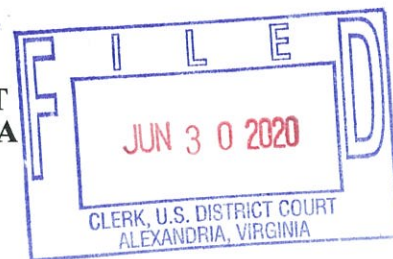


IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA



MICROSOFT CORPORATION, a  
Washington corporation,

Plaintiff,

v.

JOHN DOES 1-2, CONTROLLING A  
COMPUTER NETWORK AND THEREBY  
INJURING PLAINTIFF AND ITS  
CUSTOMERS

Defendants.

Civil Action No: 1:20 CV 730

FILED UNDER SEAL PURSUANT TO  
LOCAL RULE 5.1

**DECLARATION OF MATTHEW B. WELLING IN SUPPORT OF MICROSOFT'S  
APPLICATION FOR AN *EX PARTE* TEMPORARY RESTRAINING ORDER AND  
ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION**

I, Matthew B. Welling, hereby declare and state as follows:

1. I am an attorney with the law firm of Crowell & Moring LLP ("Crowell"), and counsel of record for Plaintiff Microsoft Corporation ("Microsoft"). I make this declaration in support of Microsoft's Application for an Emergency *Ex Parte* Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction ("TRO Application"). I make this declaration of my own personal knowledge and, if called as a witness, I could and would testify competently to the truth of the matters set forth herein.

**I. PARTIES**

1. Microsoft seeks an Emergency *Ex Parte* Temporary Restraining Order And Order To Show Cause Re Preliminary Injunction to disable the Internet domains used by Defendants John Does 1-2 ("Defendants") who specialize in attempting to target, penetrate, and steal sensitive information from high-value computer networks connected to the Internet.

2. As counsel of record for Microsoft, I am aware of previous efforts to disable other types of unlawful Internet activity, including the “**Waledac**” Botnet in February 2010 in the Eastern District of Virginia, the “**Rustock**” Botnet in March 2011 in the Western District of Washington, the “**Kelihos**” Botnet in September 2011 in the Eastern District of Virginia, the “**Zeus**” Botnets in March 2012 in the Eastern District of New York, the “**Bamital**” Botnet in February 2013 in the Eastern District of Virginia, the “**Citadel**” Botnets in May 2013 in the Western District of North Carolina, the “**ZeroAccess**” Botnet in November 2013 in the Western District of Texas, the “**Shylock**” Botnet in June 2014 in the Eastern District of Virginia, the “**Ramnit**” Botnet in February 2015 in the Eastern District of Virginia, the “**Dorkbot**” Botnet in November 2015 in the Eastern District of New York; the “**Strontium**” threat infrastructure in August 2016 in the Eastern District of Virginia; the “**Phosphorous**” threat infrastructure in March 2019 in the District of Columbia; and the “**Thallium**” threat infrastructure in December 2019 in the Eastern District of Virginia.

3. Based on my previous experience with similar cybercriminal defendants that conduct their operations using an infrastructure consisting of a set of websites, domains and IP addresses, *ex parte* relief is necessary, as notice to Defendants would allow them to destroy the evidence of their illicit activity and give them an opportunity to move the instrumentalities they used to conduct their unlawful activity. This would render the further prosecution of this matter futile.

4. Based on my prior experience, for example, I am aware that in an earlier matter attempting to disable the Rustock Botnet, the operators of the Rustock Botnet—after learning of the attempt to disable the botnet—attempted to migrate that botnet’s command and control infrastructure to new IP addresses and attempted to delete files from the seized

host servers. Similarly, in a prior matter involving the Dorkbot Botnet, its operators attempted to activate previously dormant command and control domains so that they could continue to illegally control the Dorkbot infected devices *one* day after Microsoft executed the court's temporary restraining order. Further, during a prior action regarding the ZeroAccess botnet in November 2013, the operators of that botnet immediately attempted (unsuccessfully) to take action, in response to the seizure of domains to attempt to move the botnet's command and control infrastructure. Based on my knowledge of prior similar experiences, I conclude that there is a similar risk that Defendants here would take similar action.

5. Microsoft's counsel has not attempted to provide notice of the TRO Application to Defendants, and should not be required to provide notice at this time. I respectfully submit that good and sufficient reasons exist for this TRO Application to be made by Order to Show Cause in lieu of by notice of motion. Microsoft has previously sought *ex parte* temporary restraining orders in the United States District Court case in *Microsoft Corporation v. John Does 1-27*, Case No. 1:10-cv-00156 (E.D. Va. 2010) (Brinkema, J.); *Microsoft v. John Does, 1-11*, Case No. 2:11-cv-00222 (W.D. Wa. 2011) (Robart, J.); *Microsoft Corporation v. Dominique Piatti et al.*, Case No. 1:11-cv-01017 (E.D. Va., 2011) (Cacheris, J.); *Microsoft Corporation et al. v. John Does 1-39 et al.*, Case No. 12-cv-1335 (E.D.N.Y. 2012) (Johnson, J.); *Microsoft Corporation v. Peng Yong et al.*, Case No. 1:12-cv-1005-GBL (E.D. Va. 2012) (Lee, J.); *Microsoft Corp. v. John Does 1-18 et al.*, Case No. 1:13-cv-139-LMB/TCB (E.D. Va. 2013) (Brinkema, J.); *Microsoft v. John Does 1-82*, Case No. 3:13-CV-00319-GCM (W.D. N.C. 2013) (Mullen, J.); *Microsoft v. John Does 1-8*, Case No. A-13-CV-1014-SS (Sparks, J.) (W.D. Tex 2013); *Microsoft v. John Does 1-8*, Case

No. 1:14-cv-811-LO-IDD (O’Grady, J.) (E.D. Va. 2014); *Microsoft v. John Does 1-3*, Case No. 1:15-cv-240-LMB/IDO (Brinkema, J.) (E.D. Va. 2015); *Microsoft v. John Does 1-5*, 1:15-cv-06565-JBW-LB (E.D.N.Y. 2015); *Microsoft Corporation v. John Does 1-2*, Case No. 1:16-cv-993 (E.D. Va. 2016) (Lee, J.); *Microsoft Corporation v. John Does 1-2*, Case No. 1:19-cv-00716-ABJ (D.C. 2019) (Berman-Jackson, J.); and *Microsoft Corporation v. John Does 1-2*, Case No. 1:19-cv-01582 (E.D. Va. 2019) (O’Grady, J.). Microsoft, however, has not previously sought this particular *ex parte* relief in this district as to these particular Defendants.

6. Microsoft has identified certain Internet domains as part of the infrastructure of Defendants. The domains associated with Defendants’ infrastructure and the contact information for registrants of the domains are set forth at Appendix A to the Complaint. A true and correct copy of Appendix A to the Complaint is attached hereto as **Exhibit 1**.

7. I understand that members of Microsoft’s Digital Crimes Unit, including Principal Investigator Peter Anaman, have worked to determine the true identities of Defendants. The only publicly available information associated with Defendants’ domains are email addresses. Based on my prior experience and based on Digital Crimes Unit’s research regarding these Defendants’ domains, it is likely that further contact information has been provided by Defendants to the hosting companies and Internet domain name registrars during the domain name registration and maintenance process. This information may include individual and entity names, physical addresses, email addresses, facsimile numbers, and telephone numbers.

8. To the extent Defendants have provided such information, the information most likely to be accurate are email addresses as, upon information and belief, such are



necessary to register Internet domains and associated infrastructure. It is more likely that the email addresses exist and are functional than it is likely that the personal names and physical addresses are correct or accurate. I conclude this in part based on the fact that when registrants set up Internet domains and associated infrastructure they must receive confirmation from the Internet domain registrars or hosting companies via email in order to utilize and access the Internet domains and associated IP addresses. Other contact information, such as physical address information, is more likely to be false. I base this conclusion, in part, on past experiences relating to botnets in which IP address or domain registration name, address and telephone number were determined to be fraudulent or stolen, but the email address provided by defendants was, in fact, associated with them. Further supporting this conclusion, in May 2010, the Internet Corporation for Assigned Names and Numbers (“ICANN”)—an organization that administers the domain name system—issued a study indicating the ease with which name and physical mailing addresses for domain registrations may be falsified. Attached hereto as Exhibit 2 is a true and correct copy of the ICANN’s May 2010 study, “WHOIS Proxy/Privacy Service Abuse – Definition.”

9. Based on my prior experience and from Microsoft’s research, I believe that the most reliable contact information for effecting communication with Defendants are email addresses that have been discovered to be associated with Defendants domains or IP addresses, and the contact information, particularly email addresses, in possession of the Internet domain registrars or hosting companies. From my research, I conclude that such contact information is likely to be valid, as it is necessary to obtain Internet domain names or web hosting service. Upon provision of such contact information by the Internet domain registrars and web hosting companies to Microsoft, notice of this proceeding and service of

process may be attempted using such contact information. Through my research, I have not discovered any other information that would enable, at this point, further identification of or contact with Defendants other than that in the possession of these companies. I believe that absent an order directing Doe discovery, these companies will be unlikely to share contact information necessary to provide notice and service to Defendants.

## **II. NOTICE AND SERVICE OF PROCESS**

### **A. Microsoft Has Robust Plans To Provide Notice**

10. On behalf of Microsoft, Crowell will attempt notice of any TRO and preliminary injunction hearing, as well as service of the Complaint by sending the pleadings and/or links to the pleadings to e-mail addresses, facsimile numbers and mailing addresses associated with Defendants or otherwise provided by Defendants to the Internet domain registrars and IP address hosting companies.

11. On behalf of Microsoft, Crowell will attempt notice of any TRO, preliminary injunction hearing and service of the Complaint by publishing those pleadings on a publicly accessible website located at: [noticeofpleadings.com/COVID-19-Bonus-Phishing](http://noticeofpleadings.com/COVID-19-Bonus-Phishing). Crowell will publish such notice on the website for a period of six months. The following information will be made available on the website:

- a. The information contained in the case caption and the content of the summons.
- b. The following summary statement of the object of the complaint and the demand for relief: “Plaintiff Microsoft Corporation (“Microsoft”) has sued Defendants John Does 1-2 associated with the Internet domains and IP addresses listed in the pleading set forth below. Microsoft alleges that Defendants have violated Federal and state law by hosting a cybercriminal operation through these Internet domains and IP addresses, causing or attempting unlawful intrusion into Microsoft and Microsoft’s customers’ computers, computing devices and/or accounts; and intellectual property violations to the injury of Microsoft and Microsoft’s customers. Microsoft seeks a preliminary injunction directing the registries associated

with these Internet domains and IP addresses to take all steps necessary to disable access to and operation of this infrastructure to ensure that changes or access to the infrastructure cannot be made absent a court order and that all content and material associated with this infrastructure are to be isolated and preserved pending resolution of the dispute. Microsoft seeks a permanent injunction, other equitable relief and damages. Full copies of the pleading documents are available at [noticeofpleadings.com/COVID-19-Bonus-Phishing](http://noticeofpleadings.com/COVID-19-Bonus-Phishing).”

- c. The date of first publication.
- d. The following text: “NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY! You must “appear” in this case or the other side will win automatically. To “appear” you must file with the court a legal document called a “motion” or “answer.” The “motion” or “answer” must be given to the court clerk or administrator within 21 days of the date of first publication specified herein. It must be in proper form and have proof of service on the Microsoft’s attorneys, Gabriel M. Ramsey at Crowell & Moring, 3 Embarcadero Center, 26th Floor, San Francisco, CA 94111. If you have questions, you should consult with your own attorney immediately.”

12. On behalf of Microsoft, Crowell will serve each of the Internet domain registries listed at Appendix A to the Complaint with all copies of all documents served on Defendants.

13. On behalf of Microsoft, Crowell will also attempt notice of any TRO and preliminary injunction hearing, as well as service of the complaint by personal delivery on any Defendant in this case that has provided existing physical addresses in the United States.

14. On behalf of Microsoft, Crowell will prepare Requests for Service Abroad of Judicial or Extrajudicial Documents to attempt notice of any TRO and preliminary injunction hearing, as well as service of the Complaint on any Defendants in this case that have provided contact information in foreign countries that are signatories to the Hague Convention on Service Abroad or any similar treaty, and will comply with the requirements of those treaties. Upon entry of any TRO, Crowell will execute and deliver these documents to the appropriate Central Authority and request, pursuant to the Hague Convention or

similar treaty, that the Central Authority deliver these documents to the contact information provided by Defendants. I am informed, and therefore believe, that notice of the preliminary injunction hearing and service of the Complaint could take approximately three to six months or longer through this process.

**B. Notice Under ICANN Domain Name Registration Policies**

15. Attached hereto as **Exhibit 3** is a true and correct copy of a document describing ICANN’s role. Exhibit 3 reflects the following: ICANN is a not-for-profit partnership formed in 1998. ICANN coordinates domain names and IP addresses (unique identifying numbers for computers throughout the world), which enables the operation of the global Internet. ICANN’s responsibilities include running an accreditation system for domain name “registrars.” Domain name registrars enter into arrangements with individual “registrants” who wish to register particular domain names. ICANN has a contractual relationship with all accredited registrars that set forth the registrars’ obligations. The purpose of the requirements of ICANN’s accreditation agreements with registrars is to provide a consistent and stable environment for the domain name system, and hence the Internet.

16. A true and correct copy of the 2013 ICANN Registrar Accreditation Agreement between ICANN and domain name registrars is attached hereto as **Exhibit 4**.

17. The following summarizes provisions set forth in the ICANN accreditation agreements with registrars at Exhibit 4.

**ICANN Requires That Registrants Agree To Provide Accurate Contact Information**

18. Section 3.7.7.1 of the accreditation agreement provides that domain registrants will provide the registrar accurate and reliable contact information. In particular, the domain name registrant:

“shall provide to Registrar accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation....”

19. Section 3.7.7.2 of the accreditation agreement provides that if the registrant fails to respond for over 15 days to a registrar’s inquiry about inaccurate contact information, the domain may be cancelled. In particular, the domain name registrant’s:

“willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder’s registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.”

**ICANN Requires That Registrants Agree To A Dispute Resolution Policy Under Which Notice Is Given By Sending The Complaint To The Registrant’s Contact Information**

20. Section 3.8 of the accreditation agreement provides that registrars shall require registrants to agree to the Uniform Domain Name Dispute Resolution Policy (“UDRP”). The UDRP is a policy between a registrar and its customer and is included in registration agreements for all ICANN-accredited registrars. Attached hereto as **Exhibit 5** is a true and correct copy of the UDRP.

21. As part of the registrant’s agreement to the UDRP, the registrant agrees to the Rules for Uniform Domain Name Dispute Resolution Policy (“Rules”). Attached hereto as **Exhibit 6** is a true and correct copy of the Rules.

22. Pursuant to the Rules, “Written Notice” of a complaint regarding a domain requires electronic transmittal of the complaint to a domain registrant and hardcopy notification

that the complaint was sent by electronic means. In particular, "Written Notice" is defined as:

"hardcopy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall inform the respondent that a complaint has been filed against it, and which shall state that the Provider has electronically transmitted the complaint including any annexes to the Respondent by the means specified herein. Written notice does not include a hardcopy of the complaint itself or any annexes."

23. Pursuant to the Rules, notice of a complaint may be achieved by the registrar forwarding the complaint to the postal address, facsimile number and e-mail addresses of the domain registrant. In particular, the Rules define the procedure for providing notice as follows:

"(a) When forwarding a complaint, including any annexes, electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

(i) sending Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration's billing contact; and

(ii) sending the complaint, including any annexes, in electronic form by e-mail to:

(A) the e-mail addresses for those technical, administrative and billing contacts;

(B) postmaster@<the contested domain name>; and

(C) if the domain name (or "www." followed by the domain name) resolves to an active web page other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e-mail address shown or e-mail links on that web page; and

(iii) sending the complaint, including any annexes, to any

e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant...”

24. The effect of the UDRP and the Rules is that domain name registrants agree that notice of a complaint relating to their domains may be provided by the foregoing means, including by sending the complaint to postal, facsimile and email addresses provided by registrants.

**ICANN Requires That Registrants Agree That Domains May Be Suspended Or Cancelled Pursuant To The Dispute Resolution Policy**

25. Section 3.7.7.11 of the accreditation agreement provides that registrars shall require that a domain name registrant “shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer” pursuant to ICANN’s policies for the resolution of disputes concerning domain names.

**ICANN Requires That Registrants Agree Not To Use Domains In An Illegal Manner**

26. Under Section 2 of the UDRP, the domain registrant agrees that:

“By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else’s rights.”

27. Similarly, Section 3.7.7.9 of the accreditation agreement provides that the domain name registrant “shall represent that, to the best of the Registered Name Holder’s knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.”

**Defendants' Internet Domain Registrars Send Account-Related Information To Customer-Provided Contacts**

28. The terms of service for Internet domain registrars used by Defendants provide that their customers must provide contact information, including the email address, postal address, and a valid telephone number where they can reach their customers. These Internet domain registrars further provide that they may contact their respective customers based on the information provided by that customer. In particular, Namecheap Inc.'s ("Namecheap") Registrar-Registrant Terms of Service, available at <https://www.namecheap.com/legal/domains/registration-agreement/>, include such provisions. A true and correct copy of Namecheap's Registration Terms of Service attached hereto as **Exhibit 7**.

29. Based on my past experience and my research of third parties that Defendants use to provide domain name services, the other third party Internet domain name registrars require that similar contact information be provided.

**The Defendants' Internet Domain Name Registrars' Terms Of Service Prohibit Customers From Using Services In An Illegal Manner**

30. The Internet domain registrars' terms of service prohibit customers, including Defendants, from using the services in an illegal manner, and customer accounts may be terminated for violation of those terms. For example, Namecheap's agreement prohibits, among other conduct, the registered domain being used to:

- a. violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
- b. transmit any unsolicited commercial or bulk email, not to be engaged in any activity known or considered to be spamming or Mail Bombing.
- c. infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third-party information.



- d. use the Services to distribute viruses, malware, abusively operating botnets, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of a computer or a person's property;
- e. redirect to another website without their permission and/or to impersonate another person or company;
- f. use for the purposes of impersonating another person or entity such as redirecting a domain to another website without permission and/or using a domain to send fraudulent or abusive emails

31. Namecheap's policies also provide that it may suspend or terminate its customer's services if that customer has been found to engage in prohibited conduct. Based on my past experience and my current research of other Internet domain registrars, and on information and belief, the other Internet domain registrars used by Defendants prohibit similar unlawful conduct.

### **III. OTHER AUTHORITY AND EVIDENCE**

32. Attached hereto as **Exhibit 8** is a true and correct copy of the June 2, 2009 *Ex Parte* Temporary Restraining Order and Order to Show Cause in the matter *FTC v. Pricewert LLC et al.*, Case No. 09-2407 (N.D. Cal. 2009) (Whyte, J.).

33. Attached hereto as **Exhibit 9** is a true and correct copy of the June 15, 2009 *Preliminary Injunction* in the matter *FTC v. Pricewert LLC et al.*, Case No. 09-2407 (N.D. Cal. 2009) (Whyte, J.).

34. Attached hereto as **Exhibit 10** is a true and correct copy of the *Ex Parte* Temporary Restraining Order and Order to Show Cause in the matter of *Microsoft v. John Does 1-11*, Case No. 2:11-cv-00222 (W.D. Wash. 2011) (Robart, J.).

35. Attached hereto as **Exhibit 11** is a true and correct copy of the *Ex Parte* Temporary Restraining Order, Seizure Order and Order To Show Cause in the matter of *Microsoft Corporation et al. v. John Does 1-39 et al.*, Case No. 12-cv-1335 (E.D.N.Y. 2012)

(Johnson, J.).

36. Attached hereto as **Exhibit 12** is a true and correct copy of the *Ex Parte* Temporary Restraining Order and Order To Show Cause in the matter of *Microsoft v. John Does 1-82*, Case No. 3:13-CV-00319-GCM (W.D.N.C. 2013) (Mullen, J.).

37. Attached hereto as **Exhibit 13** is a true and correct copy of the *Ex Parte* Temporary Restraining Order and Order To Show Cause in the matter of *Microsoft Corporation v. John Does 1-8 et al*, Case No. A13-cv-1014-SS (W.D. Tex. 2013) (Sparks, J.).

38. Attached hereto as **Exhibit 14** is a true and correct copy of ICANN's "Guidance for Preparing Domain Name Orders, Seizures & Takedowns."

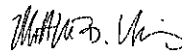
39. Attached hereto as **Exhibit 15** is a true and correct copy of the *Ex Parte* Temporary Restraining Order and Order To Show Cause in the matter of *Microsoft v. John Does 1-2*, Case No. 1:19-cv-00716-ABJ (D.C. 2019) (Berman-Jackson, J.).

40. Attached hereto as **Exhibit 16** is a true and correct copy of the *Ex Parte* Temporary Restraining Order and Order To Show Cause in the matter of *Microsoft v. John Does 1-2*, Case No. 1:19-cv-01582 (E.D. Va. 2019) (O'Grady, J.).

41. Attached hereto as **Exhibit 17** is a true and correct copy of the *Ex Parte* Temporary Restraining Order and Order To Show Cause in the matter of *Sophos v. John Does 1-2*, Case No. 1:20-cv-00502 (E.D. Va. 2020) (O'Grady, J.).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed this 30th day of June, 2020.



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Matthew B. Welling

**EXHIBIT 1**

**.COM DOMAINS**

**Registry**

**Verisign, Inc.**

**Verisign Information Services, Inc.**

**Verisign Global Registry Services**

**12061 Bluemont Way**

**Reston Virginia 20190**

**United States**

OFFICEINVENTORYS.COM

**Registrar**

**Namecheap Inc.**

**4600 East Washington Street, Suite 305**

**Phoenix, AZ 85034**

Domain name: officeinventorys.com

Registry Domain ID: 2502955959\_DOMAIN\_COM-VRSN

Registrar WHOIS Server: whois.namecheap.com

Registrar URL: <http://www.namecheap.com>

Updated Date: 0001-01-01T00:00:00.00Z

Creation Date: 2020-03-13T16:12:21.00Z

Registrar Registration Expiration Date: 2021-03-13T16:12:21.00Z

Registrar: NAMECHEAP INC

Registrar IANA ID: 1068

Registrar Abuse Contact Email: [abuse@namecheap.com](mailto:abuse@namecheap.com)

Registrar Abuse Contact Phone: +1.6613102107

Reseller: NAMECHEAP INC

Domain Status: clientTransferProhibited

<https://icann.org/epp#clientTransferProhibited>

Domain Status: addPeriod <https://icann.org/epp#addPeriod>

Registry Registrant ID:

Registrant Name: WhoisGuard Protected

Registrant Organization: WhoisGuard, Inc.

Registrant Street: P.O. Box 0823-03411

Registrant City: Panama

Registrant State/Province: Panama

Registrant Postal Code:

Registrant Country: PA

Registrant Phone: +507.8365503

Registrant Phone Ext:

Registrant Fax: +51.17057182

Registrant Fax Ext:

Registrant Email:

[649712c9fae543dbb1aea0fd78c804ed.protect@whoisguard.com](mailto:649712c9fae543dbb1aea0fd78c804ed.protect@whoisguard.com)

Registry Admin ID:

Admin Name: WhoisGuard Protected  
 Admin Organization: WhoisGuard, Inc.  
 Admin Street: P.O. Box 0823-03411  
 Admin City: Panama  
 Admin State/Province: Panama  
 Admin Postal Code:  
 Admin Country: PA  
 Admin Phone: +507.8365503  
 Admin Phone Ext:  
 Admin Fax: +51.17057182  
 Admin Fax Ext:  
 Admin Email:  
 649712c9fae543dbb1aea0fd78c804ed.protect@whoisguard.com  
 Registry Tech ID:  
 Tech Name: WhoisGuard Protected  
 Tech Organization: WhoisGuard, Inc.  
 Tech Street: P.O. Box 0823-03411  
 Tech City: Panama  
 Tech State/Province: Panama  
 Tech Postal Code:  
 Tech Country: PA  
 Tech Phone: +507.8365503  
 Tech Phone Ext:  
 Tech Fax: +51.17057182  
 Tech Fax Ext:  
 Tech Email:  
 649712c9fae543dbb1aea0fd78c804ed.protect@whoisguard.com  
 Name Server: dns1.registrar-servers.com  
 Name Server: dns2.registrar-servers.com  
 DNSSEC: unsigned  
 URL of the ICANN WHOIS Data Problem Reporting System:  
<http://wdprs.internic.net/>  
 >>> Last update of WHOIS database: 2020-05-16T11:42:28.55Z <<<

OFFICESUITESOFT.COM

**Registrar**  
**Namecheap Inc.**  
**4600 East Washington Street, Suite 305**  
**Phoenix, AZ 85034**

Domain name: officesuitesoftware.com  
 Registry Domain ID: 2497852670\_DOMAIN\_COM-VRSN  
 Registrar WHOIS Server: whois.namecheap.com  
 Registrar URL: <http://www.namecheap.com>  
 Updated Date: 0001-01-01T00:00:00.00Z  
 Creation Date: 2020-02-28T04:39:59.00Z  
 Registrar Registration Expiration Date: 2021-02-28T04:39:59.00Z  
 Registrar: NAMECHEAP INC  
 Registrar IANA ID: 1068  
 Registrar Abuse Contact Email: [abuse@namecheap.com](mailto:abuse@namecheap.com)  
 Registrar Abuse Contact Phone: +1.6613102107

Reseller: NAMECHEAP INC  
Domain Status: clientHold <https://icann.org/epp#clientHold>  
Domain Status: clientTransferProhibited  
<https://icann.org/epp#clientTransferProhibited>  
Registry Registrant ID:  
Registrant Name: WhoisGuard Protected  
Registrant Organization: WhoisGuard, Inc.  
Registrant Street: P.O. Box 0823-03411  
Registrant City: Panama  
Registrant State/Province: Panama  
Registrant Postal Code:  
Registrant Country: PA  
Registrant Phone: +507.8365503  
Registrant Phone Ext:  
Registrant Fax: +51.17057182  
Registrant Fax Ext:  
Registrant Email:  
[361349b7019e4ffeaa8189520398802e.protect@whoisguard.com](mailto:361349b7019e4ffeaa8189520398802e.protect@whoisguard.com)  
Registry Admin ID:  
Admin Name: WhoisGuard Protected  
Admin Organization: WhoisGuard, Inc.  
Admin Street: P.O. Box 0823-03411  
Admin City: Panama  
Admin State/Province: Panama  
Admin Postal Code:  
Admin Country: PA  
Admin Phone: +507.8365503  
Admin Phone Ext:  
Admin Fax: +51.17057182  
Admin Fax Ext:  
Admin Email:  
[361349b7019e4ffeaa8189520398802e.protect@whoisguard.com](mailto:361349b7019e4ffeaa8189520398802e.protect@whoisguard.com)  
Registry Tech ID:  
Tech Name: WhoisGuard Protected  
Tech Organization: WhoisGuard, Inc.  
Tech Street: P.O. Box 0823-03411  
Tech City: Panama  
Tech State/Province: Panama  
Tech Postal Code:  
Tech Country: PA  
Tech Phone: +507.8365503  
Tech Phone Ext:  
Tech Fax: +51.17057182  
Tech Fax Ext:  
Tech Email:  
[361349b7019e4ffeaa8189520398802e.protect@whoisguard.com](mailto:361349b7019e4ffeaa8189520398802e.protect@whoisguard.com)  
Name Server: [dns1.registrar-servers.com](https://dns1.registrar-servers.com)  
Name Server: [dns2.registrar-servers.com](https://dns2.registrar-servers.com)  
DNSSEC: unsigned  
URL of the ICANN WHOIS Data Problem Reporting System:

http://wdprs.internic.net/

OFFICEHNOC.COM

**Registrar**

**Namecheap Inc.  
4600 East Washington Street, Suite 305  
Phoenix, AZ 85034**

Domain name: officehnoc.com  
Registry Domain ID: 2482044724\_DOMAIN\_COM-VRSN  
Registrar WHOIS Server: whois.namecheap.com  
Registrar URL: http://www.namecheap.com  
Updated Date: 0001-01-01T00:00:00.00Z  
Creation Date: 2020-01-19T15:18:12.00Z  
Registrar Registration Expiration Date: 2021-01-19T15:18:12.00Z  
Registrar: NAMECHEAP INC  
Registrar IANA ID: 1068  
Registrar Abuse Contact Email: abuse@namecheap.com  
Registrar Abuse Contact Phone: +1.6613102107  
Reseller: NAMECHEAP INC  
Domain Status: clientTransferProhibited  
<https://icann.org/epp#clientTransferProhibited>  
Domain Status: addPeriod <https://icann.org/epp#addPeriod>  
Registry Registrant ID:  
Registrant Name: WhoisGuard Protected  
Registrant Organization: WhoisGuard, Inc.  
Registrant Street: P.O. Box 0823-03411  
Registrant City: Panama  
Registrant State/Province: Panama  
Registrant Postal Code:  
Registrant Country: PA  
Registrant Phone: +507.8365503  
Registrant Phone Ext:  
Registrant Fax: +51.17057182  
Registrant Fax Ext:  
Registrant Email:  
cc9604648d71460288ef63ae22744aa5.protect@whoisguard.com  
Registry Admin ID:  
Admin Name: WhoisGuard Protected  
Admin Organization: WhoisGuard, Inc.  
Admin Street: P.O. Box 0823-03411  
Admin City: Panama  
Admin State/Province: Panama  
Admin Postal Code:  
Admin Country: PA  
Admin Phone: +507.8365503  
Admin Phone Ext:  
Admin Fax: +51.17057182  
Admin Fax Ext:  
Admin Email:  
cc9604648d71460288ef63ae22744aa5.protect@whoisguard.com

Registry Tech ID:  
 Tech Name: WhoisGuard Protected  
 Tech Organization: WhoisGuard, Inc.  
 Tech Street: P.O. Box 0823-03411  
 Tech City: Panama  
 Tech State/Province: Panama  
 Tech Postal Code:  
 Tech Country: PA  
 Tech Phone: +507.8365503  
 Tech Phone Ext:  
 Tech Fax: +51.17057182  
 Tech Fax Ext:  
 Tech Email:  
 cc9604648d71460288ef63ae22744aa5.protect@whoisguard.com  
 Name Server: dns1.registrar-servers.com  
 Name Server: dns2.registrar-servers.com  
 DNSSEC: unsigned  
 URL of the ICANN WHOIS Data Problem Reporting System:  
<http://wdprs.internic.net/>  
 >>> Last update of WHOIS database: 2020-05-16T12:23:12.95Z <<<

OFFICESUITED.COM

**Registrar**  
**Namecheap Inc.**  
**4600 East Washington Street, Suite 305**  
**Phoenix, AZ 85034**

Domain name: officesuited.com  
 Registry Domain ID: 2466161464\_DOMAIN\_COM-VRSN  
 Registrar WHOIS Server: whois.namecheap.com  
 Registrar URL: <http://www.namecheap.com>  
 Updated Date: 0001-01-01T00:00:00.00Z  
 Creation Date: 2019-12-11T20:07:57.00Z  
 Registrar Registration Expiration Date: 2020-12-11T20:07:57.00Z  
 Registrar: NAMECHEAP INC  
 Registrar IANA ID: 1068  
 Registrar Abuse Contact Email: [abuse@namecheap.com](mailto:abuse@namecheap.com)  
 Registrar Abuse Contact Phone: +1.6613102107  
 Reseller: NAMECHEAP INC  
 Domain Status: clientTransferProhibited  
<https://icann.org/epp#clientTransferProhibited>  
 Domain Status: addPeriod <https://icann.org/epp#addPeriod>  
 Registry Registrant ID:  
 Registrant Name: WhoisGuard Protected  
 Registrant Organization: WhoisGuard, Inc.  
 Registrant Street: P.O. Box 0823-03411  
 Registrant City: Panama  
 Registrant State/Province: Panama  
 Registrant Postal Code:  
 Registrant Country: PA  
 Registrant Phone: +507.8365503

	<p> Registrant Phone Ext:  Registrant Fax: +51.17057182  Registrant Fax Ext:  Registrant Email:  32d1ef4e2c624df59f656fc1399745c4.protect@whoisguard.com  Registry Admin ID:  Admin Name: WhoisGuard Protected  Admin Organization: WhoisGuard, Inc.  Admin Street: P.O. Box 0823-03411  Admin City: Panama  Admin State/Province: Panama  Admin Postal Code:  Admin Country: PA  Admin Phone: +507.8365503  Admin Phone Ext:  Admin Fax: +51.17057182  Admin Fax Ext:  Admin Email:  32d1ef4e2c624df59f656fc1399745c4.protect@whoisguard.com  Registry Tech ID:  Tech Name: WhoisGuard Protected  Tech Organization: WhoisGuard, Inc.  Tech Street: P.O. Box 0823-03411  Tech City: Panama  Tech State/Province: Panama  Tech Postal Code:  Tech Country: PA  Tech Phone: +507.8365503  Tech Phone Ext:  Tech Fax: +51.17057182  Tech Fax Ext:  Tech Email:  32d1ef4e2c624df59f656fc1399745c4.protect@whoisguard.com  Name Server: dns1.registrar-servers.com  Name Server: dns2.registrar-servers.com  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System:  <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a>  &gt;&gt;&gt; Last update of WHOIS database: 2020-05-16T17:23:43.56Z &lt;&lt;&lt; </p>
OFFICEMTR.COM	<p> <u><b>Registrar</b></u>  <b>Namecheap Inc.</b>  <b>4600 East Washington Street, Suite 305</b>  <b>Phoenix, AZ 85034</b> </p> <p> Domain name: officemtr.com  Registry Domain ID: 2460235581_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.namecheap.com  Registrar URL: <a href="http://www.namecheap.com">http://www.namecheap.com</a>  Updated Date: 0001-01-01T00:00:00.00Z </p>



Creation Date: 2019-11-27T01:01:50.00Z  
Registrar Registration Expiration Date: 2020-11-27T01:01:50.00Z  
Registrar: NAMECHEAP INC  
Registrar IANA ID: 1068  
Registrar Abuse Contact Email: abuse@namecheap.com  
Registrar Abuse Contact Phone: +1.6613102107  
Reseller: NAMECHEAP INC  
Domain Status: clientTransferProhibited  
<https://icann.org/epp#clientTransferProhibited>  
Domain Status: addPeriod <https://icann.org/epp#addPeriod>  
Registry Registrant ID:  
Registrant Name: WhoisGuard Protected  
Registrant Organization: WhoisGuard, Inc.  
Registrant Street: P.O. Box 0823-03411  
Registrant City: Panama  
Registrant State/Province: Panama  
Registrant Postal Code:  
Registrant Country: PA  
Registrant Phone: +507.8365503  
Registrant Phone Ext:  
Registrant Fax: +51.17057182  
Registrant Fax Ext:  
Registrant Email:  
ca357c245790440db15de36d422c3d18.protect@whoisguard.com  
Registry Admin ID:  
Admin Name: WhoisGuard Protected  
Admin Organization: WhoisGuard, Inc.  
Admin Street: P.O. Box 0823-03411  
Admin City: Panama  
Admin State/Province: Panama  
Admin Postal Code:  
Admin Country: PA  
Admin Phone: +507.8365503  
Admin Phone Ext:  
Admin Fax: +51.17057182  
Admin Fax Ext:  
Admin Email:  
ca357c245790440db15de36d422c3d18.protect@whoisguard.com  
Registry Tech ID:  
Tech Name: WhoisGuard Protected  
Tech Organization: WhoisGuard, Inc.  
Tech Street: P.O. Box 0823-03411  
Tech City: Panama  
Tech State/Province: Panama  
Tech Postal Code:  
Tech Country: PA  
Tech Phone: +507.8365503  
Tech Phone Ext:  
Tech Fax: +51.17057182  
Tech Fax Ext:

	<p>Tech Email:  ca357c245790440db15de36d422c3d18.protect@whoisguard.com  Name Server: pdns1.registrar-servers.com  Name Server: pdns2.registrar-servers.com  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System:  <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a>  &gt;&gt;&gt; Last update of WHOIS database: 2020-05-16T21:24:09.71Z &lt;&lt;&lt;</p>
MAILITDAEMON.COM	<p><b>GoDaddy.com, LLC</b>  <b>14455 North Hayden Rd., Ste. 219</b>  <b>Scottsdale, AZ 85260</b></p> <p>Domain Name: mailitdaemon.com  Registry Domain ID: 2466584834_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.godaddy.com  Registrar URL: <a href="http://www.godaddy.com">http://www.godaddy.com</a>  Updated Date: 2019-12-13T04:09:33Z  Creation Date: 2019-12-13T04:09:32Z  Registrar Registration Expiration Date: 2020-12-13T04:09:32Z  Registrar: GoDaddy.com, LLC  Registrar IANA ID: 146  Registrar Abuse Contact Email: <a href="mailto:abuse@godaddy.com">abuse@godaddy.com</a>  Registrar Abuse Contact Phone: +1.4806242505  Domain Status: clientTransferProhibited  <a href="http://www.icann.org/epp#clientTransferProhibited">http://www.icann.org/epp#clientTransferProhibited</a>  Domain Status: clientUpdateProhibited  <a href="http://www.icann.org/epp#clientUpdateProhibited">http://www.icann.org/epp#clientUpdateProhibited</a>  Domain Status: clientRenewProhibited  <a href="http://www.icann.org/epp#clientRenewProhibited">http://www.icann.org/epp#clientRenewProhibited</a>  Domain Status: clientDeleteProhibited  <a href="http://www.icann.org/epp#clientDeleteProhibited">http://www.icann.org/epp#clientDeleteProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Registration Private  Registrant Organization: Domains By Proxy, LLC  Registrant Street: DomainsByProxy.com  Registrant Street: 14455 N. Hayden Road  Registrant City: Scottsdale  Registrant State/Province: Arizona  Registrant Postal Code: 85260  Registrant Country: US  Registrant Phone: +1.4806242599  Registrant Phone Ext:  Registrant Fax: +1.4806242598  Registrant Fax Ext:  Registrant Email: <a href="mailto:mailitdaemon.com@domainsbyproxy.com">mailitdaemon.com@domainsbyproxy.com</a>  Registry Admin ID: Not Available From Registry  Admin Name: Registration Private  Admin Organization: Domains By Proxy, LLC  Admin Street: DomainsByProxy.com</p>

Admin Street: 14455 N. Hayden Road  
Admin City: Scottsdale  
Admin State/Province: Arizona  
Admin Postal Code: 85260  
Admin Country: US  
Admin Phone: +1.4806242599  
Admin Phone Ext:  
Admin Fax: +1.4806242598  
Admin Fax Ext:  
Admin Email: mailitdaemon.com@domainsbyproxy.com  
Registry Tech ID: Not Available From Registry  
Tech Name: Registration Private  
Tech Organization: Domains By Proxy, LLC  
Tech Street: DomainsByProxy.com  
Tech Street: 14455 N. Hayden Road  
Tech City: Scottsdale  
Tech State/Province: Arizona  
Tech Postal Code: 85260  
Tech Country: US  
Tech Phone: +1.4806242599  
Tech Phone Ext:  
Tech Fax: +1.4806242598  
Tech Fax Ext:  
Tech Email: mailitdaemon.com@domainsbyproxy.com  
Name Server: NS17.DOMAINCONTROL.COM  
Name Server: NS18.DOMAINCONTROL.COM  
DNSSEC: unsigned  
URL of the ICANN WHOIS Data Problem Reporting System:  
<http://wdprs.internic.net/>  
>>> Last update of WHOIS database: 2020-05-17T09:00:00Z <<<

## **EXHIBIT 2**

# WHOIS Proxy/Privacy Abuse Study

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## Contents

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## WHOIS Proxy / Privacy Service Abuse Study – Draft Definition

This study will measure how often domains associated with illegal or harmful Internet communication abuse Privacy/Proxy services to obscure the perpetrator's identity.

*Reviewer feedback is requested on study purpose, methodology, inputs, dependencies, outputs, and limitations – key discussion questions are highlighted by boxes like this one.*

### 1. Objective

This study is intended to help the ICANN community determine the extent to which Proxy and Privacy services are abused during illegal or harmful Internet communication. Specifically, it will attempt to prove/disprove the following hypothesis:

**A significant percentage of the domain names used to conduct illegal or harmful Internet activities are registered via Privacy or Proxy services to obscure the perpetrator's identity.**

As defined by [1], "illegal or harmful communication" refers to online activities (e.g., email messages, web transactions, file downloads) that violate criminal or civil law or which harm their targets (e.g., email/download recipients, website visitors). These activities include unsolicited commercial bulk email (spam), online intellectual property or identity theft, email harassment or stalking, phishing websites, online malware dissemination, and cybersquatting. Further examples include DoS attacks, DNS cache poisoning, pirated software (warez) distribution sites, money laundering email (mules scams), advanced fee fraud email (411 scams), and online sale of counterfeit merchandise or pharmaceuticals.

Allegations of actionable harm may require victims, law enforcement officials, and others to contact domain users (i.e., owners or licensees). To facilitate identification and contact, section 3.3.1 of the ICANN Registrar Accreditation Agreement (RAA) [4] requires Registrars to provide an interactive web page and a port 43 WHOIS service to enable free access to up-to-date data concerning all active registered domain names. This WHOIS data includes the name and postal address of the Registered Name Holder and technical and administrative contacts for the domain.

## WHOIS Proxy/Privacy Abuse Study

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According to [1], Proxy and Privacy registration services provide anonymity or privacy protection for domain users. *Privacy* services hide certain user details from WHOIS by offering alternate contact information and mail forwarding services while not actually shielding the user's identity. *Proxy* services have a third-party register domain names on the user's behalf and then license the use of the domain name so that a third-party's contact information (and not the licensee's) is published in WHOIS. According to the WHOIS Privacy/Proxy Prevalence Study [3], approximately 15 to 25 percent of gTLD domain names are likely to be registered using a Privacy or Proxy service.

Study proposals [8][9][10] suggest that Privacy/Proxy services are being abused to obscure the identity of perpetrators that instigate illegal or harmful Internet communication, thereby impeding investigation. For example, proposal [8] indicates that Privacy/Proxy registrations lengthen phishing website take-down times. Proposal [9] indicates that Privacy/Proxy services are being abused to shield cyber squatters (i.e., parties that register or use a domain name in bad faith to profit from someone else's trademark).

A recent study of 384 domains hosted by ISP 3FN (shut down in June 2009 for abetting criminal activity) found that 38 percent were registered to Proxy services [11]. Of those, approximately half were associated with least one kind of illegal activity. Although small and informal, this study illustrated that domains used by criminals do use Proxy services – in this case, more often than the random domains studied by [3].

To provide the ICANN community with empirical data to evaluate such concerns, this study will methodically analyze a large, broad sample of domains associated with various kinds of illegal or harmful Internet activities. It will measure how often these alleged “bad actors” abuse Privacy/Proxy services, comparing rates for each kind of activity to overall Privacy/Proxy rates measured by [3]. If those rates are found to be significant, policy changes may be warranted to deter Privacy/Proxy abuse.

Note: This study will NOT measure the frequency of illegal/harmful Internet activity. This study will gather a representative sample of illegal/harmful incidents to measure how often Privacy/Proxy services are abused by perpetrators (alleged and confirmed).

### **2. Approach**

This hypothesis will be tested by performing a descriptive study on a representative sample of domains within the top five gTLDs (.biz, .com, .info, .net, .org). To focus on study goals, this sample will be composed exclusively of domains involved in illegal or harmful Internet communication, as documented by organizations that routinely track, investigate, and/or remediate various kinds of activities. To measure frequency of abuse, this study will divvy sampled domain users into those that can be reached directly using WHOIS data and those that must be contacted via a referenced Privacy/Proxy service.

Because creating a single sample that proportionally represents every major kind of illegal or harmful Internet communication is unrealistic, subsamples will be created for each activity to be studied (e.g., a spam sender list, a warez site list). Many domains are

## WHOIS Proxy/Privacy Abuse Study

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likely to be associated with multiple activities and may thus appear in more than one subsample. However, rates will be measured independently for each subsample to determine which activities most often abuse Privacy/Proxy services.

Furthermore, because the nature and duration of illegal/harmful Internet activities varies, different methods will be required for incident tracking, investigation, and remediation.

- Timely response is essential for extremely **short-lived activities** (e.g., spam, phishing, DoS attacks). Where possible, domain subsamples for these activities will be generated by monitoring **live-feeds** (e.g., real-time blacklists), letting researchers query and record WHOIS data in near-real-time.
- Timely response is less critical for activities associated with **long-lived activities** (e.g., trademark infringement, cybersquatting). Subsamples for these activities would be impossible to generate in near-real-time; live-feeds do not exist. Instead, these domains and WHOIS data will be **recorded over time** by study participants routinely involved in these incidents (e.g., first responders and real-time cybercrime researchers, complaint centers and law enforcement agencies, victim advocates).

To meet this study's goals, Privacy/Proxy determination must be based on WHOIS data as it was at the time of the incident. WHOIS queries usually return Registrant data long after an offending domain's web, file, or mail servers disappear, appear on an RBL, or are taken down. However, WHOIS data may well change following illegal activity, such as when a malicious domain is suspended or re-registered. Study goals can still be met so long as a significant percentage of WHOIS queries performed shortly after incidents do not return recently-updated or no Registrant data.

Note that other WHOIS studies [3][6][7] have been defined to measure the overall frequency of Privacy/Proxy use, what types of entities (e.g., natural or legal persons) commonly use Privacy/Proxy-registered domains and for what apparent purpose (e.g., personal or commercial), and how Privacy/Proxy providers respond to domain user reveal requests. Those questions are therefore outside the scope of this study.

However, overall frequency of Privacy/Proxy use [3] must be considered when sizing this study's subsamples so that they represent the top 5 gTLD domain population with a 95% confidence interval. Furthermore, because harmful/illegal Internet communication tends to originate from certain countries and regions, live-feeds and incident reports may be geographically skewed. To reflect world-wide experiences, subsamples must be generated from input sources with international scope – for example, global RBLs.

Finally, this study should build upon the foundation laid by the WHOIS Accuracy Study [2] and WHOIS Privacy/Proxy Prevalence Study [3] as follows.

- **Sample Cleaning and Coding:** WHOIS data for every domain name must include certain mandatory values (e.g., Registrant Name), but there is no RFC-standard record format or even a single global database from which WHOIS data can be

## WHOIS Proxy/Privacy Abuse Study

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obtained. The Accuracy Study [2] developed a methodology for cleaning sampled domain WHOIS data to eliminate parsing errors, translate non-ASCII characters, map Registrants to country code/name, and sort the sample by Regional Internet Registry.

- **Registrant Type Classification:** Next, based on WHOIS Registrant Name and Organization values, the Accuracy Study assigned each sampled domain one of the following Apparent Registrant Types: name completely missing or patently false, a natural person, an organization with or without a person's name, a multiple domain name holder (ISP or reseller), or a potential Privacy/Proxy service provider. All potential Privacy/Proxy service providers were then either confirmed or reclassified.

Even though this study's sample design process and parameters differ, researchers are strongly encouraged to apply the same sample cleaning, coding, and classification process to reduce cost and promote consistency across all WHOIS studies. In particular, the Accuracy Study's methodology for confirming potential Privacy/Proxy use should be applied, as this is the key differentiator upon which this study's findings will be based.

### **3. Inputs**

The first step in conducting this study will be to generate subsamples of domain names associated with each kind of illegal or harmful Internet communication to be measured. As noted in Section 2, because activity nature and duration varies, this study will employ two different research methods: Live-Feed Monitoring for incidents typically reported in real-time and Offline Third-Party Recording for all other kinds of incidents.

#### **Method 1: Live-Feed Monitoring**

Domain names associated with the following short-live illegal/harmful Internet activities should ideally be collected from live-feed sources. Possible sources are listed below; additional suggestions are welcome. Researchers are expected to refine and finalize this source list during the first phase of the study.

As alleged "bad actors" are identified from live-feeds, reverse DNS lookups and WHOIS queries will be performed in near-real-time<sup>1</sup> to record the Registrant's Name, Organization, and Address for domain names associated with each incident. Note that "associated domain name" depends upon the type of activity (e.g., spam sender, phishing website, malware server).

Note that, after incident investigation, many alleged bad actors do not end up being the real perpetrators. For example, many spam senders and phishing servers will be "bots" -- compromised hosts used by criminals without the Registrant's knowledge. Furthermore, domains may be added to RBLs based on complaints rather than verified incidents.

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<sup>1</sup> Researchers will need to work around port 43 rate limits by pacing WHOIS queries, retrying failed queries, arranging for preferential access from a WHOIS query provider, or enlisting the help of a live-feed supplier that already has preferential access.



## WHOIS Proxy/Privacy Abuse Study

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However, these “false positive” incident reports still require investigation; WHOIS Registrant data for those domains plays a role in enabling (or inhibiting) investigation. Therefore, this study must gather and analyze the WHOIS data associated with *all* alleged bad actors (proven or otherwise). To avoid skewing results, this study will *also* analyze refined samples that have been filtered to weed out low-probability cases – for example, eliminating domains associated with fewer than N reported incidents. Objective sample filtering methods should be defined by researchers at study start; suggestions are welcome.

Once sufficiently large subsamples have been collected for each activity, they will be cleaned, coded, and classified by Registrant Type as described in Section 2 for statistical analysis as described in Section 4.

- **Spam:** Live-feeds from several major real-time Domain Name System Blacklists (DNSBLs) could be used to generate a subsample of spam sender IP addresses/ranges and associated unique domain names. Possible sources include [Spamhaus](#) Blocklist, [Mailshell](#) Live-Feed, [SURBL](#), [URIBL](#), and [SORBS](#) DNSBL.
- **Phishing:** Several major Phishing website live-feeds could be used to generate a subsample of phishing URLs and the domain names that host them. Possible sources include OpenDNS [PhishTank](#) and Internet Identity [RealPhish](#).
- **Malware:** A subsample of domains used to host and disseminate malware could be created from live-feeds maintained by major malware researchers and/or Internet security vendors. Possible sources include SRI [Malware Threat Center](#), [FireEye](#) Malware Analysis & Exchange, and [Malware Domains](#).
- **Denial-of-Service and DNS Cache Poisoning:** Input is requested on live-feed sources that could be used to generate subsamples of domains that send harmful messages during these time-sensitive attacks. Potential sources include the [IMPACT Global Response Centre](#) NEWS feed and [FIRST](#)-member incident response teams.

### **Method 2: Offline Third-Party Recording**

Domain names associated with less time-critical illegal/harmful activities will be gathered from third-parties that routinely respond to or track such incidents in large volume and might be willing to assist by recording WHOIS data early in their investigation. Candidates include first responders and real-time cybercrime researchers, Internet crime complaint centers and law enforcement agencies, and victim advocates. Possible participants are listed below; additional suggestions are welcome. Researchers are expected to refine and finalize this participant list during the first phase of the study.

Consistency and accuracy of reported data is always a concern whenever numerous independent parties supply input for aggregate statistical analysis. To address this concern, researchers will develop a short, simple incident reporting form and process that participants can use to record the type of illegal/harmful activity, associated domain name, and WHOIS Registrant Name, Organization, and Address in a timely fashion. Here

## WHOIS Proxy/Privacy Abuse Study

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again, note that "associated domain name" depends upon the type of activity (e.g., phishing website, warez server, money laundering email sender).

At study start, researchers will identify and invite representative sources to participate. All participants must agree to record and report all incidents encountered as part of their normal operation during a specified study period (e.g., 30 days). In particular, participants shall be asked to report all alleged perpetrators (proven or otherwise), and to indicate whether investigation confirmed or refuted their alleged involvement in the incident. This data collection approach makes it possible to study both the entire sample and a refined sample, filtered to focus on high-probability bad actors.

Although these longer-lived incidents may not be as time-sensitive as those monitored by live-feed, participants must still perform reverse DNS lookups and WHOIS queries on alleged perpetrator IP addresses and domain names as soon as possible after incidents are detected, not at the end of the study period.

A submission process will be designed to minimize participant effort while promoting consistent, accurate reporting. After a sufficiently large/broad set of third-party reports have been submitted, researchers will clean, code, and classify WHOIS data by Registrant Type as described in Section 2 for analysis as described in Section 4.

- **Phishing:** In proposal [8], the Anti Phishing Working Group (APWG) offered to supply a global list of phishing URLs, domains used to host them, and associated shutdown times. Due to the short duration of phishing sites, live-feed monitoring is preferable. However, analyzing this activity with both research methods might be useful to determine whether results differ significantly.
- **Cybersquatting:** Data on domains cited in alleged cybersquatting incidents might be gathered by organizations like the International Trademark Association (INTA). Approved dispute resolution service providers involved in ICANN's Uniform Domain-Name Dispute Resolution Policy (UDRP) are another possible source, although waiting until a dispute is filed to query WHOIS may be too much delay.
- **Intellectual property theft:** Data on domains cited in intellectual property theft complaints might be gathered by organizations like the UK Alliance Against IP Theft or the International Intellectual Property Rights (IPR) Advisory Program. However, data might be more readily available from groups that routinely record and investigate specific kinds of IP theft complaints, described below.
- **Media Piracy:** Data on domain names used by servers that illegally share copyrighted movies and music might be gathered by The International Federation of the Phonographic Industry (IFPI), the Motion Picture Association of America (MPAA), the Recording Industry Association of America (RIAA), and their international counterparts.

## WHOIS Proxy/Privacy Abuse Study

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- **Software Piracy:** Data on domain names used by servers that illegally distribute copyrighted software might be gathered by major software vendors like Microsoft and Adobe or from an anti-piracy organization like the Business Software Alliance (BSA).
- **Trademark Infringement:** Data on domain names alleged to infringe upon registered trademarks might be gathered by an organization like the International Trademark Association (INTA) or commercial first-responders like Mark Monitor.
- **Counterfeit Merchandise:** Data on domains that send email advertising counterfeit merchandise and illegal pharmaceuticals might be gathered by an investigative agency like the US National Intellectual Property Rights Coordination Center Cyber Crimes Section (CCS). However, given that spam (one primary vector for online sale of counterfeit merchandise) can be studied more easily via live-feed, it might not be necessary to study this activity with method 2.
- **Money Laundering:** Data on domains that send recruiting email associated with fraudulent money laundering scams might be gathered by legitimate job recruitment websites like Monster and HotJobs or by an organization like BobBear that focuses specifically on tracking this type of illegal activity.
- **Advanced Fee Fraud:** Data on domains that send solicitation email associated with advanced fee fraud scams might be gathered by a tracking site like Artists Against 419 or bodies that handle Internet fraud complaints such as the FBI/NWCC Internet Crime Complaint Center (IC3) and its counterparts in other countries.
- **Identity Theft:** Data on domains that send bait email associated with online identity thefts might be gathered by the FBI/NWCC Internet Crime Complaint Center (IC3) or the US National Intellectual Property Rights Coordination Center Identity Fraud Initiative. However, major online identity theft vectors like phishing and malware can be studied more easily via live-feed monitoring; reliably correlating reported identity thefts to specific email messages and domains that caused them could be difficult.
- **Child Pornography:** Data on domain names of servers involved in online distribution of child pornography might be gathered by US National Intellectual Property Rights Coordination Center Cybercrimes Child Exploitation Section (CES) and Operation Predator. However, study [11] found it hard to obtain WHOIS data for child porn domains because, not only were sites taken down, but domain names were suspended.
- **Harassment or Stalking:** Input is requested on how to obtain a representative subsample of domain names that send online harassment and cyber-stalking email. Incidents are reported to local law enforcement agencies like FBI field offices. While HaltAbuse.org tracks statistics, based upon data supplied voluntarily by victims, many victims are reluctant to disclose these crimes. The highly personal nature of these activities could make it difficult to obtain a representative subsample.

## WHOIS Proxy/Privacy Abuse Study

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- **Other Cybercrimes:** The FBI/NWCC Internet Crime Complaint Center (IC3) might also be able to supply data on perpetrator domains cited in complaints by victims of other cybercrimes, including online auction, investment fraud, and Internet extortion.

Because domain subsamples are likely to have some degree of cross-over, other readily-available online resources can be consulted to confirm and expand upon the kinds of illegal or harmful Internet communication associated with each domain. For example, in addition to RBLs, study [11] searched for domains using ReputationAuthority.org, Google Safe Browsing, McAfee SiteAdvisor, and Malware Domain List (either by searching a published list or by attempting to browse a website).

For each sampled domain, an **Apparent Registrant Type** must be assigned using the methodology defined by the WHOIS Accuracy Study [2], including confirmation of all domains potentially registered using Privacy/Proxy services. After this classification has been completed, the following input data will be available for each sampled domain:

### Raw Data recorded by monitoring live-feed or reported by study participants

- Domain Name
- Registrant Name (may be a Privacy/Proxy service)
- Registrant Organization (may be a Privacy/Proxy service)
- Full WHOIS record for the domain
- Number of Illegal or Harmful Activity reported for this domain
- Kind(s) of Illegal or Harmful Activity reported for this domain
- Input Source(s) which supplied this domain name
- Incident Investigation Outcome (confirmed, refuted, in-progress/unknown)

### Additional Data supplied by researchers

- Apparent Registrant Country Code/Name
- Apparent Registrant Type: missing/false, natural person, organization, multiple domain holder, or Privacy/Proxy service provider
- Additional Kind(s) of Illegal or Harmful Activity associated with this domain, as determined by searching RBLs and site reputation lists

- |  |
|--|
| <ol style="list-style-type: none"><li>1. <i>Suggest additional authoritative participants with global scope?</i></li><li>2. <i>Will participants be willing (or able) to collect representative data?</i></li><li>3. <i>Objective filtering methods or criteria to eliminate false positive reports?</i></li><li>4. <i>Other concerns or issues regarding viability of proposed study methods?</i></li></ol> |
|--|

## 4. Outputs

This study will quantify the frequency of Privacy/Proxy use among domains allegedly involved in illegal or harmful communication, broken down by kind of activity. To deliver these empirical results, this study will examine the WHOIS Registrant data associated with each sampled domain as follows.

## WHOIS Proxy/Privacy Abuse Study

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- During classification, some domains will be found to have missing, patently false, or otherwise unusable WHOIS Registrant data, thereby impeding perpetrator identification. These domains represent another method of WHOIS abuse which should be measured and included in study findings, but do not constitute Privacy/Proxy abuse.
- During classification, some domains will be found to have WHOIS Registrant data that explicitly identifies and supplies direct contact information for a natural person, an organization (with or without a person's name), or a multiple domain holder. These Registrants may or may not actually be responsible for the reported illegal or harmful communication. For example, many domain names will be mapped to spambot-compromised residential broadband hosts or trojan-hacked websites operated by legitimate businesses. However, for the purposes of this study, the users of these domains shall be considered readily-identifiable and directly-contactable using Registrant data returned from a simple WHOIS query.
- The rest of the sample will consist of domains that, following classification, have WHOIS Registrant data that identifies an apparent Privacy/Proxy provider. For the purposes of this study, all such domains will be considered to have abused a Privacy/Proxy service for the purpose of obscuring perpetrator identification. To determine significance, this abuse rate shall be compared to the overall rate of Privacy/Proxy use measured by [3] (15-25%).

For each kind of activity studied, the following measurements will be derived from the entire subsample of alleged bad actors (including bots and other false positives):

- Percentage of entire sample that could not be analyzed, categorized by reason (e.g., false/missing WHOIS, recently modified WHOIS, suspended domain)
- Percentage of entire sample with Registrant NOT obscured via Privacy/Proxy, distributed by gTLD/country
- Percentage of entire sample apparently registered via Privacy service, distributed by gTLD/country
- Percentage of entire sample apparently registered via Proxy service, distributed by gTLD/country

For each kind of activity studied, similar measurements will also be derived from a refined subsample, filtered to reduce false positives and focus on confirmed bad actors:

- Percentage of refined sample that could not be analyzed, categorized by reason
- Percentage of refined sample with Registrant NOT obscured via Privacy/Proxy, distributed by gTLD/country
- Percentage of refined sample apparently registered via Privacy service, distributed by gTLD/country
- Percentage of refined sample apparently registered via Proxy service, distributed by gTLD/country

## WHOIS Proxy/Privacy Abuse Study

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Finally, these results will be aggregated and used to answer the following questions:

- Are Privacy services abused more/less often by bad actors (alleged or confirmed)?
- Are Proxy services abused more/less often by bad actors (alleged or confirmed)?
- Which illegal/harmful activities are most likely to abuse Privacy/Proxy services?
- Which illegal/harmful activities are least likely to abuse Privacy/Proxy services?
- Were there any kinds of illegal/harmful Internet communication for which Privacy/Proxy abuse could not be studied in a reliable way and why?

## WHOIS Proxy/Privacy Abuse Study

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### 5. References

- [1] Working Definitions for Key Terms that May be Used in Future WHOIS Studies, GNSO Drafting Team, 18 February 2009
- [2] Proposed Design for a Study of the Accuracy of Whois Registrant Contact Information (6558,6636), NORC, June 3, 2009
- [3] ICANN's Study on the Prevalence of Domain Names Registered using a Privacy or Proxy Service among the top 5 gTLDs, ICANN, September 28, 2009
- [4] Registrar Accreditation Agreement (RAA), ICANN, 21 May 2009
- [5] Terms of Reference for WHOIS Misuse Studies, ICANN, September 2009
- [6] Terms of Reference for WHOIS Registrant Identification Studies, ICANN, Oct 2009
- [7] Terms of Reference for WHOIS Privacy/Proxy Reveal Studies, ICANN, In Progress
- [8] Study Suggestion Number 13b/c, Measure growth of proxy/privacy services vis-à-vis all registrations, Laura Mather
- [9] Study Suggestion Number Study 17, Identify why proxy/privacy service users use those services, Claudio DiGangi
- [10] GAC Data Set 11, What is the percentage of domain names registered using proxy or privacy services that have been associated with fraud or other illegal activity, GAC Recommendations for WHOIS Studies, 16 April 2008
- [11] Private Domain Registrations: Examining the relationship between private domain registrations and malicious domains at 3FN, Piscitello, October 2009

# **EXHIBIT 3**



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## What Does [ICANN](#) Do?

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To reach another person on the Internet you have to type an address into your computer - a name or a number. That address has to be unique so computers know where to find each other. [ICANN](#) coordinates these unique identifiers across the world. Without that coordination we wouldn't have one global Internet.

[ICANN](#) was formed in 1998. It is a not-for-profit partnership of people from all over the world dedicated to keeping the Internet secure, stable and interoperable. It promotes competition and develops policy on the Internet's unique identifiers.

[ICANN](#) doesn't control content on the Internet. It cannot stop spam and it doesn't deal with access to the Internet. But through its coordination role of the Internet's naming system, it does have an important impact on the expansion and evolution of the Internet.

### **What is the domain name system?**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>Management Organization Chart</li> <li>Staff</li> <li>Careers</li> <li>▶ In Focus</li> <li>▶ For Journalists</li> </ul>   | <p>The domain name system, or <u>DNS</u>, is a system designed to make the Internet accessible to human beings. The main way computers that make up the Internet find one another is through a series of numbers, with each number (called an "<u>IP</u> address") correlating to a different device. However it is difficult for the human mind to remember long lists of numbers so the <u>DNS</u> uses letters rather than numbers, and then links a precise series of letters with a precise series of numbers.</p>   |
| <ul style="list-style-type: none"> <li>▶ Board</li> <li>▶ Accountability &amp; Transparency</li> <li>▶ Governance</li> <li>▶ Groups</li> <li>▶ Contractual Compliance</li> <li>▶ Registrars</li> <li>▶ Registries</li> </ul>                           | <p>The end result is that <u>ICANN</u>'s website can be found at "icann.org" rather than "192.0.32.7" – which is how computers on the network know it. One advantage to this system – apart from making the network much easier to use for people – is that a particular domain name does not have to be tied to one particular computer because the link between a particular domain and a particular <u>IP</u> address can be changed quickly and easily. This change will then be recognised by the entire Internet within 48 hours thanks to the constantly updating <u>DNS</u> infrastructure. The result is an extremely flexible system.</p>   |
| <ul style="list-style-type: none"> <li>Operational Metrics</li> <li>▶ Identifier Systems Security, Stability and Resiliency (IS-SSR)</li> <li>▶ ccTLDs</li> <li>▶ Internationalized Domain Names</li> <li>▶ Universal Acceptance Initiative</li> </ul> | <p>A domain name itself comprises two elements: before and after "the dot". The part to the right of the dot, such as "com", "net", "org" and so on, is known as a "top-level domain" or <u>TLD</u>. One company in each case (called a registry), is in charge of all domains ending with that particular <u>TLD</u> and has access to a full list of domains directly under that name, as well as the <u>IP</u> addresses with which those names are associated. The part before the dot is the domain name that you register and which is then used to provide online systems such as websites, email and so on. These domains are sold by a large number of "registrars", free to charge whatever they wish, although in each case they pay a set per-domain fee to the particular registry under whose name the domain is being registered.</p> <p><u>ICANN</u> draws up contracts with each registry*. It also runs an accreditation system for registrars. It is these contracts that provide a consistent and stable environment for the domain name system, and hence the Internet.</p> <p>In summary then, the <u>DNS</u> provides an addressing system for the Internet so people can find particular websites. It is also the basis for email and many other online uses.</p> |

- ▶ Policy
- ▶ Public Comment
- ▶ Contact
- ▶ Help

## What does ICANN have to do with IP addresses?

ICANN plays a similar administrative role with the IP addresses used by computers as it does with the domain names used by humans. In the same way that you cannot have two domain names the same (otherwise you never know where you would end up), for the same reason it is also not possible for there to be two IP addresses the same.

Again, ICANN does not run the system, but it does help co-ordinate how IP addresses are supplied to avoid repetition or clashes. ICANN is also the central repository for IP addresses, from which ranges are supplied to regional registries who in turn distribute them to network providers.

## What about root servers?

Root servers are a different case again. There are 13 root servers – or, more accurately, there are 13 IP addresses on the Internet where root servers can be found (the servers that have one of the 13 IP addresses can be in dozens of different physical locations). These servers all store a copy of the same file which acts as the main index to the Internet's address books. It lists an address for each top-level domain (.com, .de, etc) where that registry's own address book can be found.

In reality, the root servers are consulted fairly infrequently (considering the size of the Internet) because once computers on the network know the address of a particular top-level domain they retain it, checking back only occasionally to make sure the address hasn't changed. Nonetheless, the root servers remain vital for the Internet's smooth functioning.

The operators of the root servers remain largely autonomous, but at the same time work with one another and with ICANN to make sure the system stays up-to-date with the Internet's advances and changes.

## What is ICANN's role?

As mentioned earlier, ICANN's role is to oversee the huge and complex interconnected network of unique identifiers that allow

computers on the Internet to find one another.

This is commonly termed “universal resolvability” and means that wherever you are on the network – and hence the world – that you receive the same predictable results when you access the network. Without this, you could end up with an Internet that worked entirely differently depending on your location on the globe.

### How is ICANN structured?

ICANN is made up of a number of different groups, each of which represent a different interest on the Internet and all of which contribute to any final decisions that ICANN's makes.

There are three “supporting organisations” that represent:

- The organisations that deal with IP addresses
- The organisations that deal with domain names
- The managers of country code top-level domains (a special exception as explained at the bottom).

Then there are four “advisory committees” that provide ICANN with advice and recommendations. These represent:

- Governments and international treaty organisations
- Root server operators
- Those concerned with the Internet's security
- The “at large” community, meaning average Internet users.

And finally, there is a Technical Liaison Group, which works with the organisations that devise the basic protocols for Internet technologies.

ICANN's final decisions are made by a Board of Directors. The Board is made up of 21 members: 15 of which have voting rights and six are non-voting liaisons. The majority of the voting members (eight of them) are chosen by an independent Nominating Committee and the remainder are nominated members from supporting organisations.

ICANN then has a President and CEO who is also a Board member and who directs the work of ICANN staff, who are based across the globe and help co-ordinate, manage and finally implement all the different discussions and decisions made by the supporting organisations and advisory committees. An ICANN Ombudsman acts as an independent reviewer of the work of the ICANN staff and Board.

### **How does ICANN make decisions?**

When it comes to making technical changes to the Internet, here is a simplified rundown of the process:

Any issue of concern or suggested changes to the existing network is typically raised within one of the supporting organisations (often following a report by one of the advisory committees), where it is discussed and a report produced which is then put out for public review. If the suggested changes impact on any other group within ICANN's system, that group also reviews the suggested changes and makes its views known. The result is then put out for public review a second time.

At the end of that process, the ICANN Board is provided with a report outlining all the previous discussions and with a list of recommendations. The Board then discusses the matter and either approves the changes, approves some and rejects others, rejects all of them, or sends the issue back down to one of the supporting organisations to review, often with an explanation as to what the problems are that need to be resolved before it can be approved.

The process is then rerun until all the different parts of ICANN can agree a compromise or the Board of Directors make a decision on a report it is presented with.

### **How is ICANN held accountable?**

ICANN has external as well as internal accountabilities.

Externally, ICANN is an organisation incorporated under the law of the State of California in the United States. That means ICANN must abide by the laws of the United States and can be called to account by the judicial system i.e. ICANN can be taken to court.

ICANN is also a non-profit public benefit corporation and its directors are legally responsible for upholding their duties under corporation law.

Internally, ICANN is accountable to the community through:

- Its bylaws
- The representative composition of the ICANN Board from across the globe
- An independent Nominating Committee that selects a majority of the voting Board members
- Senior staff who must be elected annually by the Board
- Three different dispute resolution procedures (Board reconsideration committee; Independent Review Panel; Ombudsman)

The full range of ICANN's accountability and transparency frameworks and principles are available online.

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\* There is an important exception to this in the form of "country code top-level domains" (ccTLDs) such as .de for Germany or .uk for the United Kingdom. There are over 250 ccTLDs, some of which have a contract with ICANN; others of which have signed working agreements with ICANN; and some of which have yet to enter any formal agreement with ICANN. ICANN however does carry out what is known as the "IANA function" in which every ccTLD's main address is listed so the rest of the Internet can find it. ICANN is also in the position where it can add new TLDs to the wider system, as it did in 2000 and 2004 when seven and six new TLDs respectively were "added to the root".



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## **EXHIBIT 4**



## **2013 Registrar Accreditation Agreement**

- 1. Registrar Accreditation Agreement**
- 2. Whois Accuracy Program Specification**
- 3. Registration Data Directory Service (Whois) Specification**
- 4. Consensus and Temporary Policy Specification**
- 5. Specification on Privacy and Proxy Registrations**
- 6. Data Retention Specification**
- 7. Registrar Information Specification**
- 8. Additional Registrar Operation Specification**
- 9. Registrants' Benefits and Responsibilities**
- 10. Logo License Specification**
- 11. Compliance Certificate**
- 12. Transition Addendum**



## Registrar Accreditation Agreement

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This REGISTRAR ACCREDITATION AGREEMENT (this "Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on \_\_\_\_\_, at Los Angeles, California, USA.

**1. DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:

1.1 "Account Holder" means the person or entity that is paying for the Registered Name or otherwise controls the management of the registered name, when that person or entity is not the Registered Name Holder.

1.2 "Accredited" or "Accreditation" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

1.3 "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, Controls, is controlled by, or is under common control with, the person or entity specified.

1.4 "Affiliated Registrar" is another Accredited registrar that is an Affiliate of Registrar.

1.5 "Applicable Registrar Family" means, with respect to Affiliated Registrars, such Affiliated Registrar as a group.

1.6 "Consensus Policy" has the meaning set forth in the Consensus Policies and Temporary Policies Specification attached hereto.

1.7 "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a

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member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

1.8 "DNS" refers to the Internet domain-name system.

1.9 The "Effective Date" is \_\_\_\_\_.

1.10 The "Expiration Date" is \_\_\_\_\_.

1.11 "gTLD" or "gTLDs" refers to the top-level domain(s) of the DNS delegated by ICANN pursuant to a registry agreement that is in full force and effect, other than any country code TLD (ccTLD) or internationalized domain name (IDN) country code TLD.

1.12 "gTLD Zone-File Data" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.

1.13 "Illegal Activity" means conduct involving use of a Registered Name sponsored by Registrar that is prohibited by applicable law and/or exploitation of Registrar's domain name resolution or registration services in furtherance of conduct involving the use of a Registered Name sponsored by Registrar that is prohibited by applicable law.

1.14 "Personal Data" refers to data about any identified or identifiable natural person.

1.15 "Registered Name" refers to a domain name within the domain of a gTLD, whether consisting of two (2) or more (e.g., john.smith.name) levels, about which a gTLD Registry Operator (or an Affiliate or subcontractor thereof engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a zone file (e.g., a registered but inactive name).

1.16 "Registered Name Holder" means the holder of a Registered Name.

1.17 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with Registered Name Holders and with a Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry Database.

1.18 "Registrar Approval" means the receipt of either of the following approvals:

1.18.1 The affirmative approval of Applicable Registrars accounting for 90% of the Total Registered Names Under Management by the Applicable Registrars; provided that, for purposes of calculating the Total Registered

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Names Under Management by Applicable Registrars, the Total Registered Names Under Management by each Applicable Registrar Family shall not exceed the Total Registered Names Under Management of the Applicable Registrar Family that is the fifth largest Applicable Registrar Family (measured by number of Registered Names Under Management), both for purposes of the numerator and the denominator; or

1.18.2 The affirmative approval of 50% plus one of the Applicable Registrars that participate in the process to approve or disapprove (i.e. vote for or against, but not abstain or otherwise fail to vote) a proposed amendment under Section 6, and the affirmative approval of Applicable Registrars accounting for 66.67% of the Total Registered Names Under Management by all Applicable Registrars; provided that, for purposes of calculating the Total Registered Names Under Management by Applicable Registrars, the Total Registered Names Under Management by each Applicable Registrar Family shall not exceed the total Registered Names Under Management of the Applicable Registrar Family that is the fifth largest Applicable Registrar Family (measured by number of Registered Names Under Management), both for purposes of the numerator and the denominator. An example of these calculations is set forth in Appendix 1 attached hereto.

1.19 "Registrar Services" means the services subject to this Agreement provided by a registrar in connection with a gTLD, and includes contracting with Registered Name Holders, collecting registration data about the Registered Name Holders, and submitting registration information for entry in the Registry Database.

1.20 "Registry Data" means all Registry Database data maintained in electronic form, and shall include gTLD Zone-File Data, all data used to provide Registry Services and submitted by registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or nameservers maintained in electronic form in a Registry Database.

1.21 "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of a registry that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

1.22 A "Registry Operator" is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity (those persons or entities) or, if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing Registry Services for a specific gTLD.

1.23 "Registry Services," with respect to a particular gTLD, shall have the meaning defined in the agreement between ICANN and the Registry Operator for that gTLD.

1.24 A "Reseller" is a person or entity that participates in Registrar's distribution channel for domain name registrations (a) pursuant to an agreement, arrangement or understanding with Registrar or (b) with Registrar's actual knowledge, provides some or all Registrar Services, including collecting registration data about Registered Name Holders, submitting that data to Registrar, or facilitating the entry of the registration agreement between the Registrar and the Registered Name Holder.

1.25 "Restricted Amendment" means (i) an amendment of the Consensus Policies and Temporary Policies Specification or (ii) the term of this Agreement as specified in Section 5.1, as such term may be extended pursuant to Section 5.2.

1.26 A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, in the event a registrar loses Accreditation, in accordance with then-current ICANN Specifications and Policies.

1.27 "Specifications and/or Policies" include Consensus Policies, Specifications (such as the Whois Accuracy Program Specification) referenced in this Agreement, and any amendments, policies, procedures, or programs specifically contemplated by this Agreement or authorized by ICANN's Bylaws.

1.28 "Term of this Agreement" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Agreement.

1.29 "Total Registered Names Under Management" means the total number of Registered Names sponsored by all Applicable Registrars as reflected in the latest monthly reports submitted to ICANN by Registrars.

1.30 "Whois Accuracy Program Specification" means the Whois Accuracy Program Specification attached hereto, as updated from time to time in accordance with this Agreement.

1.31 "Whois Specification" means the Registration Data Directory Service (Whois) Specification attached hereto, as updated from time to time in accordance with this Agreement.

1.32 "Working Group" means representatives of the Applicable Registrars and other members of the community that the Registrar Stakeholder Group appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registrar Agreements (excluding bilateral amendments pursuant to Section 6.9).

## 2. ICANN OBLIGATIONS.

2.1 Accreditation. During the Term of this Agreement and subject to the terms and conditions of this Agreement, Registrar is hereby Accredited by ICANN to act as a registrar (including to insert and renew registration of Registered Names in the Registry Database) for gTLDs.

2.2 Registrar Use of ICANN Name, Website and Trademarks. ICANN hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is Accredited by ICANN as a registrar for gTLDs, and (b) to link to pages and documents within the ICANN website. Subject to the terms and conditions set forth in the Logo License Specification attached hereto, ICANN hereby grants to Registrar a non-exclusive, worldwide right and license to use the Trademarks (as defined in the Logo License Specification). No other use of ICANN's name, website or Trademarks is licensed hereby. This license may not be assigned or sublicensed by Registrar to any other party, including, without limitation, any Affiliate of Registrar or any Reseller.

2.3 General Obligations of ICANN. With respect to all matters that impact the rights, obligations, or role of Registrar, ICANN shall during the Term of this Agreement:

2.3.1 exercise its responsibilities in an open and transparent manner;

2.3.2 not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;

2.3.3 not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and

2.3.4 ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by ICANN standards, policies, procedures or practices.

2.4 Use of ICANN Accredited Registrars. In order to promote competition in the registration of domain names, and in recognition of the value that ICANN-Accredited registrars bring to the Internet community, ICANN has ordinarily required gTLD registries under contract with ICANN to use ICANN-Accredited registrars, and ICANN will during the course of this agreement abide by any ICANN adopted Specifications or Policies requiring the use of ICANN-Accredited registrars by gTLD registries.

### 3. REGISTRAR OBLIGATIONS.

3.1 Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for one or more gTLDs in accordance with this Agreement.

3.2 Submission of Registered Name Holder Data to Registry. During the Term of this Agreement:

3.2.1 As part of its registration of Registered Names in a gTLD, Registrar shall submit to, or shall place in the Registry Database operated by, the Registry Operator for the gTLD the following data elements:

3.2.1.1 The name of the Registered Name being registered;

3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.2.1.3 The corresponding names of those nameservers;

3.2.1.4 Unless automatically generated by the registry system, the identity of the Registrar;

3.2.1.5 Unless automatically generated by the registry system, the expiration date of the registration; and

3.2.1.6 Any other data the Registry Operator requires be submitted to it.

The agreement between the Registry Operator of a gTLD and Registrar may, if approved by ICANN in writing, state alternative required data elements applicable to that gTLD, in which event, the alternative required data elements shall replace and supersede Subsections 3.2.1.1 through 3.2.1.6 stated above for all purposes under this Agreement but only with respect to that particular gTLD. When seeking approval for alternative required data elements, the data elements set forth in Subsections 3.2.1.1 through 3.2.1.6 should be considered suggested minimum requirements.

3.2.2 Within seven (7) days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2, 3.2.1.3, and 3.2.1.6 for any Registered Name that Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by, the relevant Registry Operator.

3.2.3 In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure or a change in the designated Registry Operator, within ten (10) days of any such request by ICANN,

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Registrar shall submit an electronic database containing the data elements listed in Subsections 3.2.1.1 through 3.2.1.6 for all active records in the registry sponsored by Registrar, in a format specified by ICANN, to the Registry Operator for the appropriate gTLD.

**3.3 Public Access to Data on Registered Names.** During the Term of this Agreement:

3.3.1 At its expense, Registrar shall provide an interactive web page and, with respect to any gTLD operating a “thin” registry, a port 43 Whois service (each accessible via both IPv4 and IPv6) providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar in any gTLD. Until otherwise specified by a Consensus Policy, such data shall consist of the following elements as contained in Registrar's database:

3.3.1.1 The name of the Registered Name;

3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.3.1.3 The identity of Registrar (which may be provided through Registrar's website);

3.3.1.4 The original creation date of the registration;

3.3.1.5 The expiration date of the registration;

3.3.1.6 The name and postal address of the Registered Name Holder;

3.3.1.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and

3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

The agreement between the Registry Operator of a gTLD and Registrar may, if approved by ICANN in writing, state alternative required data elements applicable to that gTLD, in which event, the alternative required data elements shall replace and supersede Subsections 3.3.1.1 through 3.3.1.8 stated above for all purposes under this Agreement but only with respect to that particular gTLD.

3.3.2 Upon receiving any updates to the data elements listed in Subsections 3.3.1.2, 3.3.1.3, and 3.3.1.5 through 3.3.1.8 from the Registered Name Holder,



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Registrar shall promptly update its database used to provide the public access described in Subsection 3.3.1.

3.3.3 Registrar may subcontract its obligation to provide the public access described in Subsection 3.3.1 and the updating described in Subsection 3.3.2, provided that Registrar shall remain fully responsible for the proper provision of the access and updating.

3.3.4 Registrar shall abide by any Consensus Policy that requires registrars to cooperatively implement a distributed capability that provides query-based Whois search functionality across all registrars. If the Whois service implemented by registrars does not in a reasonable time provide reasonably robust, reliable, and convenient access to accurate and up-to-date data, the Registrar shall abide by any Consensus Policy requiring Registrar, if reasonably determined by ICANN to be necessary (considering such possibilities as remedial action by specific registrars), to supply data from Registrar's database to facilitate the development of a centralized Whois database for the purpose of providing comprehensive Registrar Whois search capability.

3.3.5 In providing query-based public access to registration data as required by Subsections 3.3.1 and 3.3.4, Registrar shall not impose terms and conditions on use of the data provided, except as permitted by any Specification or Policy established by ICANN. Unless and until ICANN establishes a different Consensus Policy, Registrar shall permit use of data it provides in response to queries for any lawful purposes except to: (a) allow, enable, or otherwise support the transmission by e-mail, telephone, postal mail, facsimile or other means of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

3.3.6 In the event that ICANN determines, following analysis of economic data by an economist(s) retained by ICANN (which data has been made available to Registrar), that an individual or entity is able to exercise market power with respect to registrations or with respect to registration data used for development of value-added products and services by third parties, Registrar shall provide third-party bulk access to the data subject to public access under Subsection 3.3.1 under the following terms and conditions:

3.3.6.1 Registrar shall make a complete electronic copy of the data available at least one (1) time per week for download by third parties who have entered into a bulk access agreement with Registrar.

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3.3.6.2 Registrar may charge an annual fee, not to exceed US\$10,000, for such bulk access to the data.

3.3.6.3 Registrar's access agreement shall require the third party to agree not to use the data to allow, enable, or otherwise support any marketing activities, regardless of the medium used. Such media include but are not limited to e-mail, telephone, facsimile, postal mail, SMS, and wireless alerts.

3.3.6.4 Registrar's access agreement shall require the third party to agree not to use the data to enable high-volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

3.3.6.5 Registrar's access agreement must require the third party to agree not to sell or redistribute the data except insofar as it has been incorporated by the third party into a value-added product or service that does not permit the extraction of a substantial portion of the bulk data from the value-added product or service for use by other parties.

3.3.7 To comply with applicable statutes and regulations and for other reasons, ICANN may adopt a Consensus Policy establishing limits (a) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.3 and (b) on the manner in which Registrar may make such data available. Registrar shall comply with any such Consensus Policy.

3.3.8 Registrar shall meet or exceed the requirements set forth in the Whois Specification.

**3.4 Retention of Registered Name Holder and Registration Data.**

3.4.1 For each Registered Name sponsored by Registrar within a gTLD, Registrar shall collect and securely maintain, in its own electronic database, as updated from time to time:

3.4.1.1 the data specified in the Data Retention Specification attached hereto for the period specified therein;

3.4.1.2 The data elements listed in Subsections 3.3.1.1 through 3.3.1.8;

3.4.1.3 the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact;

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3.4.1.4 any other Registry Data that Registrar has submitted to the Registry Operator or placed in the Registry Database under Subsection 3.2; and

3.4.1.5 the name, postal address, e-mail address, and voice telephone number provided by the customer of any privacy service or licensee of any proxy registration service, in each case, offered or made available by Registrar or its Affiliates in connection with each registration. Effective on the date that ICANN fully implements a Proxy Accreditation Program established in accordance with Section 3.14, the obligations under this Section 3.4.1.5 will cease to apply as to any specific category of data (such as postal address) that is expressly required to be retained by another party in accordance with such Proxy Accreditation Program.

3.4.2 During the Term of this Agreement and for two (2) years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with the Registry Operator(s) and Registered Name Holders:

3.4.2.1 In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the Registry Operator(s);

3.4.2.2 In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders, including registration contracts; and

3.4.2.3 In electronic form, records of the accounts of all Registered Name Holders with Registrar.

3.4.3 During the Term of this Agreement and for two (2) years thereafter, Registrar shall make the data, information and records specified in this Section 3.4 available for inspection and copying by ICANN upon reasonable notice. In addition, upon reasonable notice and request from ICANN, Registrar shall deliver copies of such data, information and records to ICANN in respect to limited transactions or circumstances that may be the subject of a compliance-related inquiry; provided, however, that such obligation shall not apply to requests for copies of the Registrar's entire database or transaction history. Such copies are to be provided at Registrar's expense. In responding to ICANN's request for delivery of electronic data, information and records, Registrar may submit such information in a format reasonably convenient to Registrar and acceptable to ICANN so as to minimize disruption to the Registrar's business. In the event Registrar believes that the provision of any such data, information or records to ICANN would

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violate applicable law or any legal proceedings, ICANN and Registrar agree to discuss in good faith whether appropriate limitations, protections, or alternative solutions can be identified to allow the production of such data, information or records in complete or redacted form, as appropriate. ICANN shall not disclose the content of such data, information or records except as expressly required by applicable law, any legal proceeding or Specification or Policy.

3.4.4 Notwithstanding any other requirement in this Agreement or the Data Retention Specification, Registrar shall not be obligated to maintain records relating to a domain registration beginning on the date two (2) years following the domain registration's deletion or transfer away to a different registrar.

3.5 Rights in Data. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Subsections 3.2.1.1 through 3.2.1.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, each gTLD for which it is Accredited. Registrar does not disclaim rights in the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and Subsections 3.3.1.3 through 3.3.1.8 concerning active Registered Names sponsored by it in each gTLD for which it is Accredited, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 for the purpose of providing a service or services (such as a Whois service under Subsection 3.3.4) providing interactive, query-based public access. Upon a change in sponsorship from Registrar of any Registered Name in each gTLD for which it is Accredited, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 concerning that Registered Name, with Registrar also retaining the rights of an owner in that data. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Agreement and any Specifications or Policies or (2) transferring rights it claims in data elements subject to the provisions of this Subsection 3.5.

3.6 Data Escrow. During the Term of this Agreement, on a schedule, under the terms, and in the format specified by ICANN, Registrar shall submit an electronic copy of the data described in Subsections 3.4.1.2 through 3.4.1.5 to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, ICANN, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN; (2) the data shall be released from escrow upon expiration without renewal or termination of this Agreement; and (3) ICANN's rights under the escrow agreement shall be assigned with any assignment of this Agreement. The escrow shall provide that in

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the event the escrow is released under this Subsection, ICANN (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.

**3.7 Business Dealings, Including with Registered Name Holders.**

3.7.1 In the event ICANN adopts a Specification or Policy that is supported by a consensus of ICANN-Accredited registrars as reflected in the Registrar Stakeholder Group (or any successor group), establishing or approving a Code of Conduct for ICANN-Accredited registrars, Registrar shall abide by that Code of Conduct.

3.7.2 Registrar shall abide by applicable laws and governmental regulations.

3.7.3 Registrar shall not represent to any actual or potential Registered Name Holder that Registrar enjoys access to a registry for which Registrar is Accredited that is superior to that of any other registrar Accredited for that registry.

3.7.4 Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registered Name Holder upon activation of the registration.

3.7.5 At the conclusion of the registration period, failure by or on behalf of the Registered Name Holder to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period (although Registrar may choose to cancel the name earlier).

3.7.5.1 Extenuating circumstances are defined as: UDRP action, valid court order, failure of a Registrar's renewal process (which does not include failure of a registrant to respond), the domain name is used by a nameserver that provides DNS service to third-parties (additional time may be required to migrate the records managed by the nameserver), the registrant is subject to bankruptcy proceedings, payment dispute (where a registrant claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a registrant disputes the amount on a bill), domain name subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by ICANN.

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3.7.5.2 Where Registrar chooses, under extenuating circumstances, to renew a domain name without the explicit consent of the registrant, the registrar must maintain a record of the extenuating circumstances associated with renewing that specific domain name for inspection by ICANN consistent with clauses 3.4.2 and 3.4.3 of this registrar accreditation agreement.

3.7.5.3 In the absence of extenuating circumstances (as defined in Section 3.7.5.1 above), a domain name must be deleted within 45 days of either the registrar or the registrant terminating a registration agreement.

3.7.5.4 Registrar shall provide notice to each new registrant describing the details of their deletion and auto-renewal policy including the expected time at which a non-renewed domain name would be deleted relative to the domain's expiration date, or a date range not to exceed ten (10) days in length. If a registrar makes any material changes to its deletion policy during the period of the registration agreement, it must make at least the same effort to inform the registrant of the changes as it would to inform the registrant of other material changes to the registration agreement (as defined in clause 3.7.7 of the registrars accreditation agreement).

3.7.5.5 If Registrar operates a website for domain name registration or renewal, details of Registrar's deletion and auto-renewal policies must be clearly displayed on the website.

3.7.5.6 If Registrar operates a website for domain registration or renewal, it should state, both at the time of registration and in a clear place on its website, any fee charged for the recovery of a domain name during the Redemption Grace Period.

3.7.5.7 In the event that a domain which is the subject of a UDRP dispute is deleted or expires during the course of the dispute, the complainant in the UDRP dispute will have the option to renew or restore the name under the same commercial terms as the registrant. If the complainant renews or restores the name, the name will be placed in Registrar HOLD and Registrar LOCK status, the WHOIS contact information for the registrant will be removed, and the WHOIS entry will indicate that the name is subject to dispute. If the complaint is terminated, or the UDRP dispute finds against the complainant, the name will be deleted within 45 days. The registrant retains the right under the existing redemption grace period provisions to recover the name at any time during the Redemption Grace Period, and retains the right to renew the name before it is deleted.

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3.7.6 Registrar shall not insert or renew any Registered Name in any gTLD registry in a manner contrary to (i) any Consensus Policy stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal, or (ii) any list of names to be reserved from registration as required by the specific Registry Operator for which the Registrar is providing Registrar Services.

3.7.7 Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including at least the provisions set forth in Subsections 3.7.7.1 through 3.7.7.12, and which agreement shall otherwise set forth the terms and conditions applicable to the registration of a domain name sponsored by Registrar. The Registered Name Holder with whom Registrar enters into a registration agreement must be a person or legal entity other than the Registrar, provided that Registrar may be the Registered Name Holder for domains registered for the purpose of conducting its Registrar Services, in which case the Registrar shall submit to the provisions set forth in Subsections 3.7.7.1 through 3.7.7.12 and shall be responsible to ICANN for compliance with all obligations of the Registered Name Holder as set forth in this Agreement and Specifications and Policies. Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the registration agreement between Registrar and any Registered Name Holder that relate to implementing the requirements of Subsections 3.7.7.1 through 3.7.7.12 or any Consensus Policy.

3.7.7.1 The Registered Name Holder shall provide to Registrar accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8.

3.7.7.2 A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.

3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name

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Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

3.7.7.4 Registrar shall provide notice to each new or renewed Registered Name Holder stating:

3.7.7.4.1 The purposes for which any Personal Data collected from the applicant are intended;

3.7.7.4.2 The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);

3.7.7.4.3 Which data are obligatory and which data, if any, are voluntary; and

3.7.7.4.4 How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.

3.7.7.5 The Registered Name Holder shall consent to the data processing referred to in Subsection 3.7.7.4.

3.7.7.6 The Registered Name Holder shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third-party individuals whose Personal Data are supplied to Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.

3.7.7.7 Registrar shall agree that it will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with Subsection 3.7.7.4 above.

3.7.7.8 Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.



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3.7.7.9 The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

3.7.7.10 For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

3.7.7.11 The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

3.7.7.12 The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.

3.7.8 Registrar shall comply with the obligations specified in the Whois Accuracy Program Specification. In addition, notwithstanding anything in the Whois Accuracy Program Specification to the contrary, Registrar shall abide by any Consensus Policy requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy.

3.7.9 Registrar shall abide by any Consensus Policy prohibiting or restricting warehousing of or speculation in domain names by registrars.

3.7.10 Registrar shall publish on its website(s) and/or provide a link to the Registrants' Benefits and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.

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3.7.11 Registrar shall make available a description of the customer service handling processes available to Registered Name Holders regarding Registrar Services, including a description of the processes for submitting complaints and resolving disputes regarding the Registrar Services.

3.7.12 Nothing in this Agreement prescribes or limits the amount Registrar may charge Registered Name Holders for registration of Registered Names.

3.8 Domain-Name Dispute Resolution. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until ICANN adopts an alternative Consensus Policy or other Specification or Policy with respect to the resolution of disputes concerning Registered Names, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy ("UDRP") identified on ICANN's website ([www.icann.org/general/consensus-policies.htm](http://www.icann.org/general/consensus-policies.htm)), as may be modified from time to time. Registrar shall also comply with the Uniform Rapid Suspension ("URS") procedure or its replacement, as well as with any other applicable dispute resolution procedure as required by a Registry Operator for which Registrar is providing Registrar Services.

3.9 Accreditation Fees. As a condition of Accreditation, Registrar shall pay Accreditation fees to ICANN. These fees consist of yearly and variable fees.

3.9.1 Registrar shall pay ICANN a yearly Accreditation fee in an amount established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation. This yearly Accreditation fee shall not exceed US\$4,000. Payment of the yearly fee shall be due within thirty (30) days after invoice from ICANN, provided that Registrar may elect to pay the yearly fee in four (4) equal quarterly installments.

3.9.2 Registrar shall pay the variable Accreditation fees established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation, provided that in each case such fees are reasonably allocated among all registrars that contract with ICANN and that any such fees must be expressly approved by registrars accounting, in the aggregate, for payment of two-thirds of all registrar-level fees. Registrar shall pay such fees in a timely manner for so long as all material terms of this Agreement remain in full force and effect, and notwithstanding the pendency of any dispute between Registrar and ICANN.

3.9.3 For any payments thirty (30) days or more overdue, Registrar shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law from later of the date of the invoice or the date the invoice is sent pursuant to Section 7.6 of this Agreement. On reasonable notice given by ICANN to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of

Registrar's books and records by an independent third-party designated by ICANN that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).

3.9.4 The Accreditation fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes) that are imposed by or under the authority of any government or any political subdivision thereof on the Accreditation fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from, or an offset against such Accreditation fees. All payments due to ICANN shall be made without any deduction or withholding on account of any tax, duty, charge, or penalty except as required by applicable law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, ICANN receives (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

3.10 **Insurance.** Registrar shall maintain in force commercial general liability insurance or similar liability insurance as specified by ICANN with policy limits of at least US\$500,000 covering liabilities arising from Registrar's registrar business during the Term of this Agreement.

3.11 **Obligations of Registrars under common controlling interest.** Registrar shall be in breach of this Agreement if:

3.11.1 ICANN terminates an Affiliated Registrar's accreditation agreement with ICANN (an "Affiliate Termination");

3.11.2 Affiliated Registrar has not initiated arbitration challenging ICANN's right to terminate the Affiliated Registrar's accreditation agreement under Section 5.8 of this Agreement, or has initiated such arbitration and has not prevailed;

3.11.3 the Affiliate Termination was the result of misconduct that materially harmed consumers or the public interest;

3.11.4 a second Affiliated Registrar has pursued, after the Affiliate Termination, the same course of conduct that resulted in the Affiliate Termination; and

3.11.5 ICANN has provided Registrar with written notice that it intends to assert the provisions of this Section 3.11 with respect to Registrar, which notice shall identify in reasonable detail the factual basis for such assertion,

and Registrar has failed to cure the impugned conduct within fifteen (15) days of such notice.

**3.12 Obligations Related to Provision of Registrar Services by Third Parties.**

Registrar is responsible for the provision of Registrar Services for all Registered Names that Registrar sponsors being performed in compliance with this Agreement, regardless of whether the Registrar Services are provided by Registrar or a third party, including a Reseller. Registrar must enter into written agreements with all of its Resellers that enable Registrar to comply with and perform all of its obligations under this Agreement. In addition, Registrar must ensure that:

3.12.1 Its Resellers do not display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent themselves as Accredited by ICANN, unless they have written permission from ICANN to do so.

3.12.2 Any registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

3.12.3 Its Resellers identify the sponsoring registrar upon inquiry from the customer.

3.12.4 Its Resellers comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the Proxy Accreditation Program may require that: (i) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; and (ii) Registrar shall prohibit Resellers from knowingly accepting registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, Registrar shall require Resellers to comply with the Specification on Privacy and Proxy Registrations attached hereto.

3.12.5 Its Resellers' customers are provided with a link to an ICANN webpage detailing registrant educational information, as detailed in subsection 3.16 below.

3.12.6 In the event Registrar learns that a Reseller is causing Registrar to be in breach of any of the provisions of this Agreement, Registrar shall take reasonable steps to enforce its agreement with such Reseller so as to cure and prevent further instances of non-compliance.

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3.12.7 Its Resellers shall publish on their website(s) and/or provide a link to the Registrants' Benefits and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.

Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the agreement between Registrar and any Reseller that relate to the provisions of Registrar Services.

3.13 Registrar Training. Registrar's primary contact as identified in Subsection 7.6 below or designee (so long as the designee is employed by Registrar or an Affiliated Registrar) shall complete a training course covering registrar obligations under ICANN policies and agreements. The course will be provided by ICANN at no expense to Registrar, and shall be available in an online format.

3.14 Obligations Related to Proxy and Privacy Services. Registrar agrees to comply with any ICANN-adopted Specification or Policy that establishes a Proxy Accreditation Program. Registrar also agrees to reasonably cooperate with ICANN in the development of such program. Until such time as the Proxy Accreditation Program is established, Registrar agrees to comply with the Specification on Privacy and Proxy Registrations attached hereto.

3.15 Registrar Self-Assessment and Audits. Registrar shall complete and deliver to ICANN on a schedule and in the form specified by ICANN from time to time in consultation with registrars a Registrar self-assessment. Registrar shall complete and deliver to ICANN within twenty (20) days following the end of each calendar year, in a form specified by ICANN a certificate executed by the president, chief executive officer, chief financial officer or chief operating officer (or their equivalents) of Registrar certifying compliance with the terms and conditions of this Agreement. ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct on its behalf, contractual compliance audits to assess compliance by Registrar with the terms and conditions of this Agreement. Any audits pursuant to this Section 3.15 shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registrar. As part of such audit and upon request by ICANN, Registrar shall timely provide all responsive documents, data and any other information necessary to demonstrate Registrar's compliance with this Agreement. Upon no less than ten (10) days notice (unless otherwise agreed to by Registrar), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registrar with the terms and conditions of this Agreement. ICANN shall not disclose Registrar confidential information gathered through such audits except as required by applicable law, legal proceedings, or as expressly permitted by any Specification or

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Policy (including ICANN's Documentary Information Disclosure Policy, as such policy may be amended from time to time); provided, however, that, except as required by applicable law or legal proceedings, ICANN shall not release any information that Registrar has marked as, or has otherwise designated in writing to ICANN as, a "confidential trade secret," "confidential commercial information" or "confidential financial information" of Registrar. If any applicable law, legal proceeding or Specification or Policy permits such disclosure, ICANN will provide Registrar no less than fifteen (15) days notice of its intent to disclose such information, unless such notice is prohibited by law or legal proceeding. Such notice shall include to whom and in what manner ICANN plans to disclose such information.

**3.16 Link to Registrant Educational Information.** ICANN has published an educational webpage summarizing the terms of the Registrar Accreditation Agreement and related Consensus Policies (as of the date of this Agreement, located at: <http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm>). Registrar shall provide a link to such webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders at least as clearly as its links to policies or notifications required to be displayed under ICANN Consensus Policies. ICANN may, in consultation with registrars, update the content and/or URL for this website.

**3.17 Registrar Contact, Business Organization and Officer Information.** Registrar shall provide to ICANN and maintain accurate and current information as specified in the Registrar Information Specification to this Agreement. In addition, Registrar shall publish on each website through which Registrar provides or offers Registrar Services the information specified as requiring such publication in the Registrar Information Specification. Registrar shall notify ICANN within five (5) days of any changes to such information and update Registrar's website(s) within twenty (20) days of any such changes.

**3.18 Registrar's Abuse Contact and Duty to Investigate Reports of Abuse.**

3.18.1 Registrar shall maintain an abuse contact to receive reports of abuse involving Registered Names sponsored by Registrar, including reports of Illegal Activity. Registrar shall publish an email address to receive such reports on the home page of Registrar's website (or in another standardized place that may be designated by ICANN from time to time). Registrar shall take reasonable and prompt steps to investigate and respond appropriately to any reports of abuse.

3.18.2 Registrar shall establish and maintain a dedicated abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive reports of Illegal Activity by law enforcement, consumer protection, quasi-governmental or other similar authorities designated from time to time by the national or

territorial government of the jurisdiction in which the Registrar is established or maintains a physical office. Well-founded reports of Illegal Activity submitted to these contacts must be reviewed within 24 hours by an individual who is empowered by Registrar to take necessary and appropriate actions in response to the report. In responding to any such reports, Registrar will not be required to take any action in contravention of applicable law.

3.18.3 Registrar shall publish on its website a description of its procedures for the receipt, handling, and tracking of abuse reports. Registrar shall document its receipt of and response to all such reports. Registrar shall maintain the records related to such reports for the shorter of two (2) years or the longest period permitted by applicable law, and during such period, shall provide such records to ICANN upon reasonable notice.

3.19 Additional Technical Specifications to Implement IPV6, DNSSEC and IDNs. Registrar shall comply with the Additional Registrar Operations Specification attached hereto.

3.20 Notice of Bankruptcy, Convictions and Security Breaches. Registrar will give ICANN notice within seven (7) days of (i) the commencement of any of the proceedings referenced in Section 5.5.8. (ii) the occurrence of any of the matters specified in Section 5.5.2 or Section 5.5.3 or (iii) any unauthorized access to or disclosure of registrant account information or registration data. The notice required pursuant to Subsection (iii) shall include a detailed description of the type of unauthorized access, how it occurred, the number of registrants affected, and any action taken by Registrar in response.

3.21 Obligations of Registrars Affiliated with Registry Operators. In the event Registrar is Affiliated with any Registry Operator or back-end registry operator (an "Affiliated Relationship") during the Term of this Agreement, Registrar shall comply with all ICANN Specifications and Policies that may be developed from time to time with respect to such Affiliated Relationships, and will notify ICANN within thirty (30) days of the occurrence of the event that created the Affiliate relationship (e.g., the closing of any merger, acquisition or other transaction, or the execution of any agreement, in each case, giving rise to such Affiliated Relationship).

3.22 Cooperation with Emergency Registry Service Providers. In the event that ICANN transitions the operation of a registry for a gTLD in which Registrar sponsors Registered Names to an emergency registry service provider, Registrar shall cooperate in all reasonable respects with such emergency registry service provider, including by entering into a registry-registrar agreement with such provider necessary to effect the transition and by providing all Registered Name Holder data reasonably requested by such emergency operator for the purpose of facilitating an efficient transition of the registry for the gTLD.

**4. PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.**

**4.1 Compliance with Consensus Policies and Temporary Policies.** During the Term of this Agreement, Registrar shall comply with and implement all Consensus Policies and Temporary Policies in existence as of the Effective Date found at <http://www.icann.org/general/consensus-policies.htm>, and as may in the future be developed and adopted in accordance with the ICANN Bylaws, provided such future Consensus Policies and Temporary Policies are adopted in accordance with the procedures and relate to those topics and subject to those limitations set forth in the Consensus Policies and Temporary Policies Specification to this Agreement.

**5. TERM, TERMINATION AND DISPUTE RESOLUTION.**

**5.1 Term of Agreement.** This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated.

**5.2 Renewal.** This Agreement and Registrar's Accreditation will be renewed for successive periods of five (5) years upon the Expiration Date and the expiration of each successive five-year term thereafter under the terms and conditions of this Agreement, unless:

5.2.1 at the time of such renewal, Registrar no longer meets the ICANN registrar Accreditation criteria then in effect;

5.2.2 Registrar is not in compliance with its obligations under this Agreement at the time of the Expiration Date or at the expiration of any successive five (5) year term thereafter;

5.2.3 Registrar has been given notice by ICANN of three (3) or more material breaches of this Agreement within the two (2) years preceding the Expiration Date or the date of expiration of any successive five (5) year term thereafter; or

5.2.4 this Agreement has terminated prior to the Expiration Date or the expiration date of any successive five (5) year term thereafter.

In the event Registrar intends to renew this Agreement pursuant to this Section 5.2, Registrar shall provide ICANN written notice thereof during the period that is no more than ninety (90) days and no less than sixty (60) days prior to the Expiration Date and each successive five (5) year term thereafter. The provision of such notice shall not be a condition to renewal hereunder. Pursuant to its customary practices (as may be modified by ICANN), ICANN will provide notice to Registrar of the Expiration Date and the date of expiration of any subsequent term hereunder.



5.3 Right to Substitute Updated Agreement. In the event that, during the Term of this Agreement, ICANN adopts a revised form Registrar accreditation agreement (the "Updated RAA"), Registrar (provided it has not received (i) a notice of breach that it has not cured or (ii) a notice of termination or suspension of this Agreement under this Section 5) may elect, by giving ICANN written notice, to enter into the Updated RAA. In the event of such election, Registrar and ICANN shall as soon as practicable enter into the Updated RAA for the term specified in the Updated RAA, and this Agreement will be deemed terminated.

5.4 Termination of Agreement by Registrar. This Agreement may be terminated before its expiration by Registrar by giving ICANN thirty (30) days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to ICANN pursuant to this Agreement.

5.5 Termination of Agreement by ICANN. This Agreement may be terminated before its expiration by ICANN in any of the following circumstances:

5.5.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for Accreditation or renewal of Accreditation or any material accompanying the application.

5.5.2 Registrar:

5.5.2.1 is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have:

5.5.2.1.1 committed fraud,

5.5.2.1.2 committed a breach of fiduciary duty, or

5.5.2.1.3 with actual knowledge (or through gross negligence) permitted Illegal Activity in the registration or use of domain names or in the provision to Registrar by any Registered Name Holder of inaccurate Whois information; or

5.5.2.1.4 failed to comply with the terms of an order issued by a court of competent jurisdiction relating to the use of domain names sponsored by the Registrar;

or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing; or

5.5.2.2 is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others; or

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5.5.2.3 is the subject of a non-interlocutory order issued by a court or arbitral tribunal, in each case of competent jurisdiction, finding that Registrar has, directly or through an Affiliate, committed a specific violation(s) of applicable national law or governmental regulation relating to cybersquatting or its equivalent; or

5.5.2.4 is found by ICANN, based on its review of the findings of arbitral tribunals, to have been engaged, either directly or through its Affiliate, in a pattern and practice of trafficking in or use of domain names identical or confusingly similar to a trademark or service mark of a third party in which the Registered Name Holder has no rights or legitimate interest, which trademarks have been registered and are being used in bad faith.

5.5.3 Registrar knowingly employs any officer that is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such officer is not terminated within thirty (30) days of Registrar's knowledge of the foregoing; or any member of Registrar's board of directors or similar governing body is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such member is not removed from Registrar's board of directors or similar governing body within thirty (30) days of Registrar's knowledge of the foregoing.

5.5.4 Registrar fails to cure any breach of this Agreement within twenty-one (21) days after ICANN gives Registrar notice of the breach.

5.5.5 Registrar fails to comply with a ruling granting specific performance under Sections 5.7 or 7.1.

5.5.6 Registrar has been in fundamental and material breach of its obligations under this Agreement at least three (3) times within a twelve (12) month period.

5.5.7 Registrar continues acting in a manner that ICANN has reasonably determined endangers the stability or operational integrity of the Internet after receiving three (3) days notice of that determination.

5.5.8 (i) Registrar makes an assignment for the benefit of creditors or similar act; (ii) attachment, garnishment or similar proceedings are commenced against Registrar, which proceedings are a material threat to Registrar's ability to provide Registrar Services for gTLDs, and are not

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dismissed within sixty (60) days of their commencement; (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registrar or maintains control over any of Registrar's property; (iv) execution is levied upon any property of Registrar, (v) proceedings are instituted by or against Registrar under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within thirty (30) days of their commencement, or (vi) Registrar files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations.

**5.6 Termination Procedures.** This Agreement may be terminated in circumstances described in Subsections 5.5.1 through 5.5.6 above only upon fifteen (15) days written notice to Registrar (in the case of Subsection 5.5.4 occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.8 to determine the appropriateness of termination under this Agreement. This Agreement may be terminated immediately upon notice to Registrar in circumstances described in Subsections 5.5.7 and 5.5.8.

**5.7 Suspension.**

5.7.1 Upon the occurrence of any of the circumstances set forth in Section 5.5, ICANN may, in ICANN's sole discretion, upon delivery of a notice pursuant to Subsection 5.7.2, elect to suspend Registrar's ability to create or sponsor new Registered Names or initiate inbound transfers of Registered Names for any or all gTLDs for a period of up to a twelve (12) months following the effectiveness of such suspension. Suspension of a Registrar does not preclude ICANN's ability to issue a notice of termination in accordance with the notice requirements of Section 5.6.

5.7.2 Any suspension under Subsections 5.7.1 will be effective upon fifteen (15) days written notice to Registrar, with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.8 to determine the appropriateness of suspension under this Agreement.

5.7.3 Upon suspension, Registrar shall notify users, by posting a prominent notice on its web site, that it is unable to create or sponsor new gTLD domain name registrations or initiate inbound transfers of Registered Names. Registrar's notice shall include a link to the notice of suspension from ICANN.

5.7.4 If Registrar acts in a manner that ICANN reasonably determines endangers the stability or operational integrity of the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five (5) working days pending ICANN's application for more extended specific performance or injunctive relief under Subsection 7.1. Suspension

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of the Agreement under this Subsection may, at ICANN's sole discretion, preclude the Registrar from (i) providing Registration Services for gTLDs delegated by ICANN on or after the date of delivery of such notice to Registrar and (ii) creating or sponsoring new Registered Names or initiating inbound transfers of Registered Names for any gTLDs. Registrar must also post the statement specified in Subsection 5.7.3.

**5.8 Resolution of Disputes Under this Agreement.** Subject to the limitations set forth in Section 6 and Section 7.4, disputes arising under or in connection with this Agreement, including (1) disputes arising from ICANN's failure to renew Registrar's Accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5.8 pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. Except as set forth in Section 7.4.5, there shall be one (1) arbitrator agreed by the parties from a list of AAA arbitrators, or if parties do not agree on an arbitrator within fifteen (15) days of the AAA request that the parties designate an arbitrator, the AAA shall choose and appoint an arbitrator, paying due regard to the arbitrator's knowledge of the DNS. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrator to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrator may not reallocate the attorneys' fees in conjunction with their award. The arbitrator shall render its decision within ninety (90) days of the conclusion of the arbitration hearing. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Agreement by ICANN pursuant to Section 5.5 or suspension of Registrar by ICANN pursuant to Section 5.7.1, Registrar may at the same time request that the arbitration panel stay the termination or suspension until the arbitration decision is rendered. The arbitration panel shall order a stay: (i) upon showing by Registrar that continued operations would not be harmful to consumers or the public interest, or (ii) upon appointment by the arbitration panel of a qualified third party to manage the operations of the Registrar until the arbitration decision is rendered. In furtherance of sub-clause (ii) above, the arbitration panel is hereby granted all necessary authority to appoint a qualified third-party to manage the operations of the Registrar upon the Registrar's request and if the panel deems it appropriate. In selecting the third-party manager, the arbitration panel shall take into consideration, but shall not be bound by, any expressed preferences of Registrar. Any order granting a request for a stay must be issued within fourteen (14) days after the filing of the arbitration. If an order granting a request for a stay is not issued within fourteen (14) days, ICANN has the right to proceed with the termination of this Agreement pursuant to Section 5.5 or suspension of the Registrar pursuant to Section 5.7.1. In the event Registrar initiates arbitration to contest an Independent Review Panel's decision under Subsection 4.3.3 sustaining the ICANN Board of Director's determination that a specification or policy is supported by consensus, Registrar may at the same time request that the arbitration

panel stay the requirement that it comply with the policy until the arbitration decision is rendered, and that request shall have the effect of staying the requirement until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

**5.9 Limitations on Monetary Remedies for Violations of this Agreement.** ICANN's aggregate monetary liability for violations of this Agreement shall not exceed an amount equal to the Accreditation fees paid by Registrar to ICANN under Subsection 3.9 of this Agreement during the preceding twelve-month period. Registrar's monetary liability to ICANN for violations of this Agreement shall be limited to Accreditation fees owing to ICANN under this Agreement and, except in the case of a good faith disagreement concerning the interpretation of this agreement, reasonable payment to ICANN for the reasonable and direct costs including attorney fees, staff time, and other related expenses associated with legitimate efforts to enforce Registrar compliance with this agreement and costs incurred by ICANN to respond to or mitigate the negative consequences of such behavior for Registered Name Holders and the Internet community. In the event of repeated willful material breaches of the agreement, Registrar shall be liable for sanctions of up to five (5) times ICANN's enforcement costs, but otherwise in no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.

## **6. AMENDMENT AND WAIVER.**

6.1 If the ICANN Board of Directors determines that an amendment to this Agreement (including to the Specifications referred to herein, unless such Specifications expressly do not permit amendment thereto) and all other registrar agreements between ICANN and the Applicable Registrars (the "Applicable Registrar Agreements") is desirable (each, a "Special Amendment"), ICANN may adopt a Special Amendment pursuant to the requirements of and process set forth in this Section 6; provided that a Special Amendment may not be a Restricted Amendment.

6.2 Prior to submitting a Special Amendment for Registrar Approval, ICANN shall first consult in good faith with the Working Group regarding the form and substance of such Special Amendment. The duration of such consultation shall be reasonably determined by ICANN based on the substance of the Special Amendment. Following

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such consultation, ICANN may propose the adoption of a Special Amendment by publicly posting such amendment on its website for no less than thirty (30) calendar days (the "Posting Period") and providing notice of such proposed amendment to the Applicable Registrars in accordance with Section 7.6. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registrars).

6.3 If, within one hundred eighty (180) calendar days following the expiration of the Posting Period (the "Approval Period"), the ICANN Board of Directors approves a Special Amendment (which may be in a form different than submitted for public comment, but must address the subject matter of the Special Amendment posted for public comment, as modified to reflect and/or address input from the Working Group and public comments), ICANN shall provide notice of, and submit, such Special Amendment for approval or disapproval by the Applicable Registrars. If, during the sixty (60) calendar day period following the date ICANN provides such notice to the Applicable Registrars, such Special Amendment receives Registrar Approval, such Special Amendment shall be deemed approved (an "Approved Amendment") by the Applicable Registrars, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Approved Amendment to Registrar (the "Amendment Effective Date"). In the event that a Special Amendment does not receive Registrar Approval, the Special Amendment shall be deemed not approved by the Applicable Registrars (a "Rejected Amendment"). A Rejected Amendment will have no effect on the terms and conditions of this Agreement, except as set forth below.

6.4 If the ICANN Board of Directors reasonably determines that a Rejected Amendment falls within the subject matter categories set forth in Section 1.2 of the Consensus Policies and Temporary Policies Specification, the ICANN Board of Directors may adopt a resolution (the date such resolution is adopted is referred to herein as the "Resolution Adoption Date") requesting an Issue Report (as such term is defined in ICANN's Bylaws) by the Generic Names Supporting Organization (the "GNSO") regarding the substance of such Rejected Amendment. The policy development process undertaken by the GNSO pursuant to such requested Issue Report is referred to herein as a "PDP." If such PDP results in a Final Report supported by a GNSO Supermajority (as defined in ICANN's Bylaws) that either (i) recommends adoption of the Rejected Amendment as Consensus Policy or (ii) recommends against adoption of the Rejected Amendment as Consensus Policy, and, in the case of (i) above, the Board adopts such Consensus Policy, Registrar shall comply with its obligations pursuant to Section 4 of this Agreement. In either case, ICANN will abandon the Rejected Amendment and it will have no effect on the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this Section 6.4, the ICANN Board of Directors shall not be required to initiate a PDP with respect to a Rejected Amendment if, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registrar Approval pursuant to Section 6.3, the subject matter of such Rejected Amendment was the

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subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation.

6.5 If (i) a Rejected Amendment does not fall within the subject matter categories set forth in Section 1.2 of the Consensus Policies and Temporary Policies Specification, (ii) the subject matter of a Rejected Amendment was, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registrar Approval pursuant to Section 6.3, the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation, or (iii) a PDP does not result in a Final Report supported by a GNSO Supermajority that either (a) recommends adoption of the Rejected Amendment as Consensus Policy or (b) recommends against adoption of the Rejected Amendment as Consensus Policy (or such PDP has otherwise been abandoned or terminated for any reason), then, in any such case, such Rejected Amendment may still be adopted and become effective in the manner described below. In order for the Rejected Amendment to be adopted, the following requirements must be satisfied:

6.5.1 the subject matter of the Rejected Amendment must be within the scope of ICANN's mission and consistent with a balanced application of its core values (as described in ICANN's Bylaws);

6.5.2 the Rejected Amendment must be justified by a Substantial and Compelling Reason in the Public Interest, must be likely to promote such interest, taking into account competing public and private interests that are likely to be affected by the Rejected Amendment, and must be narrowly tailored and no broader than reasonably necessary to address such Substantial and Compelling Reason in the Public Interest;

6.5.3 to the extent the Rejected Amendment prohibits or requires conduct or activities, imposes material costs on the Applicable Registrars, and/or materially reduces public access to domain name services, the Rejected Amendment must be the least restrictive means reasonably available to address the Substantial and Compelling Reason in the Public Interest;

6.5.4 the ICANN Board of Directors must submit the Rejected Amendment, along with a written explanation of the reasoning related to its determination that the Rejected Amendment meets the requirements set out in subclauses (i) through (iii) above, for public comment for a period of no less than thirty (30) calendar days; and

6.5.5 following such public comment period, the ICANN Board of Directors must (i) engage in consultation (or direct ICANN management to engage in consultation) with the Working Group, subject matter experts, members of the GNSO, relevant advisory committees and other interested stakeholders with respect to such Rejected Amendment for a period of no less than sixty

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(60) calendar days; and (ii) following such consultation, reapprove the Rejected Amendment (which may be in a form different than submitted for Registrar Approval, but must address the subject matter of the Rejected Amendment, as modified to reflect and/or address input from the Working Group and public comments) by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy (a "Board Amendment").

Such Board Amendment shall, subject to Section 6.6, be deemed an Approved Amendment, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Board Amendment to Registrar (which effective date shall be deemed the Amendment Effective Date hereunder). Notwithstanding the foregoing, a Board Amendment may not amend the registrar fees charged by ICANN hereunder, or amend this Section 6.

6.6 Notwithstanding the provisions of Section 6.5, a Board Amendment shall not be deemed an Approved Amendment if, during the thirty (30) calendar day period following the approval by the ICANN Board of Directors of the Board Amendment, the Working Group, on the behalf of the Applicable Registrars, submits to the ICANN Board of Directors an alternative to the Board Amendment (an "Alternative Amendment") that meets the following requirements:

6.6.1 sets forth the precise text proposed by the Working Group to amend this Agreement in lieu of the Board Amendment;

6.6.2 addresses the Substantial and Compelling Reason in the Public Interest identified by the ICANN Board of Directors as the justification for the Board Amendment; and

6.6.3 compared to the Board Amendment is: (a) more narrowly tailored to address such Substantial and Compelling Reason in the Public Interest, and (b) to the extent the Alternative Amendment prohibits or requires conduct or activities, imposes material costs on Affected Registrars, or materially reduces access to domain name services, is a less restrictive means to address the Substantial and Compelling Reason in the Public Interest.

Any proposed amendment that does not meet the requirements of subclauses 6.6.1 through 6.6.3 in the immediately preceding sentence shall not be considered an Alternative Amendment hereunder and therefore shall not supersede or delay the effectiveness of the Board Amendment. If, following the submission of the Alternative Amendment to the ICANN Board of Directors, the Alternative Amendment receives Registrar Approval, the Alternative Amendment shall supersede the Board Amendment and shall be deemed an Approved Amendment hereunder (and shall be effective and deemed an amendment to this Agreement on



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the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Alternative Amendment to Registrar, which effective date shall be deemed the Amendment Effective Date hereunder), unless, within a period of sixty (60) calendar days following the date that the Working Group notifies the ICANN Board of Directors of Registrar Approval of such Alternative Amendment (during which time ICANN shall engage with the Working Group with respect to the Alternative Amendment), the ICANN Board of Directors by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy, rejects the Alternative Amendment. If (A) the Alternative Amendment does not receive Registrar Approval within thirty (30) days of submission of such Alternative Amendment to the Applicable Registrars (and the Working Group shall notify ICANN of the date of such submission), or (B) the ICANN Board of Directors rejects the Alternative Amendment by such two-thirds vote, the Board Amendment (and not the Alternative Amendment) shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice to Registrar (which effective date shall be deemed the Amendment Effective Date hereunder). If the ICANN Board of Directors rejects an Alternative Amendment, the board shall publish a written rationale setting forth its analysis of the criteria set forth in Sections 6.6.1 through 6.6.3. The ability of the ICANN Board of Directors to reject an Alternative Amendment hereunder does not relieve the Board of the obligation to ensure that any Board Amendment meets the criteria set forth in Section 6.5.1 through 6.5.5.

6.7 In the event that Registrar believes an Approved Amendment does not meet the substantive requirements set out in this Section 6 or has been adopted in contravention of any of the procedural provisions of this Section 6, Registrar may challenge the adoption of such Special Amendment pursuant to the dispute resolution provisions set forth in Section 5.8, except that such arbitration shall be conducted by a three-person arbitration panel. Any such challenge must be brought within sixty (60) calendar days following the date ICANN provided notice to Registrar of the Approved Amendment, and ICANN may consolidate all challenges brought by registrars (including Registrar) into a single proceeding. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process.

6.8 Registrar may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registrar hereunder, an "Exemption Request") during the thirty (30) calendar day period following the date ICANN provided notice to Registrar of such Approved Amendment.

6.8.1 Each Exemption Request will set forth the basis for such request and provide detailed support for an exemption from the Approved Amendment. An Exemption Request may also include a detailed description and support for any alternatives to, or a variation of, the Approved Amendment proposed by such Registrar.

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6.8.2 An Exemption Request may only be granted upon a clear and convincing showing by Registrar that compliance with the Approved Amendment conflicts with applicable laws or would have a material adverse effect on the long-term financial condition or results of operations of Registrar. No Exemption Request will be granted if ICANN determines, in its reasonable discretion, that granting such Exemption Request would be materially harmful to registrants or result in the denial of a direct benefit to registrants.

6.8.3 Within ninety (90) calendar days of ICANN's receipt of an Exemption Request, ICANN shall either approve (which approval may be conditioned or consist of alternatives to or a variation of the Approved Amendment) or deny the Exemption Request in writing, during which time the Approved Amendment will not amend this Agreement.

6.8.4 If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement; provided, that any conditions, alternatives or variations of the Approved Amendment required by ICANN shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date. If such Exemption Request is denied by ICANN, the Approved Amendment will amend this Agreement as of the Amendment Effective Date (or, if such date has passed, such Approved Amendment shall be deemed effective immediately on the date of such denial), provided that Registrar may, within thirty (30) calendar days following receipt of ICANN's determination, appeal ICANN's decision to deny the Exemption Request pursuant to the dispute resolution procedures set forth in Section 5.8.

6.8.5 The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process. For avoidance of doubt, only Exemption Requests submitted by Registrar that are approved by ICANN pursuant to this Article 6 or through an arbitration decision pursuant to Section 5.8 shall exempt Registrar from any Approved Amendment, and no Exemption Request granted to any other Applicable Registrar (whether by ICANN or through arbitration), shall have any effect under this Agreement or exempt Registrar from any Approved Amendment.

6.9 Except as set forth in Section 4, Subsection 5.3, this Section 6, Section 7.4 and as otherwise set forth in this Agreement and the Specifications hereto, no amendment, supplement or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, and nothing in this Section 6 or Section 7.4 shall restrict ICANN and Registrar from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to

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enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. For the avoidance of doubt, nothing in this Section 6 or Section 7.4 shall be deemed to limit Registrar's obligation to comply with Section 4.

6.10 Notwithstanding anything in this Section 6 to the contrary, (a) if Registrar provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registrar Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registrar, and (b) no Approved Amendment adopted pursuant to Section 6 shall become effective with respect to Registrar if Registrar provides ICANN with an irrevocable notice of termination pursuant to Section 5.4.

**7. MISCELLANEOUS PROVISIONS.**

7.1 Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.8, provided the party seeking such performance is not in material breach of its obligations.

7.2 Handling by ICANN of Registrar-Supplied Data. Before receiving any Personal Data from Registrar, ICANN shall specify to Registrar in writing the purposes for and conditions under which ICANN intends to use the Personal Data. ICANN may from time to time provide Registrar with a revised specification of such purposes and conditions, which specification shall become effective no fewer than thirty (30) days after it is provided to Registrar. ICANN shall not use Personal Data provided by Registrar for a purpose or under conditions inconsistent with the specification in effect when the Personal Data was provided. ICANN shall take reasonable steps to avoid uses of the Personal Data by third parties inconsistent with the specification.

7.3 Assignment; Change of Ownership or Management.

7.3.1 Except as set forth in this Section 7.3.1, either party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld. If ICANN fails to expressly provide or withhold its consent to any requested assignment (an "Assignment Request") of this Agreement by Registrar within thirty (30) calendar days of ICANN's receipt of notice of such Assignment Request (or, if ICANN has requested additional information from Registrar in connection with its review of such request, sixty (60) calendar days of the receipt of all requested written information regarding such request) from Registrar, ICANN shall be deemed to have consented to such requested assignment. Notwithstanding the foregoing, (i) ICANN may assign this Agreement without the consent of Registrar upon approval of the ICANN Board of Directors in conjunction with

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a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (ii) Registrar may assign this Agreement without the consent of ICANN to a wholly-owned subsidiary of Registrar upon such subsidiary's express assumption of the terms and conditions of this Agreement, and (iii) ICANN shall be deemed to have consented to an Assignment Request in which the assignee associated with such Assignment Request is a party to a Registrar Accreditation Agreement with ICANN on the terms set forth in this Agreement (provided that such assignee is then in compliance with the terms and conditions of such Registrar Accreditation Agreement in all material respects), unless ICANN provides to Registrar a written objection to such Assignment Request within ten (10) calendar days of ICANN's receipt of notice of such Assignment Request pursuant to this Section 7.3.1.

7.3.2 To the extent that an entity acquires a Controlling interest in Registrar's stock, assets or business, Registrar shall provide ICANN notice within seven (7) days of such an acquisition. Such notification shall include a statement that affirms that Registrar meets the Specification or Policy on Accreditation criteria then in effect, and is in compliance with its obligations under this Agreement. Within thirty (30) days of such notification, ICANN may request additional information from the Registrar establishing compliance with this Agreement, in which case Registrar must supply the requested information within fifteen (15) days. Any disputes concerning Registrar's continued Accreditation shall be resolved pursuant to Section 5.8.

7.4 Negotiation Process.

7.4.1 If either the Chief Executive Officer of ICANN ("CEO") or the Chairperson of the Registrar Stakeholder Group ("Chair") desires to discuss any revision(s) to this Agreement, the CEO or Chair, as applicable, shall provide written notice to the other person, which shall set forth in reasonable detail the proposed revisions to this Agreement (a "Negotiation Notice"). Notwithstanding the foregoing, neither the CEO nor the Chair may (i) propose revisions to this Agreement that modify any Consensus Policy then existing, (ii) propose revisions to this Agreement pursuant to this Section 7.4 on or before June 30, 2014, or (iii) propose revisions or submit a Negotiation Notice more than once during any twelve month period beginning on July 1, 2014.

7.4.2 Following receipt of the Negotiation Notice by either the CEO or the Chair, ICANN and the Working Group shall consult in good faith negotiations regarding the form and substance of the proposed revisions to this Agreement, which shall be in the form of a proposed amendment to this Agreement (the "Proposed Revisions"), for a period of at least ninety (90) calendar days (unless a resolution is earlier reached) and attempt to reach a mutually acceptable agreement relating to the Proposed Revisions (the "Discussion Period").

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7.4.3 If, following the conclusion of the Discussion Period, an agreement is reached on the Proposed Revisions, ICANN shall post the mutually agreed Proposed Revisions on its website for public comment for no less than thirty (30) calendar days (the "Posting Period") and provide notice of such revisions to all Applicable Registrars in accordance with Section 7.6. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registrars). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registrar Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment by the Applicable Registrars and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registrar.

7.4.4 If, following the conclusion of the Discussion Period, an agreement is not reached between ICANN and the Working Group on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (the "Mediation Notice") requiring each party to attempt to resolve the disagreements related to the Proposed Revisions through impartial, facilitative (non-evaluative) mediation in accordance with the terms and conditions set forth below. In the event that a Mediation Notice is provided, ICANN and the Working Group shall, within fifteen (15) calendar days thereof, simultaneously post the text of their desired version of the Proposed Revisions and a position paper with respect thereto on ICANN's website.

7.4.4.1 The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or an Applicable Registrar. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 7.4.4.1.

7.4.4.2 The mediator shall conduct the mediation in accordance with the rules and procedures for facilitative mediation that he or she determines following consultation with the parties. The parties shall

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discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute.

7.4.4.3 Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

7.4.4.4 If an agreement is reached during the mediation, ICANN shall post the mutually agreed Proposed Revisions on its website for the Posting Period and provide notice to all Applicable Registrars in accordance with Section 7.6. ICANN and the Working Group will consider the public comments submitted on the agreed Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registrars). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registrar Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment by the Applicable Registrars and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) days notice from ICANN to Registrar.

7.4.4.5 If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the mediation shall automatically terminate (unless extended by agreement of the parties). The mediator shall deliver to the parties a definition of the issues that could be considered in future arbitration, if invoked. Those issues are subject to the limitations set forth in Section 7.4.5.2 below.

7.4.5 If, following mediation, ICANN and the Working Group have not reached an agreement on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (an "Arbitration Notice") requiring ICANN and the Applicable Registry Operators to resolve the dispute through binding arbitration in accordance with the arbitration provisions of Section 5.8, subject to the requirements and limitations of this Section 7.4.5.

7.4.5.1 If an Arbitration Notice is sent, the mediator's definition of issues, along with the Proposed Revisions (be those from ICANN, Registrars or both) shall be posted for public comment on ICANN's website for a period of no less than thirty (30) calendar days. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registrars), and information regarding such comments and consideration shall be provided to the a three (3) person arbitrator panel. Each party may modify is Proposed Revisions before and after the Posting Period. The arbitration

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proceeding may not commence prior to the closing of such public comment period, and ICANN may consolidate all challenges brought by registrars (including Registrar) into a single proceeding. Except as set forth in this Section 7.4.5.1, the arbitration shall be conducted pursuant to Section 5.8.

7.4.5.2 No dispute regarding the Proposed Revisions may be submitted for arbitration to the extent the subject matter of the Proposed Revisions (i) relates to Consensus Policy, (ii) falls within the subject matter categories set forth in Section 1.2 of the Consensus Policies and Temporary Policies Specification, or (iii) seeks to amend any of the following provisions or Specifications of this Agreement: Sections 2, 4 and 6; subsections 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.8, 3.9, 3.14, 3.19, 3.21, 5.1, 5.2 or 5.3; and the Consensus Policies and Temporary Policies Specification, Data Retention Specification, WHOIS Accuracy Program Specification, Registration Data Directory Service (WHOIS) Specification or the Additional Registrar Operation Specification.

7.4.5.3 The mediator will brief the arbitrator panel regarding ICANN and the Working Group's respective proposals relating to the Proposed Revisions.

7.4.5.4 No amendment to this Agreement relating to the Proposed Revisions may be submitted for arbitration by either the Working Group or ICANN, unless, in the case of the Working Group, the proposed amendment has received Registrar Approval and, in the case of ICANN, the proposed amendment has been approved by the ICANN Board of Directors.

7.4.5.5 In order for the arbitrator panel to approve either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions, the arbitrator panel must conclude that such proposed amendment is consistent with a balanced application of ICANN's core values (as described in ICANN's Bylaws) and reasonable in light of the balancing of the costs and benefits to the business interests of the Applicable Registrars and ICANN (as applicable), and the public benefit sought to be achieved by the Proposed Revisions as set forth in such amendment. If the arbitrator panel concludes that either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions meets the foregoing standard, such amendment shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registrar and deemed an Approved Amendment hereunder.

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7.4.6 With respect to an Approved Amendment relating to an amendment proposed by ICANN, Registrar may apply in writing to ICANN for an exemption from such amendment pursuant to the provisions of Section 6.8.

7.4.7 Notwithstanding anything in this Section 7.4 to the contrary, (a) if Registrar provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registrar Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registrar, and (b) no Approved Amendment adopted pursuant to Section 7.4 shall become effective with respect to Registrar if Registrar provides ICANN with an irrevocable notice of termination pursuant to Section 5.4.

7.5 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registrar to any non-party to this Agreement, including any Registered Name Holder.

7.6 Notices and Designations. Except as provided in Section 4.4 and Section 6, all notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Each party shall notify the other party within thirty (30) days of any change to its contact information. Any written notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile with receipt of confirmation of delivery, when scheduled for delivery by internationally recognized courier service, or when delivered by electronic means followed by an affirmative confirmation of receipt by the recipient's facsimile machine or email server. For any notice of a new Specification or Policy established in accordance with this Agreement, Registrar shall be afforded a reasonable period of time after notice of the establishment of such Specification or Policy is e-mailed to Registrar and posted on the ICANN website in which to comply with that specification, policy or program, taking into account any urgency involved. Notices and designations by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registrar.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers  
12025 Waterfront Drive, Suite 300  
Los Angeles, California 90094-2536 USA  
Attention: Registrar Accreditation Notices  
Telephone: 1/310/823-9358  
Facsimile: 1/310/823-8649

If to Registrar, addressed to:



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[Registrar Name]  
[Courier Address]  
[Mailing Address]  
Attention: [contact person]  
Registrar Website URL: [URL]  
Telephone: [telephone number]  
Facsimile: [fax number]  
e-mail: [e-mail address]

7.7 Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

7.8 Language. All notices, designations, and Specifications or Policies made under this Agreement shall be in the English language.

7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.10 Entire Agreement. Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to ICANN in connection with its Accreditation, this Agreement (including the specifications, which form part of it) constitutes the entire agreement of the parties pertaining to the Accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

7.11 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement; (b) the balance of this Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of this Agreement shall be enforceable in accordance with its terms.

[signature page follows]

Approved by the ICANN Board on 27 June 2013

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

**ICANN**

**[Registrar]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## WHOIS ACCURACY PROGRAM SPECIFICATION

Registrar shall implement and comply with the requirements set forth in this Specification, as well as any commercially practical updates to this Specification that are developed by ICANN and the Registrar Stakeholder Group during the Term of the Registrar Accreditation Agreement.

1. Except as provided for in Section 3 below, within fifteen (15) days of (1) the registration of a Registered Name sponsored by Registrar, (2) the transfer of the sponsorship of a Registered Name to Registrar, or (3) any change in the Registered Name Holder with respect to any Registered Name sponsored by Registrar, Registrar will, with respect to both Whois information and the corresponding customer account holder contact information related to such Registered Name:
  - a. Validate the presence of data for all fields required under Subsection 3.3.1 of the Agreement in a proper format for the applicable country or territory.
  - b. Validate that all email addresses are in the proper format according to RFC 5322 (or its successors).
  - c. Validate that telephone numbers are in the proper format according to the ITU-T E.164 notation for international telephone numbers (or its equivalents or successors).
  - d. Validate that postal addresses are in a proper format for the applicable country or territory as defined in UPU Postal addressing format templates, the S42 address templates (as they may be updated) or other standard formats.
  - e. Validate that all postal address fields are consistent across fields (for example: street exists in city, city exists in state/province, city matches postal code) where such information is technically and commercially feasible for the applicable country or territory.
  - f. Verify:
    - i. the email address of the Registered Name Holder (and, if different, the Account Holder) by sending an email requiring an affirmative response through a tool-based authentication method such as providing a unique code that must be returned in a manner designated by the Registrar, or
    - ii. the telephone number of the Registered Name Holder (and, if different, the Account Holder) by either (A) calling or sending an SMS to the Registered Name Holder's telephone number providing a unique code that must be returned in a manner designated by the Registrar, or (B) calling the Registered Name Holder's telephone number and requiring the Registered Name Holder to provide a unique code that was sent to the

Registered Name Holder via web, email or postal mail.

In either case, if Registrar does not receive an affirmative response from the Registered Name Holder, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the Account Holder), Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.

2. Except as provided in Section 3 below, within fifteen (15) calendar days after receiving any changes to contact information in Whois or the corresponding customer account contact information related to any Registered Name sponsored by Registrar (whether or not Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar will validate and, to the extent required by Section 1, verify the changed fields in the manner specified in Section 1 above. If Registrar does not receive an affirmative response from the Registered Name Holder providing the required verification, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the Account Holder, Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.
3. Except as set forth in paragraph 4 below, Registrar is not required to perform the above validation and verification procedures in Section 1(a) through 1(f) above, if Registrar has already successfully completed the validation and verification procedures on the identical contact information and is not in possession of facts or knowledge of circumstances that suggest that the information is no longer valid.
4. If Registrar has any information suggesting that the contact information specified in Section 1(a) through 1(f) above is incorrect (such as Registrar receiving a bounced email notification or non-delivery notification message in connection with compliance with ICANN's Whois Data Reminder Policy or otherwise) for any Registered Name sponsored by Registrar (whether or not Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar must verify or re-verify, as applicable, the email address(es) as described in Section 1.f (for example by requiring an affirmative response to a Whois Data Reminder Policy notice). If, within fifteen (15) calendar days after receiving any such information, Registrar does not receive an affirmative response from the Registered Name Holder providing the required verification, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If, within fifteen (15) calendar days after receiving any such information, Registrar does not receive an affirmative response from the customer paying for the Registered Name, if applicable, providing the required verification, Registrar shall verify the applicable

contact information manually, but is not required to suspend any registration.

5. Upon the occurrence of a Registered Name Holder's willful provision of inaccurate or unreliable WHOIS information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen (15) calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration, Registrar shall either terminate or suspend the Registered Name Holder's Registered Name or place such registration on clientHold and clientTransferProhibited, until such time as Registrar has validated the information provided by the Registered Name Holder.
6. The terms and conditions of this Specification shall be reviewed by ICANN in consultation with the Registrar Stakeholder Group on or about the first anniversary of the date that the form of this Agreement is first executed by a registrar.
7. Nothing within this Specification shall be deemed to require Registrar to perform verification or validation of any customer account holder information where the customer account holder does not have any Registered Names under sponsorship of Registrar.

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## WHOIS ACCURACY PROGRAM SPECIFICATION

Registrar shall implement and comply with the requirements set forth in this Specification, as well as any commercially practical updates to this Specification that are developed by ICANN and the Registrar Stakeholder Group during the Term of the Registrar Accreditation Agreement.

1. Except as provided for in Section 3 below, within fifteen (15) days of (1) the registration of a Registered Name sponsored by Registrar, (2) the transfer of the sponsorship of a Registered Name to Registrar, or (3) any change in the Registered Name Holder with respect to any Registered Name sponsored by Registrar, Registrar will, with respect to both Whois information and the corresponding customer account holder contact information related to such Registered Name:
  - a. Validate the presence of data for all fields required under Subsection 3.3.1 of the Agreement in a proper format for the applicable country or territory.
  - b. Validate that all email addresses are in the proper format according to RFC 5322 (or its successors).
  - c. Validate that telephone numbers are in the proper format according to the ITU-T E.164 notation for international telephone numbers (or its equivalents or successors).
  - d. Validate that postal addresses are in a proper format for the applicable country or territory as defined in UPU Postal addressing format templates, the S42 address templates (as they may be updated) or other standard formats.
  - e. Validate that all postal address fields are consistent across fields (for example: street exists in city, city exists in state/province, city matches postal code) where such information is technically and commercially feasible for the applicable country or territory.
  - f. Verify:
    - i. the email address of the Registered Name Holder (and, if different, the Account Holder) by sending an email requiring an affirmative response through a tool-based authentication method such as providing a unique code that must be returned in a manner designated by the Registrar, or
    - ii. the telephone number of the Registered Name Holder (and, if different, the Account Holder) by either (A) calling or sending an SMS to the Registered Name Holder's telephone number providing a unique code that must be returned in a manner designated by the Registrar, or (B) calling the Registered Name Holder's telephone number and requiring the Registered Name Holder to provide a unique code that was sent to the

Registered Name Holder via web, email or postal mail.

In either case, if Registrar does not receive an affirmative response from the Registered Name Holder, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the Account Holder), Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.

2. Except as provided in Section 3 below, within fifteen (15) calendar days after receiving any changes to contact information in Whois or the corresponding customer account contact information related to any Registered Name sponsored by Registrar (whether or not Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar will validate and, to the extent required by Section 1, verify the changed fields in the manner specified in Section 1 above. If Registrar does not receive an affirmative response from the Registered Name Holder providing the required verification, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the Account Holder, Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.
3. Except as set forth in paragraph 4 below, Registrar is not required to perform the above validation and verification procedures in Section 1(a) through 1(f) above, if Registrar has already successfully completed the validation and verification procedures on the identical contact information and is not in possession of facts or knowledge of circumstances that suggest that the information is no longer valid.
4. If Registrar has any information suggesting that the contact information specified in Section 1(a) through 1(f) above is incorrect (such as Registrar receiving a bounced email notification or non-delivery notification message in connection with compliance with ICANN's Whois Data Reminder Policy or otherwise) for any Registered Name sponsored by Registrar (whether or not Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar must verify or re-verify, as applicable, the email address(es) as described in Section 1.f (for example by requiring an affirmative response to a Whois Data Reminder Policy notice). If, within fifteen (15) calendar days after receiving any such information, Registrar does not receive an affirmative response from the Registered Name Holder providing the required verification, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If, within fifteen (15) calendar days after receiving any such information, Registrar does not receive an affirmative response from the customer paying for the Registered Name, if applicable, providing the required verification, Registrar shall verify the applicable



contact information manually, but is not required to suspend any registration.

5. Upon the occurrence of a Registered Name Holder's willful provision of inaccurate or unreliable WHOIS information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen (15) calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration, Registrar shall either terminate or suspend the Registered Name Holder's Registered Name or place such registration on clientHold and clientTransferProhibited, until such time as Registrar has validated the information provided by the Registered Name Holder.
6. The terms and conditions of this Specification shall be reviewed by ICANN in consultation with the Registrar Stakeholder Group on or about the first anniversary of the date that the form of this Agreement is first executed by a registrar.
7. Nothing within this Specification shall be deemed to require Registrar to perform verification or validation of any customer account holder information where the customer account holder does not have any Registered Names under sponsorship of Registrar.

**Approved by the ICANN Board on 27 June 2013**

## REGISTRATION DATA DIRECTORY SERVICE (WHOIS) SPECIFICATION

1. **Registration Data Directory Services.** Until ICANN requires a different protocol, Registrar will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service providing free public query-based access to at least the elements set forth in Section 3.3.1.1 through 3.3.1.8 of the Registrar Accreditation Agreement in the format set forth in Section 1.4 of this Specification. ICANN reserves the right to specify alternative formats and protocols, and upon such specification, the Registrar will implement such alternative specification as soon as reasonably practicable.

Following the publication by the IETF of a Proposed Standard, Draft Standard or Internet Standard and any revisions thereto (as specified in RFC 2026) relating to the web-based directory service as specified in the IETF Web Extensible Internet Registration Data Service working group, Registrar shall implement the directory service specified in any such standard (or any revision thereto) no later than 135 days after such implementation is requested by ICANN. Registrar shall implement internationalized registration data publication guidelines according to the specification published by ICANN following the work of the ICANN Internationalized Registration Data Working Group (IRD-WG) and its subsequent efforts, no later than 135 days after it is approved by the ICANN Board.

- 1.1. The format of responses shall follow a semi-free text format outline below, followed by a blank line and a legal disclaimer specifying the rights of Registrar, and of the user querying the database.
- 1.2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by a colon and a space as delimiters, followed by the value.
- 1.3. For fields where more than one value exists, multiple numbered key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.

### 1.4. Domain Name Data:

1.4.1. **Query format:** `whois -h whois.example-registrar.tld EXAMPLE.TLD`

1.4.2. **Response format:**

The format of responses shall contain all the elements and follow a semi-free text format outline below. Additional data elements can be added at the end of the text

format outlined below. The data element may, at the option of Registrar, be followed by a blank line and a legal disclaimer specifying the rights of Registrar, and of the user querying the database (provided that any such legal disclaimer must be preceded by such blank line).

Domain Name: EXAMPLE.TLD  
Registry Domain ID: D1234567-TLD  
Registrar WHOIS Server: whois.example-registrar.tld  
Registrar URL: http://www.example-registrar.tld  
Updated Date: 2009-05-29T20:13:00Z  
Creation Date: 2000-10-08T00:45:00Z  
Registrar Registration Expiration Date: 2010-10-08T00:44:59Z  
Registrar: EXAMPLE REGISTRAR LLC  
Registrar IANA ID: 5555555  
Registrar Abuse Contact Email: email@registrar.tld  
Registrar Abuse Contact Phone: +1.1235551234  
Reseller: EXAMPLE RESELLER<sup>1</sup>  
Domain Status: clientDeleteProhibited<sup>2</sup>  
Domain Status: clientRenewProhibited  
Domain Status: clientTransferProhibited  
Registry Registrant ID: 5372808-ERL<sup>3</sup>  
Registrant Name: EXAMPLE REGISTRANT<sup>4</sup>  
Registrant Organization: EXAMPLE ORGANIZATION  
Registrant Street: 123 EXAMPLE STREET  
Registrant City: ANYTOWN  
Registrant State/Province: AP<sup>5</sup>  
Registrant Postal Code: A1A1A1<sup>6</sup>  
Registrant Country: AA  
Registrant Phone: +1.5555551212  
Registrant Phone Ext: 1234<sup>7</sup>  
Registrant Fax: +1.5555551213  
Registrant Fax Ext: 4321  
Registrant Email: EMAIL@EXAMPLE.TLD  
Registry Admin ID: 5372809-ERL<sup>8</sup>

<sup>1</sup> Data element may be deleted, provided that if the data element is used, it must appear at this location.

<sup>2</sup> Note: all applicable statuses must be displayed in the Whois output.

<sup>3</sup> May be left blank if not available from Registry.

<sup>4</sup> For the Registrant, Admin and Tech contact fields requiring a "Name" or "Organization", the output must include either the name or organization (or both, if available).

<sup>5</sup> All "State/Province" fields may be left blank if not available.

<sup>6</sup> All "Postal Code" fields may be left blank if not available.

<sup>7</sup> All "Phone Ext", "Fax" and "Fax Ext" fields may be left blank if not available.

<sup>8</sup> May be left blank if not available from Registry.

Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE  
Admin Organization: EXAMPLE REGISTRANT ORGANIZATION  
Admin Street: 123 EXAMPLE STREET  
Admin City: ANYTOWN  
Admin State/Province: AP  
Admin Postal Code: A1A1A1  
Admin Country: AA  
Admin Phone: +1.5555551212  
Admin Phone Ext: 1234  
Admin Fax: +1.5555551213  
Admin Fax Ext: 1234  
Admin Email: EMAIL@EXAMPLE.TLD  
Registry Tech ID: 5372811-ERL<sup>9</sup>  
Tech Name: EXAMPLE REGISTRANT TECHNICAL  
Tech Organization: EXAMPLE REGISTRANT LLC  
Tech Street: 123 EXAMPLE STREET  
Tech City: ANYTOWN  
Tech State/Province: AP  
Tech Postal Code: A1A1A1  
Tech Country: AA  
Tech Phone: +1.1235551234  
Tech Phone Ext: 1234  
Tech Fax: +1.5555551213  
Tech Fax Ext: 93  
Tech Email: EMAIL@EXAMPLE.TLD  
Name Server: NS01.EXAMPLE-REGISTRAR.TLD<sup>10</sup>  
Name Server: NS02.EXAMPLE-REGISTRAR.TLD  
DNSSEC: signedDelegation  
URL of the ICANN WHOIS Data Problem Reporting System:  
<http://wdprs.internic.net/>  
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

- 1.5. The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers, email addresses, date and times must conform to the mappings specified in EPP RFCs 5730-5734 (or its successors), and IPv6 addresses format should conform to RFC 5952 (or its successor), so that the display of this information (or values returned in WHOIS responses) can be uniformly processed and understood.

## **2. Service Level Agreement for Registration Data Directory Services (RDDS)**

### **2.1 Definitions**

<sup>9</sup> May be left blank if not available from Registry.

<sup>10</sup> All associated nameservers must be listed.

- **IP address.** Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.
- **Probes.** Network hosts used to perform tests (see below) that are located at various global locations.
- **RDDS.** Registration Data Directory Services refers to the collective of WHOIS and Web based WHOIS services.
- **RTT.** Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.
- **SLR.** Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

## 2.2 Service Level Agreement Matrix

	Parameter	SLR (monthly basis)
RDDS	RDDS availability	less than or equal to 864 min of downtime
	RDDS query RTT	less than or equal to 4000 ms, for at least 95% of the queries
	RDDS update time	less than or equal to 60 min, for at least 95% of the probes

Registrar is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. Since substantial downtime is already incorporated in the availability metric, planned outages or similar; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

**2.2.1 RDDS availability.** Refers to the ability of all the RDDS services for the Registrar to respond to queries from an Internet user with appropriate data from the relevant registrar system. If 51% or more of the RDDS testing probes see any of the RDDS services as unavailable during a given time, the RDDS will be considered unavailable.

**2.2.2 WHOIS query RTT.** Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the RTT is 5-times or more the corresponding SLR, the RTT will be considered undefined.

**2.2.3 Web-based-WHOIS query RTT.** Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the

reception of the HTTP response for only one HTTP request. If Registrar implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

**2.2.4 RDDS query RTT.** Refers to the collective of "**WHOIS query RTT**" and "**Web-based- WHOIS query RTT**".

**2.2.5 RDDS update time.** Refers to the time measured from the receipt of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

**2.2.6 RDDS test.** Means one query sent to a particular "**IP address**" of one of the servers of one of the RDDS services. Queries shall be about existing objects in the registrar system and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an **RTT** 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDDS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.

**2.2.7 Measuring RDDS parameters.** Every 5 minutes, RDDS probes will select one IP address from all the public-DNS registered "**IP addresses**" of the servers for each RDDS service of the Registrar being monitored and make an "**RDDS test**" to each one. If an "**RDDS test**" result is undefined/unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

**2.2.8 Collating the results from RDDS probes.** The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

**2.2.9 Placement of RDDS probes.** Probes for measuring RDDS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

### **2.3 Covenants of Performance Measurement**

Registrar shall not interfere with measurement **Probes**, including any form of preferential treatment of the requests for the monitored services. Registrar shall respond to the measurement tests described in this Specification as it would do with any other request from Internet users (for RDDS).

## CONSENSUS POLICIES AND TEMPORARY POLICIES SPECIFICATION

### 1. Consensus Policies.

- 1.1. "**Consensus Policies**" are those policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 1.2 of this document. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with the process set forth therein.
- 1.2. Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including registrars. Consensus Policies shall relate to one or more of the following:
  - 1.2.1. issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet, Registrar Services, Registry Services, or the Domain Name System ("DNS");
  - 1.2.2. functional and performance specifications for the provision of Registrar Services;
  - 1.2.3. registrar policies reasonably necessary to implement Consensus Policies relating to a gTLD registry;
  - 1.2.4. resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names, but including where such policies take into account use of the domain names); or
  - 1.2.5. restrictions on cross-ownership of registry operators and registrars or Resellers and regulations and restrictions with respect to registrar and registry operations and the use of registry and registrar data in the event that a registry operator and a registrar or Reseller are affiliated.
- 1.3. Such categories of issues referred to in Section 1.2 shall include, without limitation:
  - 1.3.1. principles for allocation of registered names in a TLD (e.g., first-come/first-served, timely renewal, holding period after expiration);
  - 1.3.2. prohibitions on warehousing of or speculation in domain names by registries or registrars;
  - 1.3.3. reservation of registered names in a TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (i) avoidance of confusion among or misleading of users, (ii) intellectual property, or (iii) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);
  - 1.3.4. maintenance of and access to accurate and up-to-date information concerning Registered Names and name servers;
  - 1.3.5. procedures to avoid disruptions of domain name registrations due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility among continuing registrars of the Registered Names sponsored in a TLD by a registrar losing accreditation; and
  - 1.3.6. the transfer of registration data upon a change in registrar sponsoring one or more Registered Names.



- 1.4. In addition to the other limitations on Consensus Policies, they shall not:
  - 1.4.1. prescribe or limit the price of Registrar Services;
  - 1.4.2. modify the limitations on Temporary Policies (defined below) or Consensus Policies;
  - 1.4.3. modify the provisions in the Registrar Accreditation Agreement regarding terms or conditions for the renewal, termination or amendment of the Registrar Accreditation Agreement or fees paid by Registrar to ICANN; or
  - 1.4.4. modify ICANN's obligations to not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and to not single out Registrar for disparate treatment unless justified by substantial and reasonable cause, and exercise its responsibilities in an open and transparent manner.
2. **Temporary Policies.** Registrar shall comply with and implement all specifications or policies established by the ICANN Board of Directors (the "**Board**") on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of Registrar Services, Registry Services or the DNS or the Internet ("**Temporary Policies**").
  - 2.1. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Policy, the Board shall state the period of time for which the Temporary Policy is adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws.
    - 2.1.1. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Policy and why the Board believes such Temporary Policy should receive the consensus support of Internet stakeholders.
    - 2.1.2. If the period of time for which the Temporary Policy is adopted exceeds 90 days, the Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such Temporary Policy in effect until such time as it becomes a Consensus Policy. If the one year period expires or, if during such one year period, the Temporary Policy does not become a Consensus Policy and is not reaffirmed by the Board, Registrar shall no longer be required to comply with or implement such Temporary Policy.
3. **Notice and Conflicts.** Registrar shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Policy in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registrar Services and Consensus Policies or any Temporary Policy, the Consensus Policies or Temporary Policy shall control, but only with respect to subject matter in conflict. For the avoidance of doubt, Consensus Policies that meet the requirements of this Specification may supplement or supersede provisions of the agreements between Registrar and ICANN, but only to the extent that such Consensus Policies relate to the matters set forth in Section 1.2 and 1.3 of this Specification.

## **SPECIFICATION ON PRIVACY AND PROXY REGISTRATIONS**

Until the earlier to occur of (i) January 1, 2017, and (ii) the date ICANN establishes and implements a Privacy and Proxy Accreditation Program as referenced in Section 3.14 of the Registrar Accreditation Agreement, Registrar agrees to comply, and to require its Affiliates and Resellers to comply, with the terms of this Specification, provided that ICANN and the Working Group may mutually agree to extend the term of this Specification. This Specification may not be modified by ICANN or Registrar.

1. **Definitions.** For the purposes of this Specification, the following definitions shall apply.
  - 1.1 "P/P Customer" means, regardless of the terminology used by the P/P Provider, the licensee, customer, beneficial user, beneficiary, or other recipient of Privacy Services and Proxy Services.
  - 1.2 "Privacy Service" is a service by which a Registered Name is registered to its beneficial user as the Registered Name Holder, but for which alternative, reliable contact information is provided by the P/P Provider for display of the Registered Name Holder's contact information in the Registration Data Service (Whois) or equivalent services.
  - 1.3 "Proxy Service" is a service through which a Registered Name Holder licenses use of a Registered Name to the P/P Customer in order to provide the P/P Customer use of the domain name, and the Registered Name Holder's contact information is displayed in the Registration Data Service (Whois) or equivalent services rather than the P/P Customer's contact information.
  - 1.4 "P/P Provider" or "Service Provider" is the provider of Privacy/Proxy Services, including Registrar and its Affiliates, as applicable.
2. **Obligations of Registrar.** For any Proxy Service or Privacy Service offered by the Registrar or its Affiliates, including any of Registrar's or its Affiliates' P/P services distributed through Resellers, and used in connection with Registered Names Sponsored by the Registrar, the Registrar and its Affiliates must require all P/P Providers to follow the requirements described in this Specification and to abide by the terms and procedures published pursuant to this Specification.
  - 2.1 **Disclosure of Service Terms.** P/P Provider shall publish the terms and conditions of its service (including pricing), on its website and/or Registrar's website.

- 2.2 Abuse/Infringement Point of Contact. P/P Provider shall publish a point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights).
  - 2.3 Disclosure of Identity of P/P Provider. P/P Provider shall publish its business contact information on its website and/or Registrar's website.
  - 2.4 Terms of service and description of procedures. The P/P Provider shall publish on its website and/or Registrar's website a copy of the P/P Provider service agreement and description of P/P Provider's procedures for handling the following:
    - 2.4.1 The process or facilities to report abuse of a domain name registration managed by the P/P Provider;
    - 2.4.2 The process or facilities to report infringement of trademarks or other rights of third parties;
    - 2.4.3 The circumstances under which the P/P Provider will relay communications from third parties to the P/P Customer;
    - 2.4.4 The circumstances under which the P/P Provider will terminate service to the P/P Customer;
    - 2.4.5 The circumstances under which the P/P Provider will reveal and/or publish in the Registration Data Service (Whois) or equivalent service the P/P Customer's identity and/or contact data; and
    - 2.4.6 A description of the support services offered by P/P Providers to P/P Customers, and how to access these services.
  - 2.5 Escrow of P/P Customer Information. Registrar shall include P/P Customer contact information in its Registration Data Escrow deposits required by Section 3.6 of the Agreement. P/P Customer Information escrowed pursuant to this Section 2.5 of this Specification may only be accessed by ICANN in the event of the termination of the Agreement or in the event Registrar ceases business operations.
3. Exemptions. Registrar is under no obligation to comply with the requirements of this specification if it can be shown that:
    - 3.1 Registered Name Holder employed the services of a P/P Provider that is not provided by Registrar, or any of its Affiliates;

- 3.2 Registered Name Holder licensed a Registered Name to another party (i.e., is acting as a Proxy Service) without Registrar's knowledge; or
- 3.3 Registered Name Holder has used P/P Provider contact data without subscribing to the service or accepting the P/P Provider terms and conditions.

## DATA RETENTION SPECIFICATION

1. During the Term of this Agreement, for each Registered Name sponsored by Registrar within a gTLD, Registrar shall collect and securely maintain in its own electronic database (as updated from time to time) the data specified below:
  - 1.1. Registrar shall collect the following information from registrants at the time of registration of a domain name (a "Registration") and shall maintain that information for the duration of Registrar's sponsorship of the Registration and for a period of two additional years thereafter:
    - 1.1.1. First and last name or full legal name of registrant;
    - 1.1.2. First and last name or, in the event registrant is a legal person, the title of the registrant's administrative contact, technical contact, and billing contact;
    - 1.1.3. Postal address of registrant, administrative contact, technical contact, and billing contact;
    - 1.1.4. Email address of registrant, administrative contact, technical contact, and billing contact;
    - 1.1.5. Telephone contact for registrant, administrative contact, technical contact, and billing contact;
    - 1.1.6. WHOIS information, as set forth in the WHOIS Specification;
    - 1.1.7. Types of domain name services purchased for use in connection with the Registration; and
    - 1.1.8. To the extent collected by Registrar, "card on file," current period third party transaction number, or other recurring payment data.
  - 1.2. Registrar shall collect the following information and maintain that information for no less than one hundred and eighty (180) days following the relevant interaction:
    - 1.2.1. Information regarding the means and source of payment reasonably necessary for the Registrar to process the Registration transaction, or a transaction number provided by a third party payment processor;
    - 1.2.2. Log files, billing records and, to the extent collection and maintenance of such records is commercially practicable or consistent with industry-wide generally accepted standard practices within the industries in which Registrar operates, other

records containing communications source and destination information, including, depending on the method of transmission and without limitation: (1) Source IP address, HTTP headers, (2) the telephone, text, or fax number; and (3) email address, Skype handle, or instant messaging identifier, associated with communications between Registrar and the registrant about the Registration; and

1.2.3. Log files and, to the extent collection and maintenance of such records is commercially practicable or consistent with industry-wide generally accepted standard practices within the industries in which Registrar operates, other records associated with the Registration containing dates, times, and time zones of communications and sessions, including initial registration.

2. If, based on the receipt of either (i) a written legal opinion from a nationally recognized law firm in the applicable jurisdiction that states that the collection and/or retention of any data element specified herein by Registrar is reasonably likely to violate applicable law (the "Opinion") or (ii) a ruling of, or written guidance from, a governmental body of competent jurisdiction providing that compliance with the data collection and/or retention requirements of this Specification violates applicable law, Registrar determines in good faith that the collection and/or retention of any data element specified in this Specification violates applicable law, Registrar may provide written notice of such determination to ICANN and request a waiver from compliance with specific terms and conditions of this Specification (a "Waiver Request"). Such written notice shall: (i) specify the relevant applicable law, the allegedly offending data collection and retention elements, the manner in which the collection and/or retention of such data violates applicable law, and a reasonable description of such determination and any other facts and circumstances related thereto, (ii) be accompanied by a copy of the Opinion and governmental ruling or guidance, as applicable, and (iii) be accompanied by any documentation received by Registrar from any governmental authority, in each case, related to such determination, and such other documentation reasonably requested by ICANN. Following receipt of such notice, ICANN and Registrar shall discuss the matter in good faith in an effort to reach a mutually acceptable resolution of the matter. Until such time as ICANN's Procedure for Handling Whois Conflicts with Privacy Law is modified to include conflicts relating to the requirements of this Specification and if ICANN agrees with Registrar's determination, ICANN's office of general counsel may temporarily or permanently suspend compliance and enforcement of the affected provisions of this Specification and grant the Waiver Request. Prior to granting any exemption hereunder, ICANN will post its determination on its website for a period of thirty (30) calendar days. Following such modification of ICANN's Procedure for Handling Whois Conflicts with Privacy Law, all Waiver Requests (whether granted or denied) shall be resolved pursuant to such modified procedures.

3. If (i) ICANN has previously waived compliance with the requirements of any requirement of this Data Retention Specification in response to a Waiver Request from a registrar that is located in the same jurisdiction as Registrar and (ii) Registrar is subject to the same applicable law that gave rise to ICANN's agreement to grant such waiver, Registrar may request that ICANN to grant a similar waiver, which request shall be approved by ICANN, unless ICANN provides Registrar with a reasonable justification for not approving such request, in which case Registrar may thereafter make an Waiver Request pursuant to Section 2 of this Data Retention Specification.
4. Any modification of this Data Retention Specification to address violations of applicable law shall only apply during the period of time that the specific provisions of the applicable law giving rise to such violations remain in effect. If the applicable law is repealed or modified (or preempted) in a manner that would no longer prohibit the collection and/or retention of data and information as originally specified in this Data Retention Specification, Registrar agrees that the original version of this Specification will apply to the maximum extent permitted by such modified applicable law.

## **REGISTRAR INFORMATION SPECIFICATION**

Registrar shall provide to ICANN the information specified below, which shall be maintained in accordance with Section 3.17 of the Agreement. With regard to information identified below, ICANN will hold such information pursuant to the disclosure requirements set forth in Section 3.15 of the Agreement.

### **General Information**

1. Full legal name of Registrar.
2. Legal form of the Registrar (e.g., LLC, Corporation, Government Body, Intergovernmental Organization, etc.).
3. The jurisdiction in which the Registrar's business is registered for legal and financial purposes.
4. The Registrar's business registration number and the name of the authority that issued this number.
5. Every business name and/or trade name used by the Registrar.
6. Provide current documentation demonstrating that the Registrar entity is legally established and in good standing. For proof of establishment, provide charter documents or other equivalent document (e.g., membership agreement) of the entity. If the Registrar is a government body or organization, provide a certified copy of the relevant statute, governmental decision or other instrument under which the government body or organization has been established. With respect to an entity other than a government body or organization, where no such certificates or documents are available in the Registrar's jurisdiction, an affidavit drafted and signed by a notary public or a legal practitioner duly qualified in the courts of the Registrar's jurisdiction, declaring that the organization is established and in good standing, must be provided.
7. Correspondence address for the Registrar.\* This address will be used for contractual purposes, and the Registrar must be able to accept notices and service of legal process at this address. No Post Office boxes are allowed.
8. Primary phone number where the Registrar can be reached for contractual purposes.
9. Primary Fax number where the Registrar can be reached for contractual purposes.
10. Primary Email address where the Registrar can be reached for contractual purposes.



11. If the location or address of Registrar's principal place of business is different from the address provided in 7, provide details including address, phone number, fax number and email address.\* Provide ICANN with current documentation demonstrating that the Registrar is legally entitled to do business in the principal place of business.

12. Any other addresses where the Registrar will be operated or managed, if different from either its principal place of business or correspondence address provided above. (If so, please explain.) Provide ICANN with current documentation demonstrating that the Registrar is legally entitled to do business in each location identified.

13. Primary contact name:

Title  
Address  
Phone number  
Fax number  
Email address

14. URL and Location of Port 43 WHOIS server.

#### **Ownership, Directors and Officers Information**

15. Full name, contact information, and position of any persons or entities owning at least 5% of the ownership interest in Registrar's current business entity. For each person listed, please specify such person's percentage ownership.

16. Full name, contact information, and position of all directors of the Registrar.

17. Full name, contact information, and position of all officers of the Registrar.\* (Officer names and positions must be publicly displayed.)

18. Full name, contact information, and position of all senior management and other key personnel overseeing the provision of Registrar Services.

19. For every person or entity mentioned in the answers to questions 15 to 18, indicate if that person or entity:

a) within the past ten years, has been convicted of a felony or of a misdemeanor related to financial activities, or has been judged by a court to have committed fraud or breach of fiduciary duty, or has been the subject of a judicial determination that is similar or related to any of these;

b) within the past ten years, has been disciplined by any government or industry regulatory body for conduct involving dishonesty or misuse of funds of others;

c) is currently involved in any judicial or regulatory proceeding that could result in a conviction, judgment, determination, or discipline of the type specified in items 19(a) or 19(b); or

d) is the subject of a disqualification imposed by ICANN.

Provide details if any of the above events in (a)-(d) have occurred.

20. List all Affiliated Registrars, if any, and briefly describe the Affiliation.
21. For any entities listed in item 20, must provide information required in items 1-14 above.
22. List the ultimate parent entity of the Registrar, if applicable.\*

**Other**

23. Does the Registrar or any of its Affiliates offer any Privacy Service or Proxy Service (as such terms on defined in the Specification on Privacy and Proxy Registrations)? If yes, list the entities or individuals providing the Privacy Service or Proxy Service.
24. For any entities listed in item 20, provide information required in 1-14 above.
25. Does the Registrar utilize or benefit from the services of Resellers?
26. If yes, provide a list of all such Resellers known to Registrar. The information specified in this item 26 shall be made available to ICANN upon request. At such time as ICANN develops a secure method for the receipt and retention of such information, such information shall thereafter be provided to ICANN in accordance with Section 3.17 of the Agreement.

## **ADDITIONAL REGISTRAR OPERATION SPECIFICATION**

This Specification may be modified by ICANN from time to time after consultation with the Registrar Stakeholder Group (or its successor), provided that such updates are commercially practical with respect to the registrar industry, taken as a whole.

### **1. DNSSEC**

Registrar must allow its customers to use DNSSEC upon request by relaying orders to add, remove or change public key material (e.g., DNSKEY or DS resource records) on behalf of customers to the Registries that support DNSSEC. Such requests shall be accepted and processed in a secure manner and according to industry best practices. Registrars shall accept any public key algorithm and digest type that is supported by the TLD of interest and appears in the registries posted at: <<http://www.iana.org/assignments/dns-sec-alg-numbers/dns-sec-alg-numbers.xml>> and <<http://www.iana.org/assignments/ds-rr-types/ds-rr-types.xml>>. All such requests shall be transmitted to registries using the EPP extensions specified in RFC 5910 or its successors.

### **2. IPv6**

To the extent that Registrar offers registrants the ability to register nameserver addresses, Registrar must allow both IPv4 addresses and IPv6 addresses to be specified.

### **3. IDN**

If the Registrar offers Internationalized Domain Name ("IDN") registrations, all new registrations must comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registrar shall also comply with the IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm> which may be amended, modified, or superseded from time to time. Registrar must use the IDN tables published by the relevant registry.

## ***Registrants' Benefits and Responsibilities***

### **Domain Name Registrants' Rights:**

1. Your domain name registration and any privacy/proxy services you may use in conjunction with it must be subject to a Registration Agreement with an ICANN Accredited Registrar.
  - You are entitled to review this Registration Agreement at any time, and download a copy for your records.
2. You are entitled to accurate and accessible information about:
  - The identity of your ICANN Accredited Registrar;
  - The identity of any proxy or privacy service provider affiliated with your Registrar;
  - Your Registrar's terms and conditions, including pricing information, applicable to domain name registrations;
  - The terms and conditions, including pricing information, applicable to any privacy services offered by your Registrar;
  - The customer support services offered by your Registrar and the privacy services provider, and how to access them;
  - How to raise concerns and resolve disputes with your Registrar and any privacy services offered by them; and
  - Instructions that explain your Registrar's processes for registering, managing, transferring, renewing, and restoring your domain name registrations, including through any proxy or privacy services made available by your Registrar.
3. You shall not be subject to false advertising or deceptive practices by your Registrar or through any proxy or privacy services made available by your Registrar. This includes deceptive notices, hidden fees, and any practices that are illegal under the consumer protection law of your residence.

### **Domain Name Registrants' Responsibilities:**

1. You must comply with the terms and conditions posted by your Registrar, including applicable policies from your Registrar, the Registry and ICANN.
2. You must review your Registrar's current Registration Agreement, along with any updates.

3. You will assume sole responsibility for the registration and use of your domain name.
4. You must provide accurate information for publication in directories such as WHOIS, and promptly update this to reflect any changes.
5. You must respond to inquiries from your Registrar within fifteen (15) days, and keep your Registrar account data current. If you choose to have your domain name registration renew automatically, you must also keep your payment information current.



## LOGO LICENSE SPECIFICATION to RAA

### LOGO LICENSE SPECIFICATION

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and [Registrar Name], a [organization type and jurisdiction] ("Registrar") have entered into a Registrar Accreditation Agreement ("Registrar Accreditation Agreement"), of which this appendix ("Logo License Specification") is a part. Definitions in the Registrar Accreditation Agreement apply in this Logo License Specification.

Registrar wishes to acquire from ICANN, and ICANN wishes to grant to Registrar, a license to use the trademarks listed below the signature block of this Logo License Specification ("Trademarks") in connection with Registrar's role as an ICANN-accredited registrar. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and ICANN hereby agree as follows:

#### LICENSE

1. **Grant of License.** ICANN grants to Registrar a non-exclusive, worldwide right and license to use the Trademarks, during the term of this specification and solely in connection with the provision and marketing of Registrar Services in order to indicate that Registrar is accredited as a registrar of domain names by ICANN. Except as provided in this subsection and Subsection 2.2 of the Registrar Accreditation Agreement, Registrar shall not use the Trademarks, any term, phrase, or design which is confusingly similar to the Trademarks or any portion of the Trademarks in any manner whatsoever.
2. **Ownership of Trademarks.** Any and all rights in the Trademarks that may be acquired by Registrar shall inure to the benefit of, and are hereby assigned to, ICANN. Registrar shall not assert ownership of the Trademarks or any associated goodwill.
3. **No Sublicense.** Registrar shall not sublicense any of its rights under this specification to any other person or entity (including any of Registrar's resellers) without the prior written approval of ICANN.

**REGISTRATION AND ENFORCEMENT**

1. Registration. Registration and any other form of protection for the Trademarks shall only be obtained by ICANN in its name and at its expense.

2. Enforcement. Registrar shall promptly notify ICANN of any actual or suspected infringement of the Trademarks by third parties, including Registrar's resellers or affiliates. ICANN shall have the sole discretion to initiate and maintain any legal proceedings against such third parties; Registrar shall not take any such actions without the prior written approval of ICANN; and ICANN shall retain any and all recoveries from such actions.

3. Further Assurances. Registrar agrees to execute such other documents and to take all such actions as ICANN may request to effect the terms of this specification, including providing such materials (for example URLs and samples of any promotional materials bearing the Trademarks), cooperation, and assistance as may be reasonably required to assist ICANN in obtaining, maintaining, and enforcing trademark registration(s) and any other form of protection for the Trademarks.

**TERM AND TERMINATION**

This Logo License Specification shall be effective from the date it is signed below by both parties until the Expiration Date, unless this specification or the Registrar Accreditation Agreement is earlier terminated. Each party shall have the right to terminate this specification at any time by giving the other party written notice. Upon expiration or termination of this specification, Registrar shall immediately discontinue all use of the Trademarks.

IN WITNESS WHEREOF, the parties have caused this Logo License Specification to be executed by their duly authorized representatives.

ICANN

[Registrar Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_, 200\_\_

**TRADEMARKS:**

1. ICANN Accredited Registrar

2.

Approved by the ICANN Board on 27 June 2013





**COMPLIANCE CERTIFICATE**

\_\_\_\_\_, 20\_\_

Pursuant to Section 3.15 of Registrar Accreditation Agreement (the "Agreement"), dated \_\_\_\_\_, 20\_\_, by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), the undersigned certifies, in his/her capacity as an officer of the Registrar and not in his/her individual capacity, on behalf of Registrar as follows:

1. The undersigned is the [Chief Executive Officer/President/Chief Operating Officer/Chief Financial Officer or functional equivalent thereof] of Registrar.

2. Registrar has in place processes and procedures intended to establish, maintain, review, test, and modify registrar policies and procedures reasonably designed to achieve compliance with the Agreement.

3. To the best of the undersigned's knowledge and belief, Registrar has performed and complied with all covenants, agreements, obligations and conditions contained in the Agreement that are required to be performed or complied with by it for the calendar year 20\_\_.

The undersigned signs this certificate as of the date indicated under the title.

**[REGISTRAR]**

By: \_\_\_\_\_  
Name:  
Title:

### **Transition Addendum to Registrar Accreditation Agreement**

This Transition Addendum (this "Addendum") to the Registrar Accreditation Agreement (the "Agreement") by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), is dated as of \_\_\_\_\_, 2013.

**WHEREAS**, ICANN and Registrar entered into the Agreement as of the date hereof; and

**WHEREAS**, ICANN acknowledges that implementation by Registrar of certain operational provisions of the Agreement is not possible on the date hereof and will require a reasonable grace period.

**NOW THEREFORE**, the parties agree as follows:

1. ICANN will not enforce the following provisions and specifications of the Agreement until January 1, 2014: Sections 3.4.1.1, 3.4.1.5, 3.7.10, 3.7.11, 3.12.4, 3.12.7, 3.14, 3.18 and 3.19 of the Agreement; the first sentence of Section 3.7.8 of the Agreement; the WHOIS Accuracy Specification; the Data Retention Specification; and the service level agreements set forth in Section 2.2 of the Registration Data Directory Service (WHOIS) Specification (collectively, the "Transition Provisions").
2. In addition, if immediately prior to the execution of this Addendum Registrar was party to the form registrar accreditation agreement adopted by ICANN in 2009 (the "2009 RAA"), Registrar may use its existing form of registrant registration agreement until January 1, 2014, provided that such agreement complies with Section 3.7.7 of the 2009 RAA.
3. For the calendar year ended December 31, 2013, any certification required pursuant to Section 3.15 shall not require certification as to compliance with the Transition Provisions and may acknowledge the permissible use of the registrant registration agreement under Section 2 hereof.
4. Notwithstanding the foregoing, Registrar agrees to use commercially reasonable efforts to comply with the obligations set forth in the Transition Provisions and transition to a registrant registration agreement that complies with the terms of the Agreement prior to January 1, 2014.
5. Registrar must be fully compliant with the Transition Provisions and Section 3.7.7 of the Agreement as of January 1, 2014, at which date this Addendum shall automatically terminate without action by any party, except as it relates to Section 4 hereof.
6. ICANN and the Registrar Whois Validation Working Group (as defined below) will work together to identify and specify an appropriate set of tools to enable Registrar to complete the across field validation specified in Section 1(e) of the Whois Accuracy Program Specification to the Agreement (the "Across Field Validation"). When such tools are mutually agreed between ICANN and the Registrar Whois Validation Working Group,

ICANN shall provide Registrar written notice of such agreement (which notice shall specify and describe the agreed upon tools). Effective on the one hundred eightieth (180th) calendar day following delivery of such notice by ICANN, Registrar shall comply with the obligations specified in Section 1(e) of the Whois Accuracy Program. Until such time, ICANN will not enforce compliance with such obligations.

For purposes of this Section 6, the Registrar Whois Validation Working Group shall be deemed to have agreed to such Across Field Validation tools when Approval (as defined below) of the then serving members of the group is obtained through a vote of the group (which vote may be conducted through any verifiable means determined by the group, including through electronic means).

The "Registrar Whois Validation Working Group" means that existing working group whose membership has been tasked with identifying and specifying a set of tools to enable registrars to complete the Across Field Validation. The membership of the Registrar Whois Validation Working Group shall be made up of volunteering representatives of ICANN-accredited registrars, and shall initially consist of the members currently serving on the existing working group.

"Approval" is obtained following a vote of the Registrar Whois Validation Working Group, if the votes cast in favor of adoption of the proposed Across Field Validations tools by the then serving members of the group are at least two-thirds of the votes cast by such members, with abstentions or non-votes not being counted as either votes in favor or against adoption of such tools. For purposes of the vote of the group as referenced above, (i) only persons appointed by an ICANN-accredited registrar shall be deemed members of the group and eligible to cast a vote as described above and (ii) no ICANN-accredited registrar nor group of Affiliated Registrars represented in the Registrar Whois Validation Working Group shall have more than one vote.

7. Except as set forth in this Addendum, the Agreement shall be in full force and effect, enforceable by the parties in accordance with its terms.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in duplicate by their duly authorized representatives.

**ICANN**

**[Registrar]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT 5**

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## Uniform Domain Name Dispute Resolution Policy

This page is available in: العربية | Deutsch | English | Español | Français | Italiano | 日本語 | 한국어 | Português | Русский | 中文

Policy Adopted: August 26, 1999

Implementation Documents Approved: October 24, 1999

### Notes:

1. This policy is now in effect. See [www.icann.org/udrp/udrp-schedule.htm](http://www.icann.org/udrp/udrp-schedule.htm) for the implementation schedule.
2. This policy has been adopted by all ICANN-accredited registrars. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).
3. The policy is between the registrar (or other registration authority in the case of a country-code

Security,  
Stability and  
Resiliency  
(IS-SSR)

top-level domain) and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.

▶ ccTLDs

▶ Internationalized  
Domain  
Names

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

▶ Universal  
Acceptance  
Initiative

▶ Policy

▶ Public  
Comment

▶ Contact

▼ Help

Dispute  
Resolution

**1. Purpose.** This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

▼ Domain  
Name  
Dispute  
Resolution

▶ Charter  
Eligibility  
Dispute  
Resolution  
Policy

▶ Eligibility  
Requirements  
Dispute  
Resolution  
Policy

▶ Intellectual  
Property  
Defensive  
Registration  
Challenge  
Policy

**2. Your Representations.** By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

**3. Cancellations, Transfers, and Changes.** We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or

- ▶ Qualification Challenge Policy your authorized agent to take such action;
- ▶ Restrictions Dispute Resolution Policy b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- ▶ Transfer Dispute Resolution Policy c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)
- ▼ Uniform Domain Name Dispute Resolution Policy We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

**4. Mandatory Administrative Proceeding.**

Policy Document Providers Provider Approval Process Rules This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at [www.icann.org/en/dndr/udrp/approved-providers.htm](http://www.icann.org/en/dndr/udrp/approved-providers.htm) (each, a "Provider").

Principal Documents Proceedings Historical Documents **a. Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- Timeline (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- ▶ Name Collision (ii) you have no rights or legitimate interests in respect of the domain name; and
- Registrar Problems (iii) your domain name has been registered and is being used in bad faith.
- Whois Data Correction
- Independent Review Process

Request for In the administrative proceeding, the complainant must prove that each of these three elements are present.



## Reconsideration

**b. Evidence of Registration and Use in Bad Faith.** For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

**c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint.** When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in

determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

**d. Selection of Provider.** The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

**e. Initiation of Proceeding and Process and Appointment of Administrative Panel.** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

**f. Consolidation.** In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to

hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

**g. Fees.** All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

**h. Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

**i. Remedies.** The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

**j. Notification and Publication.** The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

**k. Availability of Court Proceedings.** The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an

Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

**5. All Other Disputes and Litigation.** All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

**6. Our Involvement in Disputes.** We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

**7. Maintaining the Status Quo.** We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

**8. Transfers During a Dispute.**

**a. Transfers of a Domain Name to a New Holder.** You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

**b. Changing Registrars.** You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

**9. Policy Modifications.** We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised

Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration



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## Rules for Uniform Domain Name (Domain Name) Dispute Resolution Policy (the "Rules")

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- As approved by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors on 28 September 2013 (</resources/board-material/resolutions-2013-09-28-en#1.c>).
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Compliance  
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2012-02-25-en)
- These Rules are in effect for all UDRP (Uniform Domain-Name Dispute Resolution Policy) proceedings in which a complaint is submitted to a provider on or after 31 July 2015. The prior version of the Rules, applicable to all proceedings in which a complaint was submitted to a Provider on or before 30 July 2015, is at <https://www.icann.org/resources/pages/rules-be-2012-02-25-en> (</resources/pages/rules-be-2012-02-25-en>). UDRP (Uniform Domain-Name Dispute Resolution Policy) Providers may elect to adopt the notice procedures set forth in these Rules prior to 31 July 2015.**
- ▶ Registrars  
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0d-2012-02-25-en)
- Administrative proceedings for the resolution of disputes under the Uniform Dispute Resolution Policy adopted by ICANN (Internet Corporation for Assigned Names and Numbers) shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site. To the extent that the Supplemental Rules of any Provider conflict with these Rules, these Rules supersede.
- ▶ Registries  
(/resources  
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- ▶ Identifier
1. Definitions

Systems  
Security;  
Stability  
(Security,  
Stability and  
Resiliency)  
and Resiliency  
(IS-SSR)  
(/resources  
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2014-11-24-en)

- ▶ ccTLDs  
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Domain  
Names  
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/idn-2012-02-25-en)
- ▶ Universal  
Acceptance  
Initiative  
(/resources  
/pages  
/universal-  
acceptance-  
2012-02-25-en)
- ▶ Policy  
(/resources  
/pages/policy-  
01-2012-02-25-en)
- ▶ Public  
Comment  
(/public-  
comments)
- ▶ Technical  
Functions  
(/resources

In these Rules:

**Complainant** means the party initiating a complaint concerning a domain-name registration.

**ICANN (Internet Corporation for Assigned Names and Numbers)** refers to the Internet Corporation for Assigned Names and Numbers.

**Lock** means a set of measures that a registrar applies to a domain name, which prevents at a minimum any modification to the registrant and registrar information by the Respondent, but does not affect the resolution of the domain name or the renewal of the domain name.

**Mutual Jurisdiction** means a court jurisdiction at the location of either (a) the principal office of the Registrar (provided the domain-name holder has submitted in its Registration Agreement to that jurisdiction for court adjudication of disputes concerning or arising from the use of the domain name) or (b) the domain-name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time the complaint is submitted to the Provider.

**Panel** means an administrative panel appointed by a Provider to decide a complaint concerning a domain-name registration.

**Panelist** means an individual appointed by a Provider to be a member of a Panel.

**Party** means a Complainant or a Respondent.

**Pendency** means the time period from the moment a UDRP (Uniform Domain-Name Dispute Resolution Policy) complaint has been submitted by the Complainant to the UDRP (Uniform Domain-Name Dispute Resolution Policy) Provider to the time the UDRP (Uniform Domain-Name Dispute Resolution Policy) decision has been

- [/pages/technical-functions-2015-10-15-en](#))
- ▶ [Contact \(/resources/pages/contact-2012-02-06-en\)](#)

**Implemented or the UDRP (Uniform Domain-Name Dispute Resolution Policy) complaint has been terminated.**

**Policy** means the Uniform Domain Name (Domain Name) Dispute Resolution Policy (/en/dndr/udrp/policy.htm) that is incorporated by reference and made a part of the Registration Agreement.
  - ▶ [Help \(/resources/pages/help-2012-02-03-en\)](#)

**Provider** means a dispute-resolution service provider approved by ICANN (Internet Corporation for Assigned Names and Numbers). A list of such Providers appears at <http://www.icann.org/en/dndr/udrp/approved-providers.htm> (</en/dndr/udrp/approved-providers.htm>).

**Registrar** means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

**Registration Agreement** means the agreement between a Registrar and a domain-name holder.

**Respondent** means the holder of a domain-name registration against which a complaint is initiated.

**Reverse Domain Name (Domain Name) Hijacking** means using the Policy in bad faith to attempt to deprive a registered domain-name holder of a domain name.

**Supplemental Rules** means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, file size and format modalities, the means for communicating with the Provider and the Panel, and the form of cover sheets.

**Written Notice** means hardcopy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall

inform the respondent that a complaint has been filed against it, and which shall state that the Provider has electronically transmitted the complaint including any annexes to the Respondent by the means specified herein. Written notice does not include a hardcopy of the complaint itself or of any annexes.

## 2. Communications

(a) When forwarding a complaint, including any annexes, electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

(i) sending Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration's billing contact; and

(ii) sending the complaint, including any annexes, in electronic form by e-mail to:

(A) the e-mail addresses for those technical, administrative, and billing contacts;

(B) postmaster@<the contested domain name>; and

(C) if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is maintained by a registrar or ISP (Internet Service Provider) for parking domain-names registered by multiple

domain-name holders), any e-mail address shown or e-mail links on that web page; and

(iii) sending the complaint, including any annexes, to any e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant under Paragraph 3(b)(v) (/en/help/dndr/udrp/rules#3bv).

(b) Except as provided in Paragraph 2(a) (/en/help/dndr/udrp/rules#2a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available), or by any reasonably requested preferred means stated by the Complainant or Respondent, respectively (see Paragraphs 3(b)(iii) (/en/help/dndr/udrp/rules#3biii) and 5(b)(iii) (/en/help/dndr/udrp/rules#5biii)).

(c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.

(d) Communications shall be made in the language prescribed in Paragraph 11 (/en/help/dndr/udrp/rules#11).

(e) Either Party may update its contact details by notifying the Provider and the Registrar.

(f) Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:

(i) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or, where applicable

(ii) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or:

(iii) if by postal or courier service, on the date marked on the receipt.

(g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with [Paragraph 2\(f\) \(/en/help/dndr/udrp/rules#2f\)](#).

(h) Any communication by

(i) a Panel to any Party shall be copied to the Provider and to the other Party;

(ii) the Provider to any Party shall be copied to the other Party; and

(iii) a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

(i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Written Notice to the Respondent by post and/or facsimile under Paragraph 2(a)(i).

(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Provider).

### 3. The Complaint

(a) Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by ICANN (Internet Corporation for Assigned Names and Numbers). (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Provider.)

(b) The complaint including any annexes shall be submitted in electronic form and shall:

(i) Request that the complaint be submitted for decision in accordance with the Policy and these Rules;

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy (where applicable);

(iv) Designate whether Complainant elects to have the dispute decided by a single-member or a three-member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN (Internet Corporation for



Assigned Names and Numbers)-approved Provider's list of panelists);

(v) Provide the name of the Respondent (domain-name holder) and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as described in Paragraph 2(a) (</en/help/dndr/udrp/rules#2a>);

(vi) Specify the domain name(s) that is/are the subject of the complaint;

(vii) Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;

(viii) Specify the trademark(s) or service mark(s) on which the complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used (Complainant may also separately describe other goods and services with which it intends, at the time the complaint is submitted, to use the mark in the future.);

(ix) Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular,

(1) the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and

(2) why the Respondent (domain-name holder) should be considered as having no

rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and

(3) why the domain name(s) should be considered as having been registered and being used in bad faith

(The description should, for elements (2) and (3), discuss any aspects of Paragraphs 4(b) (/en/dndr/udrp/policy.htm#4b) and 4(c) (/en/dndr/udrp/policy.htm#4c) of the Policy that are applicable. The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(x) Specify, in accordance with the Policy, the remedies sought;

(xi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(xii) State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

(xiii) Conclude with the following statement followed by the signature (in any electronic format) of the Complainant or its authorized representative:

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the dispute-

resolution provider and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents."

"Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(xiv) Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.

(c) The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

#### 4. Notification of Complaint

(a) The Provider shall submit a verification request to the Registrar. The verification request will include a request to Lock the domain name.

(b) Within two (2) business days of receiving the Provider's verification request, the Registrar shall provide the information requested in the verification request and confirm that a Lock of the domain name has been

applied. The Registrar shall not notify the Respondent of the proceeding until the Lock status has been applied. The Lock shall remain in place through the remaining Pendency of the UDRP (Uniform Domain-Name Dispute Resolution Policy) proceeding. Any updates to the Respondent's data, such as through the result of a request by a privacy or proxy provider to reveal the underlying customer data, must be made before the two (2) business day period concludes or before the Registrar verifies the information requested and confirms the Lock to the UDRP (Uniform Domain-Name Dispute Resolution Policy) Provider, whichever occurs first. Any modification(s) of the Respondent's data following the two (2) business day period may be addressed by the Panel in its decision.

(c) The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint, including any annexes, electronically to the Respondent and Registrar and shall send Written Notice of the complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) to the Respondent, in the manner prescribed by [Paragraph 2\(a\) \(/en/help/dndr/udrp/rules#2a\)](#), within three (3) calendar days following receipt of the fees to be paid by the Complainant in accordance with [Paragraph 19 \(/en/help/dndr/udrp/rules#19\)](#).

(d) If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

(e) If the Provider dismisses the complaint due to an administrative deficiency, or the Complainant voluntarily

withdraws its complaint, the Provider shall inform the Registrar that the proceedings have been withdrawn, and the Registrar shall release the Lock within one (1) business day of receiving the dismissal or withdrawal notice from the Provider.

(f) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) (/en/help/dndr/udrp/rules#2a) in connection with sending the complaint to the Respondent.

(g) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and ICANN (Internet Corporation for Assigned Names and Numbers) of the date of commencement of the administrative proceeding. The Provider shall inform the Respondent that any corrections to the Respondent's contact information during the remaining Pendency of the UDRP (Uniform Domain-Name Dispute Resolution Policy) proceedings shall be communicated to the Provider further to Rule 5(c)(ii) and 5(c)(iii).

## 5. The Response

(a) Within twenty (20) days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

(b) The Respondent may expressly request an additional four (4) calendar days in which to respond to the complaint, and the Provider shall automatically grant the extension and notify the Parties thereof. This extension does not preclude any additional extensions that may be given further to 5(d) of the Rules.

(c) The response, including any annexes, shall be submitted in electronic form and shall:

(i) Respond specifically to the statements and allegations contained in the complaint and include any and all bases for the Respondent (domain-name holder) to retain registration and use of the disputed domain name (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent (domain-name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy (where applicable);

(iv) If Complainant has elected a single-member panel in the complaint (see Paragraph 3(b)(iv) (/en/help/dndr/udrp/rules#3biv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;

(v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN (Internet Corporation for Assigned Names and Numbers)-approved Provider's list of panelists);

(vi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(vii) State that a copy of the response including any annexes has been sent or transmitted to the Complainant, in accordance with Paragraph 2(b) (</en/help/dndr/udrp/rules#2b>); and

(viii) Conclude with the following statement followed by the signature (in any electronic format) of the Respondent or its authorized representative:

"Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(ix) Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

(d) If Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent shall be required to pay one-half of the applicable fee for a three-member Panel as set forth in the Provider's Supplemental Rules. This payment shall be made together with the submission of the response to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.

(e) At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

(f) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

## 6. Appointment of the Panel and Timing of Decision

(a) Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.

(b) If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) (/en/help/dndr/udrp/rules#3biv) and 5(b)(iv) (/en/help/dndr/udrp/rules#5biv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists. The fees for a single-member Panel shall be paid entirely by the Complainant.

(c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 6(e) (/en/help/dndr/udrp/rules#6e). The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

(d) Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panelists. These candidates may be drawn from any ICANN (Internet Corporation for Assigned Names and Numbers)-approved Provider's list of panelists.



(e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.

(f) Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

## 7. Impartiality and Independence

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

## 8. Communication Between Parties and the Panel

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications between a Party and the Panel or the Provider shall be made to a case

administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

## 9. Transmission of the File to the Panel

The Provider shall forward the file to the Panel as soon as the Panelist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panelist is appointed in the case of a three-member Panel.

## 10. General Powers of the Panel

(a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.

(b) In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

(c) The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.

(d) The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

(e) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

## 11. Language of Proceedings

(a) Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the

Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.

(b) The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

## 12. Further Statements

In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

## 13. In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

## 14. Default

(a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

(b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

## 15. Panel Decisions

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance

with the Policy, these Rules and any rules and principles of law that it deems applicable.

(b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to [Paragraph 6 \(/en/help/dndr/udrp/rules#6\)](#).

(c) In the case of a three-member Panel, the Panel's decision shall be made by a majority.

(d) The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).

(e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of [Paragraph 4\(a\) \(/en/dndr/udrp/policy.htm#4a\)](#) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name (Domain Name) Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

## 16. Communication of Decision to Parties

(a) Within three (3) business days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN (Internet Corporation for Assigned Names and Numbers). The concerned Registrar(s) shall within three (3) business days of receiving the decision from the Provider communicate to

each Party, the Provider, and ICANN (Internet Corporation for Assigned Names and Numbers) the date for the implementation of the decision in accordance with the Policy.

(b) Except if the Panel determines otherwise (see [Paragraph 4\(j\) \(/en/dndr/udrp/policy.htm#4j\)](/en/dndr/udrp/policy.htm#4j) of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see [Paragraph 15\(e\) \(/en/help/dndr/udrp/rules#15e\)](/en/help/dndr/udrp/rules#15e) of these Rules) shall be published.

## 17. Settlement or Other Grounds for Termination

(a) If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding. A settlement shall follow steps 17(a)(i) – 17(a)(vii):

(i) The Parties provide written notice of a request to suspend the proceedings because the parties are discussing settlement to the Provider.

(ii) The Provider acknowledges receipt of the request for suspension and informs the Registrar of the suspension request and the expected duration of the suspension.

(iii) The Parties reach a settlement and provide a standard settlement form to the Provider further to the Provider's supplemental rules and settlement form. The standard settlement form is not intended to be an agreement itself, but only to summarize the essential terms of the Parties' separate settlement agreement. The Provider shall not disclose the completed standard settlement form to any third party.

(iv) The Provider shall confirm to the Registrar, copying the Parties, the outcome of the settlement as it relates to actions that need to be taken by the Registrar.

(v) Upon receiving notice from the Provider further to 17(a)(iv), the Registrar shall remove the Lock within two (2) business days.

(vi) The Complainant shall confirm to the Provider that the settlement as it relates to the domain name(s) has been implemented further to the Provider's supplemental rules.

(vii) The Provider will dismiss the proceedings without prejudice unless otherwise stipulated in the settlement.

(b) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

## 18. Effect of Court Proceedings

(a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

(b) In the event that a Party initiates any legal proceedings during the Pendency of an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See [Paragraph 8 \(/en/help](#)

[/dndr/udrp/rules#8](#)) above.

## 19. Fees

(a) The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Respondent electing under [Paragraph 5\(b\)\(iv\) \(/en/help/dndr/udrp/rules#5biv\)](#) to have the dispute decided by a three-member Panel, rather than the single-member Panel elected by the Complainant, shall pay the Provider one-half the fixed fee for a three-member Panel. See [Paragraph 5\(c\) \(/en/help/dndr/udrp/rules#5c\)](#). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under [Paragraph 19\(d\) \(/en/help/dndr/udrp/rules#19d\)](#). Upon appointment of the Panel, the Provider shall refund the appropriate portion, if any, of the initial fee to the Complainant, as specified in the Provider's Supplemental Rules.

(b) No action shall be taken by the Provider on a complaint until it has received from Complainant the initial fee in accordance with [Paragraph 19\(a\) \(/en/help/dndr/udrp/rules#19a\)](#).

(c) If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

(d) In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

## 20. Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the

Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules.

## 21. Amendments

The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the express written approval of ICANN (Internet Corporation for Assigned Names and Numbers).



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[Terms of Service \(/en/help/tos\)](/en/help/tos) [Cookie Policy \(/en/help/privacy-cookie-policy\)](/en/help/privacy-cookie-policy)



<b>Who We Are</b>	<b>Contact Us</b>	<b>Accountability &amp; Transparency</b>	<b>Governance</b>	<b>Help</b>
<a href="/get-started">Get Started (/get-started)</a>	<a href="https://forms.icann.org/en/contact">Offices (https://forms.icann.org/en/contact)</a>	<a href="/en/news/accountability">Accountability Mechanisms (/en/news/in-focus/accountability/mechanisms)</a>	<a href="/en/about/governance">Documents (/en/about/governance)</a>	<a href="/en/help/dispute-resolution">Dispute Resolution (/en/help/dispute-resolution)</a>
<a href="/en/about/learning">Learning (/en/about/learning)</a>	<a href="/resources/pages/customer-support-2015-06-22-en">Global Support (/resources/pages/customer-support-2015-06-22-en)</a>	<a href="/resources/in-focus/accountability/mechanisms">Independent Review Process (/resources/pages/irp-2012-02-25-en)</a>	<a href="/en/about/agreements">Agreements (/en/about/agreements)</a>	<a href="/en/help/ndr">Domain Name Dispute Resolution (/en/help/ndr)</a>
<a href="/en/about/participate">Participate (/en/about/participate)</a>	<a href="https://www.icann.org/resources/pages/groups-2012-02-08-en">Groups (https://www.icann.org/resources/pages/groups-2012-02-08-en)</a>	<a href="/resources/in-focus/accountability/mechanisms">Request for Reconsideration (/groups/board/governance/reconsideration)</a>	<a href="/en/about/aoc-review">AOC Review (/en/about/aoc-review)</a>	<a href="/en/help/name-collision">Name Collision (/en/help/name-collision)</a>
<a href="/resources/pages/board-of-directors-2014-03-19-en">Board (/resources/pages/board-of-directors-2014-03-19-en)</a>	<a href="/en/contact/pgp-keys">Security Team (/about/staff/security)</a>	<a href="/groups/board/governance/reconsideration">Ombudsman (/help/ombudsman)</a>	<a href="/en/about/annual-report">Annual Report (/about/annual-report)</a>	<a href="/en/help/name-collision">Registrar Problems (/en/news/announcements/06mar07-en.htm)</a>
<a href="/presidents-corner">President's Corner (/presidents-corner)</a>	<a href="/en/contact/pgp-keys">PGP Keys (/en/contact/pgp-keys)</a>		<a href="/en/about/financials">Financials (/en/about/financials)</a>	
<a href="/en/about/staff">Staff (/en/about/staff)</a>	<a href="/contact/certificate-authority">Certificate Authority (/contact/certificate-authority)</a>		<a href="/en/about/document-disclosure">Document Disclosure (/en/about/document-disclosure)</a>	
<a href="https://icann-openhire.silkroad.com/epostings/index.cfm?fuseaction=app.allpositions&amp;company_id=1602&amp;version=1">Careers (https://icann-openhire.silkroad.com/epostings/index.cfm?fuseaction=app.allpositions&amp;company_id=1602&amp;version=1)</a>	<a href="/resources/pages/contact-2012-02-25-en">Registry Liaison (/resources/pages/contact-2012-02-25-en)</a>		<a href="/en/about/planning">Planning (/en/about/planning)</a>	<a href="http://whois.icann.org/">WHOIS (http://whois.icann.org/)</a>
<a href="http://forms.icann.org/en/about/aoc-review">AOC Review (http://forms.icann.org/en/about/aoc-review)</a>	<a href="http://forms.icann.org/en/groups/reviews">Organizational Reviews (http://forms.icann.org/en/groups/reviews)</a>		<a href="https://www.icann.org/dashboard">Dashboard Beta (https://www.icann.org/dashboard)</a>	
<a href="/en/news/newsletter">Newsletter (/en/news/newsletter)</a>	<a href="http://forms.icann.org/en/contact">Request a Speaker (http://forms.icann.org/en/contact/speakers)</a>		<a href="/en/news/rfps">RFPs (/en/news/rfps)</a>	
<a href="https://www.icann.org/development-and-public-responsibility">Development and Public Responsibility (https://www.icann.org/development-and-public-responsibility)</a>	<a href="/en/news/press">For Journalists (/en/news/press)</a>		<a href="/en/news/litigation">Litigation (/en/news/litigation)</a>	
			<a href="/en/news/correspondence">Correspondence (/en/news/correspondence)</a>	

# **EXHIBIT 7**

[SUPPORT](#)[SIGN IN](#)[SIGN UP](#)

## Legal

Everything you must know in one place

[Legal](#) → [Domains](#) → [Domain Registration Agreement](#)

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### Registration Agreement

#### Namecheap, Inc. Registration Agreement

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of domain name registration and related services ("Services"). In this Agreement "you" and "your" refer to you or any agent, employee, servant or person authorized to act on your behalf, and the registrant listed in the WHOIS contact information for the domain name. "We", "us" and "our" refer to Namecheap, Inc., as well as its subsidiaries and sister companies ("Namecheap"). This Agreement explains our obligations to you, and explains your obligations to us for various services offered by Namecheap. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional Namecheap service(s) or products or to cancel your Namecheap service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions.

#### 1. You agree to this agreement and the referenced agreements

By using the service(s) provided by Namecheap under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, the accompanying dispute policy and any pertinent rules or policies that are or may be published by Namecheap, the Uniform Dispute Resolution Policy ("UDRP") described below, and the rules, policies, or agreements published in association with specific of the Service(s) and/or which may

be enforced by Internet Corporation of Assigned Names and Numbers ("ICANN"), the registries, and governments.

- If you are registering a domain name in the following registries: .AC, .AI, .AU, .BZ, .CA, .CC, .CH, .CM, .CN, .CO, .CX, .DE, .ES, .EU, .FM, .FR, .GG, .ID, .IN, .IO, .LA, .LI, .ME, .MX, .NU, .PE, .PW, .SE, .SG, .SH, .TV, .UK, .US, .VC, .WS, you are also agreeing to the additional terms and requirements promulgated by and pertaining to each such registry, as set out in the Supplemental Agreement and the specific agreements and/or covenants referenced therein and incorporated into this Agreement.
- If you are enrolling in the WhoisGuard™ privacy protection services, you also agree to the WhoisGuard™ Service Agreement.
- If you are ordering an SSL certificate, you also agree to the SSL Service Agreement.
- If you are enrolling in the Namecheap Affiliate Program, you also agree to the Affiliate Program Service Agreement.

## 2. Changes to agreement

This Agreement will change over time in response to changes in the requirements of governments and administrative bodies, legislation and changes in the nature of industry. If, as a result of such a change to this Agreement, you no longer agree with its term, you agree that your exclusive remedy is to transfer your domain name registration services to another registrar or request Namecheap to cancel your domain name registration and/or related Services. Should you elect to cancel the Agreement with Namecheap, you will not receive a refund for any fees you may have paid to Namecheap. If you continue to use the Services following a change in this Agreement and/or the Services, your continued use of the Services indicates your consent to the changes. You agree to review this Agreement periodically to make yourself aware of any such revisions.

## 3. Term

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through Namecheap or as long as you are employing any Service(s). You agree that you will not transfer any domain name registered through Namecheap to another domain name registrar during the first sixty (60) calendar days from its initial registration date.

## 4. Service(s) provided at will and termination of service(s)

**Namecheap Rights.** We may reject your domain name registration application or elect to discontinue providing Service(s) to you for any reason within 30 days of a Service initiation or a Service renewal. Outside of this period, we may terminate or suspend the Service(s) at any time

for cause, which, without limitation, includes registration of prohibited domain name(s), abuse of the Services, payment irregularities, material allegations of illegal conduct, or if your use of the Services involves us in a violation of any Internet Service Provider's ("ISP's") acceptable use policies, including the transmission of unsolicited bulk email in violation of the law.

You agree that if we terminate or suspend the Services provided to you under this Agreement, that we may then, at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously providing to you and that any reference in this Agreement to termination or suspension of the Services to you includes this option.

You agree that, If we have grounds to terminate or suspend Service(s) with respect to one domain name or in relation to other Service(s) provided through your account, we may terminate or suspend all Service(s) provided through your account, including Service(s) to other domain names maintained by you with us. No fee refund will be made when there is a suspension or termination of Service(s) for cause.

**Registry / ICANN Rights.** You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation, redirect or transfer by any ICANN procedure, registrar, and/or registry decision or policy, in each party's sole and unlimited discretion. This includes the right to: 1) deny, cancel, redirect or transfer any registration or transaction; 2) place any domain name(s) on registry lock, hold or similar status, as it deems necessary; 3) to correct mistakes by Us, another registrar or the registry administrator in administering the domain name; 4) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); 5) to protect against imminent and substantial threats to the security and stability of the registry TLD, System, registry nameserver operations or the internet; 6) to ensure compliance with applicable law, government rules or regulations, or pursuant to any legal order or subpoena of any government, administrative or governmental authority, or court of competent jurisdiction; 7) for the resolution of disputes concerning the domain name; and/or 8) to stop or prevent any violations of any terms and conditions of this Agreement, the operational requirements of Us or a registry, or pursuant to a Registry Agreement with ICANN.

You agree that your failure to comply completely with the terms and conditions of this agreement and any Namecheap rule or policy may be considered by Namecheap to be a material breach of this agreement.

You agree that Namecheap and/or an applicable registry may, in its sole discretion and without liability to you, refuse to accept the registration of any domain name and/or may delete the registration of any domain name during the first five (5) days after registration has taken place.

## 5. Our Services

- **Domain name registration.** We are an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names ("TLDs") (such as .com, .net, .org, etc.). ICANN oversees registrations and other aspects of the TLDs. Domain name registrations are not effective until the registry administrator puts them into effect. Domain name registrations are only for limited terms, terms which end on the expiration date. For domain names which are created as a new registration out of the available namespace, the term begins on the date the domain name registration is acknowledged by the applicable registry; for domain names registrations which were not returned to the available namespace, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry. You agree that we are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration (our limitation of liability is explained further, below). You further agree that domain name registration is a service, that domain name registrations do not exist independently from services provided pursuant to this or a similar registration agreement with a registrar, and that domain name registration services do not create a property interest.
- **After market domain names.** We offer for sale domain names that are registered to third parties (also known as aftermarket domain names) in a variety of top level domain names ("TLDs") ("After Market Domain Name(s)"). All After Market Domain Name registrations are offered on a first come, first served basis. If you are the first to complete an After Market Domain Name registration application for a particular domain name, including payment of the purchase price we designate, we will initiate a transfer of the relevant After Market Domain Name to your Account. If the After Market Domain Name is at another domain registrar at the time of your purchase, we will transfer your purchased After Market Domain Name to us at no cost to you and will add one year to the existing registration period. Any subsequent renewals of the After Market Domain Name will be charged at the then-current renewal fee. Once you submit your order for an After Market Domain Name, you have entered into a valid, binding and enforceable contract to pay the designated purchase price for the After Market Domain Name. Because we are selling After Market Domain Names initially registered to third parties, we have no control and make no representations regarding the accuracy or legality of domain names advertised, the accuracy or legality of any domain name listing, or the right and the ability of the third party seller to transfer the After Market Domain Name or complete the transaction. We do not control whether or not third party sellers will complete a transaction. We reserve the right to reject or cancel your After Market Domain Name registration for any reason including, but not limited to, any pricing errors. In the event your After Market Domain Name registration is rejected or cancelled by us, for any reason, we will refund in full the amount of the purchase price for the After Market Domain Name as your sole remedy.

Once the After Market Domain Name is transferred into your Account, such After Market Domain Name may not be transferred away from us to another registrar during the first 60 days following the transfer, during which time the After Market Domain Name may be placed on transfer lock. All of your obligations under this Agreement which apply to the registration or renewal of domain name(s) created by you apply to any After Market Domain Name(s) acquired by you, including but not limited to prohibition against any Illegal Uses.

## 6. Agreement not to use "services" for improper purpose and prohibited activities

You agree not to use the Services provided by Namecheap, or to allow or enable others, to use the services provided by Namecheap for illegal or improper purposes. As such, you agree not to:

- violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
- transmit any unsolicited commercial or bulk email, not to be engaged in any activity known or considered to be spamming or Mail Bombing.
- cause repetitive, high volume inquiries into any of the services provided by Namecheap (i.e. domain name availability, etc.).
- infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third-party information.
- use the Services for content that will profess hatred for particular social, ethnical, religious or other groups;
- use the Services to distribute viruses, malware, abusively operating botnets, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of a computer or a person's property;
- contain warez; contain any kind of proxy server or other traffic relaying programs; promote money making schemes, multi-level marketing or similar activities; contain lottery, gambling, casino; contain torrent trackers, torrent Portals or similar software;
- redirect to another website without their permission and/or to impersonate another person or company;
- use for the purposes of impersonating another person or entity such as redirecting a domain to another website without permission and/or using a domain to send fraudulent or abusive emails;
- use the Services in a manner that is violent or encourages violence.
- violate the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promote, encourage or engage in the sale or distribution of prescription

medication without a valid prescription.

Further, if you are hosting your domain's domain name servers ("DNS") on Namecheap's servers, or are using our systems to forward a domain, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with Namecheap, you are responsible for ensuring that there is no excessive overloading of Namecheap's DNS systems. You may not use Namecheap's servers and your domain as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that Namecheap reserves the right to deactivate your domain name from its DNS system if Namecheap deems it is the recipient of activities caused by your site that threaten the stability of its network.

## 7. Your obligations to ensure entitlement to use domain name

Without limitation, the following are not included in the Services: We cannot and do not check to see whether the domain name(s) you select, or the use you make of the domain name(s), or other of the Service(s), infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use infringes legal rights of others. We might be ordered by a court to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you. We will comply with court orders unless you contact us to contest the order.

## 8. Threatened legal action(s)

If we are sued or threatened with a lawsuit, an administrative proceeding or any other legal or administrative proceeding in connection with Service(s) provided to you, we may turn to you to indemnify us and to hold us harmless from the claims and expenses (including attorney's fees and court costs). Under such circumstances, you agree that you will, upon demand, obtain a performance bond with a reputable bonding company or, if you are unable to obtain a performance bond, that you will deposit money with us to pay for our reasonably anticipated expenses in relation to the matter for the coming year. Such deposit will be drawn down as expenses are incurred, with all account notices sent to the WHOIS contact information provided in association with your domain names and/or account. We shall not be obliged to extend you any credit in relation to such expenses and we may terminate the Services for a failure to make or renew such a deposit. We will return any unused deposit upon the later of three (3) months from deposit or the conclusion of the matter.

## 9. Dispute resolution policy



You agree to the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Rules for Uniform Domain Name Dispute Resolution Policy ("UDRP Rules"), copies of which are available at <http://www.icann.org/dndr/udrp/policy.htm> and <https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>. You agree that the UDRP may be changed by ICANN (or ICANN's successor) at any time and that such a change will be binding upon you. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the UDRP in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP. You also understand that it is important for you to regularly monitor email sent to the email address associated with your account and domain names because, among other reasons, if a dispute arises regarding Services provided to you, you may lose your rights to receive the Services if you do not respond expeditiously to an email sent in conjunction therewith.

## 10. Fees and payments

As consideration for the Service(s), renewal of the Service(s), and, if you select it, automatic renewal of the Service(s), you agree to pay, prior to the effectiveness of the desired Service(s), the applicable Service(s) fees. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term, unless this Agreement or the Namecheap Refund Policy specifically provides for a refund. You may pay for Services by providing a valid credit or debit card, an electronic check (from your personal or business checking account, as appropriate), PayPal, Bitcoin, or any other payment method then accepted by Namecheap (each, a "Payment Method"); provided, however, that we may at our option require that you pay fees through a particular payment means (such as by credit card or by wire transfer) or that you change from one payment provider to another. Namecheap expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online on the Namecheap website and effective immediately without need for further notice to you. If you have purchased the Service(s) for a period of months or years, changes or modifications in prices and fees shall be effective when the Service(s) in question come up for renewal as further described below. For our current fee structure, you may access the schedule of fees available on the Namecheap website: [New Registration Fees](#) [Renewal Fees](#) [Post-Expiration Renewal Fees](#) [Redemption Fees](#) In the event of a refund, Namecheap will issue you a refund receipt to confirm its submission of your refund to the Payment Method charged at the time of the original purchase. You acknowledge and agree that the associated payment provider and/or individual issuing bank establish and regulate the time frames for posting your refund. Refund posting time frames may range from five (5) business days to a full billing cycle. If Namecheap is for any reason unable to charge your chosen Payment Method for the full amount owed for the Services provided, or if Namecheap is charged a penalty for any fee previously charged to your

Payment Method, you agree that Namecheap may pursue all available lawful remedies in order to obtain payment. You agree that the remedies Namecheap may pursue in order to effect payment shall include, but not be limited to, suspension of Services, cancellation of domain names registered through our Services, and/or suspension of access to any and all accounts you have with us and/or your Primary Service Provider; and that all rights to and interest in and use of any domain name registration(s) services, website hosting, and/or email services, including all data hosted on our systems shall be assumed by us in satisfaction of any indebtedness by you to us. We will reinstate your rights to and control over these Services solely at our discretion, and subject to our receipt of the unpaid fee(s) and our reinstatement fee, currently set at \$200 (US Dollars). Charges for the Service(s) will be billed to your chosen Payment Method as charges for "NAME-CHEAP.COM." Namecheap also reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks Namecheap may perform outside the normal scope of its Services, (ii) additional time and/or costs Namecheap may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by Namecheap in its sole and absolute discretion). Typical scenarios include, but are not limited to, customer service issues that require additional personal time or attention, fees incurred by third-party payment providers such as PayPal or Alipay, fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a Payment Method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the Payment Method you have on file with Namecheap.

## 11. Payment

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with your payment of fees for any Service(s), you agree that we may suspend access to any and all accounts you have with us and/or your Primary Service Provider and that all rights to and interest in and use of any domain name registration(s) services, website hosting, and/or email services, including all data hosted on our systems shall be assumed by us in satisfaction of any indebtedness by you to us. We will reinstate your rights to and control over these Services solely at our discretion, and subject to our receipt of the unpaid fee(s) and our reinstatement fee, currently set at \$200 (US Dollars). Charges for the Service(s) which use our credit card payment processor will be identified on your credit card statement as "NAME-CHEAP.COM".

## 12. Expiration and renewal of service(s) and notifications of expiration

You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. However, ICANN requires, pursuant to its Expired Registration Recovery Policy ("ERRP") that Namecheap follow certain procedures to notify you in advance that renewal fees are due.

Pursuant to the ERRP, Namecheap will notify the registered name holder of the expiring domain name twice before the expiration date, once approximately one month before the subject domain's expiration date and again approximately one week before the subject domain's expiration date. Namecheap's renewal reminder will consist of an email message sent to the registered domain holder's email address as it is listed in the expiring domain's whois record. Further, Namecheap reserves the option, but not the obligation, to send additional renewal reminder notices to any other email addresses associated with the expiring domain, including, but not limited to, the email address of the expiring domain's account holder or the billing contact of the expiring domain's whois record. Namecheap also reserves the option, but not the obligation, to send additional renewal reminders at times other than the times required by the ERRP.

Should these fees go unpaid, your Services will expire or be cancelled. Payment must be made by credit card or such other method as we may allow or require from time to time. If you select automatic renewal of the Service(s), we may attempt to renew the Service(s) a reasonable time before expiration, provided you have sufficient balance in your Namecheap account and up to date. You acknowledge and agree that, while we are not required to, we may contact you with a request to update your account information in the event that an attempted transaction is not processed successfully.

You acknowledge that it is your responsibility to keep your billing information up to date. You acknowledge and understand that, as part of its management of user registrations, Namecheap sends out periodic notices to registrants apprising them of payment deadlines, pending expiration deadlines and other important information affecting your account and, specifically, registration of domain names.

Specifically, any notifications regarding domain registrations, including but not limited to notifications consisting of pre-expiration and post-expiration notifications concerning your registered domains will be sent to you pursuant to ICANN's policies, including, but not limited to, the ERRP. Where appropriate, Namecheap will send such notices to the e-mail address of the subject domain's registered domain holder, the e-mail address you provided as your contact information in connection with your account associated with the subject domain, and/or any other email address that Namecheap determines, in its sole discretion, to be sufficiently related to the subject domain to warrant notice.

You therefore acknowledge and agree that it is your responsibility to provide and maintain accurate account information and domain name whois information, as more fully addressed in Paragraph 13 below, so that Namecheap may provide you with important notices regarding your account.

## 13. Accurate account contact information and domain name whois information

As further consideration for the Service(s), you agree to provide certain current, complete and accurate information about you, both with respect to your account information and with respect to the WHOIS information for your domain name(s) for all domains purchased through Namecheap. You agree to maintain and update this information as needed to keep it current, complete and accurate. With respect to you, the administrative, technical, and billing contacts for your domain name registration(s) and other Service(s), Namecheap requires that you must submit the following for both gTLDs and ccTLDs: name, postal address, e-mail address, voice telephone number, and, if available, fax number. For residents in countries subject to GDPR, this means that by registering domains with Namecheap, you have provided contractual consent to collect and process this information. You agree that the type of information you are required to provide may change and you understand that, if you do not provide the newly required information, your registration or and/or other Service(s) may be suspended or terminated or may not be renewed. In the event the lack of accurate/current contact information results in the loss, cancellation or transfer of the domain name(s) associated with your account, you agree that you shall not hold Namecheap liable for any such loss or any damages associated with the loss. Not providing requested information may prevent you from obtaining all Service(s). You may provide information regarding the name-servers assigned to your domain name(s) and, if we are providing name-server services to you, the DNS settings for the domain name.

You agree to notify Namecheap within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide Namecheap with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by Namecheap to determine the validity of information provided by you, shall also be considered to be a material breach of this agreement. You agree to retain a copy for your record of the receipt for purchase of your domain name or Services.

You acknowledge and agree that domain name registration requires that this contact information, in whole or in part, be shared with the registry operator. As required by ICANN, this information may also be required to be made publicly available by means of Whois and/or the registry operator may also be required to make this information publicly available by Whois. In addition, you acknowledge and agree that certain registries require this information be made publicly available even to those residents in the EEA who are subject to GDPR. This includes but is not limited to the following ccTLDs: .asia, .ca, .cn, .uk, .co.uk, .de, .eu, .in, .id, .me.uk, .nu, .li, .ch, .fr, .sg, .com.sg, .org.uk, .us, .es, .com.es, .nom.es, .org.es, .com.au, .net.au, .paris, .vote,

.voto, .xn--3ds443g, .nyc, .org.au. EEA residents who are eligible for and register domains that do not allow for privacy services explicitly agree to the publication of their personal information.

Both Namecheap and the registry operator may be required to archive this information with a third party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure.

## 14. Account Review, Data Modification or Deletion

To access, view, update, delete or download data associated with your domain name registration, you must be signed into your account. If you make a request to delete your personal data and that data is necessary for the products or services you have purchased, the request will be honored only to the extent it is no longer necessary for any services purchased or required for our legitimate business purposes or legal or contractual record keeping requirements. In some cases, when data is necessary for the provisioning of service, deletion of data may cancel or suspend the services you have purchased. If you have difficulty accessing your data, modifying it, or deleting it, you may request assistance by contacting our support team.

## 15. Obligations and representations relating to the account and whois contact information

In the event that, in registering a domain name or obtaining other Service(s), you provide information about or on behalf of a third party, you represent that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained the third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. Further, when registering a domain name on behalf of a third party, you agree to inform any customer of yours, who may be acquiring a domain name through you using Namecheap's registration services, that they are in fact registering their domain name through Namecheap and that Namecheap or its provider is an accredited registrar with ICANN. You agree not to represent that you are an ICANN accredited registrar or that you are in any way providing superior access to the ICANN Domain Name Registry. You also agree not to use the ICANN trademark logo in any of your promotional materials including your web site. By registering a domain name or applying for other Service(s) you also represent that the statements in your application are true and you also represent that the domain name is not being registered or the Services being procured for any unlawful purpose. You acknowledge that providing inaccurate information or failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for suspension or termination of Services to you. As indicated elsewhere in this Agreement,

you understand that it is important for you to regularly monitor email sent to the email address associated with your account and WHOIS contact information because, among other reasons, if a dispute arises regarding a domain name(s) or other Service(s), you may lose your rights to the domain name(s) or your right to receive the Service(s) if you do not respond appropriately to an email sent in conjunction therewith.

## 16. Account Security

Please safeguard your account access credentials (including but not limited to your customer username/login, support pin code, password) from any unauthorized use. You agree that any person in possession of your account login identifier and password will have the ability and your authorization to modify your account and domain name information. We will take reasonable precautions to protect the information we obtain from you from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information and that such reasonable precautions include procedures for releasing account access information to parties who claim to have lost account access information. You agree that, if we take reasonable precautions in relation thereto, that IN NO EVENT SHALL WE BE LIABLE IF SUCH REASONABLE PRECAUTIONS DO NOT PREVENT THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD AND THAT, EVEN IF WE FAIL TO TAKE REASONABLE PRECAUTIONS, THAT OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED BY THE LIMITATION OF LIABILITY PROVISION FOUND BELOW IN THIS AGREEMENT. If you contact us alleging that a third party has unauthorized access to your account or domain names, you agree that we may charge you administrative fees of \$50 (US dollars) per hour for our time spent in relation to the matter, regardless of whether or not we return control over the account and/or domain names to you.

## 17. Transfers of domain names

You agree that transfer of your domain name(s) services shall be governed by ICANN's transfer policy, available at <http://www.icann.org/transfers/>, as this policy may be modified from time to time. You agree that we may place a "Registrar Lock" on your domain name services and that this will prevent your domain name services from being transferred without your authorization, though we are not required to do so. By allowing your domain name services to remain locked, you provide express objection to any and all transfer requests until the lock is removed. To transfer your domain name(s) you should first login to your account to lock or unlock your domain name(s) and/or to obtain the EPP "AuthCode" which is required to transfer domain services in an EPP registry (such as .org). Only the registrant and the administrative contacts listed in the WHOIS information may approve or deny a transfer request. Without limitation, domain name services may not be transferred within 60 calendar days of initial registration, within 60 calendar days of a transfer, if there is a dispute regarding the identity of the domain name registrant, if you are bankrupt, or if you fail to pay fees when due. Transfer requests typically take five business days to be processed. A transfer will not be processed if, during this

time, the domain name registration services expire in which event you may need to reinstate the transfer request. You may be required to resubmit a transfer request if there is a communication failure. AS A CONSEQUENCE, YOU ACKNOWLEDGE THAT YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER IF THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.

## 18. Privacy Policy

You agree and consent that we will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of your domain name registration services of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of such information. Additionally, you acknowledge that ICANN may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at <http://www.icann.org/registrars/wmrp.htm>, <http://www.icann.org/registrars/wdrp.htm>, and elsewhere on the ICANN website at <http://www.icann.org/index.html>. You agree that we may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One of the ways that we may make some or all of the information you provide available to the public or third parties is by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with us. We reserve the right to discontinue providing bulk WHOIS data access to third parties. You agree that, to the extent permitted by ICANN policies and regulations, Namecheap may make use of the publicly available information you provided during the registration process. If you engage in the reselling of domain names you agree to provide any individuals whose personal information you've obtained, information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those individuals for such use of the personal information they provide.

## 19. Ownership of information and data

You agree and acknowledge that we own all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name,

postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. We do not have any ownership interest in your specific personal registration information outside of our rights in our domain name database.

## 20. Agents

You may modify the domain registration information from time to time in such a way which may constitute a "Change of Registrant" under ICANN's transfer policy (the "Transfer Policy"). In such a case, you explicitly opt out of any 60-day inter-registrar transfer lock that would otherwise be imposed under the Transfer Policy due to any such Change of Registrant. In addition, you explicitly authorize us and/or the registrar of record to act as its "Designated Agent" (as defined in the Transfer Policy) to approve each "Change of Registrant" (as defined in the Transfer Policy) on its behalf. Such approval will happen automatically and, thereafter, the appropriate notices sent.

You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein. You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full and accurate contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration and for ensuring non-infringement of any third party intellectual property rights or other rights.

## 21. Trademark or copyright claims

Namecheap is a service provider and respects the copyrights, trademarks and other intellectual property rights of others. To the extent Namecheap receives a proper notice of infringement of copyright, trademark or other intellectual property, Namecheap reserves the right to access, preserve and disclose to third parties any of Your information or data (including personally identifiable information and private communications) related to a written complaint of infringement if Namecheap believes in its sole discretion that such access, preservation, or disclosure is necessary or useful to respond to or otherwise address such complaint.



Namecheap expressly reserves the right to terminate in appropriate circumstances an account or the access rights of a subscriber for repeated copyright infringement. Namecheap also reserve the right to terminate an account or subscriber for even one instance of infringement.

Proper notice of infringement shall include the following information in writing to Namecheap's designated agent:

- the electronic or physical signature of the rights holder or the person authorized to act on behalf of that person;
- identification of the work that has been infringed;
- an identification of the material that is claimed to be infringing, and information reasonably sufficient to permit Namecheap to locate the material (for example, by providing a URL to the material); or, if applicable, identification of the reference or link to material or activity claimed to be infringing, and information reasonably sufficient to permit Namecheap to locate that reference or link;
- Your name, address, telephone number, and email address;
- a statement by You that You have a good faith belief that the disputed use is not authorized by the rights holder, its agent, or the law; and
- a statement that the information in Your notification is accurate and a statement, made under penalty of perjury, that You are the rights holder or are authorized to act on the behalf of the rights holder.

Namecheap's designated agent to receive notification of claimed infringement can be reached at Attn: Legal Department, Namecheap.com, 4600 East Washington Street, Suite 305, Phoenix, AZ 85034, USA, Facsimile: (310) 312-9513.

## 22. Use of free services

In consideration for providing additional optional Services for which we do not charge an additional fee, including, but not limited to, URL forwarding, email forwarding, free parking page, free website hosting, free email services, or other services which we may introduce from time to time but for which there is not a separate fee ("Free Services"), you agree that, if you use such Free Services, we may display advertising in conjunction therewith through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to emails, or other similar advertising means, and that we may aggregate related usage data by means of cookies and other similar means. You agree that from time to time we may provide you with free or low-cost domain name(s) services ("Promotional Name(s)"). If we do so, the services for the Promotional Name(s) will be placed in the same account as your other domain name(s) and you will be listed as the registrant, though we may point the Promotional Name to

IP address(es) of our choosing. If you want to assume control over the services provided to the Promotional Name, including the right to transfer or push the Promotional Name service to other registrars or other accounts or the ability to control the DNS settings for the Promotional Name, you must pay the promotional registration fee or renewal fee, if any, and agree to the terms of this Agreement with respect to such Promotional Name(s). If you do not want the Promotional Name services, you may request that you be removed as the registrant of such Promotional Names and we will be listed as the domain name registrant. Alternatively, you may contact us or your Primary Service Provider to request that we delete the Promotional Name from the namespace. For any domain name services, including these Promotional Names, for which you are listed as registrant but for which you do not pay the registration or renewal fee, you agree that we may assign name-servers to the domain name and point the domain name to IP address(es) designated by us until the registration or renewal fee is paid.

## 23. After expiration of the term of a domain name registration

Immediately after the expiration of the term of domain name registration services and before deletion of the domain name in the applicable registry's database, you acknowledge that we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, we may either leave your WHOIS information intact or that we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name.

**Reactivation Period Process.** You acknowledge and agree that timely renewal of your domain name(s) is your sole responsibility and you assume all risks and consequences related thereto if you do not renew your domain(s) prior to expiration of its original term. We may, but are not obligated, to offer a period of time, the "Reactivation Period", where you can renew an expired domain. You acknowledge and agree that offering a Reactivation Period is in our sole discretion and that we shall not be liable for any reason should we choose not to offer such period. If offered, the Reactivation Period exists for approximately 30 days after expiration of the term of domain name registration services and may involve additional fees which we and your Primary Service Provider may determine. You acknowledge and agree that, during this time and any time thereafter, we may make expired domain name services(s) available to third parties, that we may auction off the rights to expired domain name services, and/or that expired domain name registration services may be re-registered to any party at any time.

After the Reactivation Period, you agree that we may either (i) discontinue and delete the domain name registration services, (ii) pay the registry's registration fee or otherwise provide for the registration services to be continued, with no rights to you or, (iii) or auction, sell or

otherwise transfer the domain name services to a third party and transfer the domain name registration services to such third party.

In the case of (i), above, you acknowledge that certain registry administrators may provide procedures by which discontinued domain name registration services may nonetheless be renewed. You acknowledge and agree that we may, but are not obligated to, participate in this process, typically called the "Redemption Grace Period" ("RGP") and that we bear no liability should we decide not to participate. If available, RGP typically ends between 30 and 42 days after the end of the Reactivation Period of the domain name services. The typical RGP fee is \$88.88 plus any registration fees, however the redemption fees are higher for certain TLDs. You will be required to pay such higher fee if your domain is one of the listed TLDs. You agree that we are not obliged to contact you to alert you that the domain name registration services are being discontinued.

In the case of (ii), above, you acknowledge that we may then set the name-servers and the DNS settings for the domain name services, that we set the DNS to point to no IP address or to IP address(es) which host parking page(s) or a commercial search engine that may display paid advertisements, and you acknowledge that we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name. You acknowledge that you have no right in any of the proceeds for such advertisements, if any, we may earn as a result. During this time, we may or may not offer said domain for auction and/or sale to a third party. Your rights, if any, to redeem an expired domain exist within the defined Reactivation Period as outlined above and the limited additional rights as outlined for domains auctioned within 40 days of expiration. You further agree that we are not obliged to contact you to alert you that the domain name registration services are being continued.,

In the case of (iii), above, where there is a successful auction bid for the domain within the first 40 days post expiration, you have up to these same 40 days post expiration to recover the domain. Otherwise, the third party who won the auction for the domain name services will control the domain name services, including control over the WHOIS information and the DNS settings. You agree that we are not obliged to contact you to alert you that the domain name registration services are or were auctioned. You acknowledge that we do not have to pay you any of the proceeds, if any, we may earn as a result of such an auction.

You acknowledge that you have read, understood and agreed to these post-expiration rights as your sole remedies for renewal of expired domains. If you do not exercise your rights under this provision, you agree that you have abandoned the domain name services, and relinquish all rights and use of the domain name services with no liability to us.

## 24. LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION, DOMAIN NAME REGISTRATION SERVICES, (2) USE OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION DOMAIN NAME REGISTRATION SERVICES, (3) INTERRUPTION OF OUR SERVICES OR INTERRUPTION OF YOUR BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR WEB SITE(S) OR SERVICE(S) OR DELAYS OR ACCESS INTERRUPTIONS YOU EXPERIENCE IN RELATION TO A DOMAIN NAME REGISTERED WITH US; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) THE PROCESSING OF AN APPLICATION FOR A DOMAIN NAME REGISTRATION; (8) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (9) APPLICATION OF THE DISPUTE POLICY. YOU ALSO AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR AND/OR YOUR PRIMARY SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 25. Indemnity and defense

With respect to ICANN, the registry operators, and Namecheap, as well as the contractors, agents, employees, officers, directors, shareholders, and affiliates of such parties, you agree to defend, release, indemnify, and hold such parties harmless from all liabilities, claims and expenses, including attorney's fees and court costs, for third party claims relating to or arising under this Agreement, the Service(s) provided hereunder, or your use of the Service(s), including, without limitation, infringement by you, or by anyone else using the Service(s) we provide to you, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policies relating to the Service(s) provided. When we may be involved in a suit involving a third party and which is related to our Service(s) to you under this Agreement, we may seek written assurances from you in which you promise to defend, indemnify and hold us harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in our sole discretion, result in loss of your right to control the disposition of domain name services

for which you are the registrant and in relation to which we are the registrar of record. Moreover, should we be forced to defend ourselves in any action or legal proceeding in connection with any Service(s) provided to you, you shall have sole responsibility to defend us against any such claim by the legal counsel of our choosing. This indemnification is in addition to any indemnification required under the UDRP. The terms of this paragraph will survive any termination or cancellation of this Agreement.

## 26. Indemnification of registry operators

You further agree to indemnify, defend and hold harmless all applicable registry administrator(s) (including Verisign Inc., Neulevel, Inc., Public Interest Registry, Afiliat Limited, and other registry operators listed at <http://www.icann.org/registries/listing.html>) and all such parties' directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, the domain name registration services you are obtaining from us. You acknowledge and agree that this clause survives the termination or expiration of this Registration Agreement.

## 27. REPRESENTATIONS AND WARRANTIES

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF A DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED NOR THE USE OF OTHER OF THE SERVICE(S) INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR PROCUREMENT OF THE SERVICE(S) IS ACCURATE. ALL SERVICE(S) ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS. EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS ICANN-APPROVED DOMAIN NAME REGISTRAR, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE(S), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR E-MAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO

WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OUR E-MAIL SERVICE(S) OR ANY TRANSACTIONS ENTERED INTO THROUGH OUR E-MAIL SERVICE(S). NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 28. Additional reservation of rights

Namecheap expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any account or any Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by Namecheap in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Namecheap in offering or delivering any Services (including any domain name registration); (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry; (iii) to assist with our fraud and abuse detection and prevention efforts; (iv) to comply with applicable local, state, national and international laws, rules and regulations; (v) to comply with requests of law enforcement, including subpoena requests; (vi) to comply with any dispute resolution process; (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of Namecheap, its officers, directors, employees and agents, as well as Namecheap's affiliates.

## 29. Right To Transfer Your Domain(s) As Part of Bulk / Partial Bulk Transfer

Namecheap reserves the right to sell all or part of its domain portfolio as a registrar. Upon such sale, You agree that Namecheap may transfer your domain(s) as part of a bulk or partial bulk transfer to the acquiring registrar.

You also agree that, where Namecheap is a reseller and makes an acquisition in whole or in part of another registrars TLD portfolio that is the registrar of record for Your domain(s), Namecheap has the right to transfer Your domain(s) from said registrar to Namecheap's registrar credentials as part of a bulk or partial bulk transfer.

## 30. Governing law and jurisdiction for disputes

Except as otherwise set forth in the UDRP or any similar ccTLD policy with respect to any dispute over a domain name registration this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Arizona. You agree that any action brought by you to enforce this

Agreement or any matter brought by you and which is against or involves us and which relates to your use of the Services shall be brought exclusively in the United States District Court of Arizona, or if there is no jurisdiction in such court, then in a state court in Maricopa County, State of Arizona. You consent to the personal and subject matter jurisdiction of any state or Federal court in Maricopa County, State of Arizona in relation to any dispute between you and us under this Agreement. You agree that service of process on you by us in relation to any dispute arising under this Agreement may be served upon you by first class mail to the address listed by you in your account and/or domain name WHOIS information or by electronically transmitting a true copy of the papers to the email address listed by you in your account and/or domain name WHOIS information.

Notwithstanding the foregoing, for the adjudication of third party disputes (i.e., disputes between you and another party, not us) concerning or arising from use of domain names registered hereunder, you shall submit without objection, without prejudice to other potentially applicable jurisdictions, to the subject matter and personal jurisdiction of the courts (i) of the domicile of the registrant as it appears in the public WHOIS record for the domain name(s) in controversy, and (ii) where we are located, currently those State or federal courts whose geographic districts include Maricopa County, State of Arizona.

YOU AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING THAT TAKES PACE RELATING TO OR ARISING OUT OF THIS AGREEMENT.

## 31. Notices

You agree that any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the account and/or domain name WHOIS information you have provided.

## 32. Legal Age

You attest that you are of legal age to enter into this Agreement.

## 33. Final Agreement

This Agreement, the referenced agreements, the ICANN Policy and the UDRP, together with all modifications, constitute the complete and exclusive agreement between you and us, and supersede and govern all prior proposals, agreements, or other communications, subject to the terms set out in Section 2 above. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of us.

## 34. No Agency Relationship

With the exception of the Designated Agency described in Section 19 above, Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties hereto. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

## 35. Waiver

The failure of us to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

## 36. Enforceability

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

## 37. Assignment and Resale

Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the Services (or portion thereof) without Namecheap's prior express written consent.

## 38. Force Majeure

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over Namecheap, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any



event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Namecheap may immediately terminate this Agreement.

## 39. Headings

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

**Domain Registration Agreement**

**Supplemental Registry Agreement for Certain TLDs**

**Uniform Domain Name Dispute Resolution Policy**

**Registrant Rights, Benefits & Responsibilities**

**ICANN fee**

**Fast Transfer Agreement**

**Registration Data Access Protocol ("RDAP") Terms of Service Agreement**

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---

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## WE SUPPORT

We are an [ICANN](#) accredited registrar.  
*Serving customers since 2001.*

Payment Options



# **EXHIBIT 8**

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2  
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9 Attorneys for Plaintiff Federal Trade Commission

**FILED**

JUN - 2 2009

RICHARD J. SWEENEY  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
San Jose Division

14 Federal Trade Commission,

15 Plaintiff,

16 v.

17 Pricewert LLC d/b/a 3FN.net, Triple Fiber  
18 Network, APS Telecom and APX Telecom,  
APS Communications, and APS  
Communication,

19 Defendant.

09-2407  
Case No. 09-02447 RMW

**EX PARTE TEMPORARY  
RESTRAINING ORDER AND  
ORDER TO SHOW CAUSE**

20 Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), pursuant to Section  
21 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), has filed a  
22 Complaint for Injunctive and Other Equitable Relief, and has moved *ex parte* for a temporary  
23 restraining order and for an order to show cause why a preliminary injunction should not be  
24 granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure.

25 **FINDINGS**

26 The Court has considered the pleadings, declarations, exhibits, and memoranda filed in

27 TRO and  
28 Order to Show Cause

12

1 support of the Commission's motion and finds that:

- 2 1. This Court has jurisdiction over the subject matter of this case and there is good  
3 cause to believe that it will have jurisdiction over all parties hereto; the Complaint  
4 states a claim upon which relief may be granted against the Defendant under  
5 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (2006).
- 6 2. There is good cause to believe that Pricewert LLC also d/b/a 3FN.net, Triple Fiber  
7 Network, APS Telecom and APX Telecom, APS Communications, and APS  
8 Communication (the "Defendant"), has engaged in and is likely to engage in acts or  
9 practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (2006), and  
10 that the Commission is, therefore, likely to prevail on the merits of this action;
- 11 3. There is good cause to believe that immediate and irreparable harm will result from  
12 the Defendant's ongoing violations of Section 5(a) of the FTC Act unless the  
13 Defendant is restrained and enjoined by Order of this Court. The evidence set  
14 forth in the Commission's Memorandum of Law in Support of *Ex Parte* Motion  
15 for Temporary Restraining Order and Order to Show Cause ("TRO Motion"), and  
16 the accompanying declarations and exhibits, demonstrates that the Commission is  
17 likely to prevail on its claim that Defendant has engaged in unfair acts or practices  
18 in violation of Section 5(a) of the FTC Act by: recruiting, distributing and hosting  
19 electronic code or content that inflicts harm upon consumers, including, but not  
20 limited to, child pornography, botnet command and control servers, spyware,  
21 viruses, trojans, and phishing-related sites; and configuring, deploying, and  
22 operating botnets. There is good cause to believe that the Defendant will continue  
23 to engage in such unlawful actions if not immediately restrained from doing so by  
24 Order of this Court;
- 25 4. There is good cause to believe that immediate and irreparable damage to this  
26 Court's ability to grant effective final relief will result from the sale, transfer, or  
27 other disposition or concealment by the Defendant of its assets, business records,  
28

1 or other discoverable evidence if the Defendant receives advance notice of this  
2 action. Based on the evidence cited in the Commission's Motion and  
3 accompanying declarations and exhibits, the Commission is likely to be able to  
4 prove that: (1) the Defendant has operated through a series of maildrops and shell  
5 companies, with a principal place of business and its principals located outside of  
6 the United States; (2) the Defendant has continued its unlawful operations  
7 unabated despite requests from the Internet security community to cease its  
8 injurious activities; (3) the Defendant is engaged in activities that directly violate  
9 U.S. law and cause significant harm to consumers; and (4) that Defendant is likely  
10 to relocate the harmful and malicious code it hosts and/or warn its criminal  
11 clientele of this action if informed of the Commission's action. The Commission's  
12 request for this emergency *ex parte* relief is not the result of any lack of diligence  
13 on the Commission's part, but instead is based upon the nature of the Defendant's  
14 unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b) and Civil  
15 L.R. 65-1, good cause and the interests of justice require that this Order be Granted  
16 without prior notice to the Defendant, and, accordingly, the Commission is relieved  
17 of the duty to provide the Defendant with prior notice of the Commission's motion;

- 18 5. There is good cause to believe that the Defendant, which is controlled by  
19 individuals outside of the United States, has engaged in illegal activity using Data  
20 Centers and Upstream Service Providers based in the United States and that to  
21 immediately halt the injury caused by Defendant, such Data Centers and Upstream  
22 Service Providers must be ordered to immediately disconnect Defendant's  
23 computing resources from the Internet without providing advance notice to the  
24 Defendant, prevent the Defendant and others from accessing such computer  
25 resources, and prevent the destruction of data located on these computer resources;
- 26 6. Weighing the equities and considering the Plaintiff's likelihood of ultimate  
27 success, this Order is in the public interest; and  
28

- 1 7. Fed. R. Civ. P. 65(c) does not require security of the United States or an officer or  
2 agency thereof for the issuance of a restraining order.

3  
4 **DEFINITIONS**

5 For the purpose of this order, the following definitions shall apply:

- 6 1. **"Assets"** means any legal or equitable interest in, right to, or claim to, any real,  
7 personal, or intellectual property of Defendant or held for the benefit of Defendant  
8 wherever located, including, but not limited to, chattel, goods, instruments,  
9 equipment, fixtures, general intangibles, effects, leaseholds, contracts, mail or  
10 other deliveries, shares of stock, inventory, checks, notes, accounts, credits,  
11 receivables (as those terms are defined in the Uniform Commercial Code), cash,  
12 and trusts, including but not limited to any other trust held for the benefit of  
13 Defendant.
- 14 2. **"Botnet"** means a network of computers that have been compromised by malicious  
15 code and surreptitiously programmed to follow instructions issued by a Botnet  
16 Command and Control Server.
- 17 3. **"Botnet Command and Control Server"** means a computer or computers used to  
18 issue instructions to, or otherwise control, a Botnet.
- 19 4. The term **"Child Pornography"** shall have the same meaning as provided in 18  
20 U.S.C. § 2256.
- 21 5. **"Data Center"** means any person or entity that contracts with third parties to house  
22 computer servers and associated equipment, and provides the infrastructure to  
23 support such equipment, such as power or environmental controls.
- 24 6. **"Day"** shall have the meaning prescribed by and time periods in this Order shall be  
25 calculated pursuant to Fed. R. Civ. P. 6(a).
- 26 7. **"Defendant"** means Pricewert LLC also d/b/a 3FN.net, Triple Fiber Network,  
27 APS Telecom, APX Telecom, APS Communications, APS Communication, and  
28

1 any other names under which it does business, and any subsidiaries, corporations,  
2 partnerships, or other entities directly or indirectly owned, managed, or controlled  
3 by Pricewert LLC.

4 8. **"Document"** is synonymous in meaning and equal in scope to the usage of the  
5 term in the Federal Rules of Civil Procedure 34(a), and includes writing, drawings,  
6 graphs, charts, Internet sites, Web pages, Web sites, electronic correspondence,  
7 including e-mail and instant messages, photographs, audio and video recordings,  
8 contracts, accounting data, advertisements (including, but not limited to,  
9 advertisements placed on the World Wide Web), FTP Logs, Server Access Logs,  
10 USENET Newsgroup postings, World Wide Web pages, books, written or printed  
11 records, handwritten notes, telephone logs, telephone scripts, receipt books,  
12 ledgers, personal and business canceled checks and check registers, bank  
13 statements, appointment books, computer records, and other data compilations  
14 from which information can be obtained and translated. A draft or non-identical  
15 copy is a separate document within the meaning of the term.

16 9. **"Phishing"** means the use of email, Internet web sites, or other means to mimic or  
17 copy the appearance of a trustworthy entity for the purpose of duping consumers  
18 into disclosing personal information, such as account numbers and passwords.

19 10. **"Representatives"** means the following persons or entities who receive actual  
20 notice of this temporary restraining order by personal service or otherwise: (1) the  
21 Defendant's officers, agents, servants, employees, and attorneys; and (2) all other  
22 persons who are in active concert or participation with Defendant or its officers,  
23 agents, servants, employees, or attorneys. A Data Center or Upstream Service  
24 Provider that continues to provide services to Defendant after receiving actual  
25 notice of this temporary restraining order is a Representative.

26 11. **"Spyware"** means any type of software that is surreptitiously installed on a  
27 computer and, without the consent of the user, could collect information from a  
28



1 computer, could allow third parties to control remotely the use of a computer, or  
2 could facilitate botnet communications.

3 12. "Trojan Horse" means a computer program with an apparent or actual useful  
4 function that contains additional, undisclosed malicious code, including but not  
5 limited to spyware, viruses, or code that facilitates the surreptitious download or  
6 installation of other software code.

7 13. "Upstream Service Provider" means any entity that provides the means to  
8 connect to the Internet, including, but not limited to, the subleasing of Internet  
9 Protocol addresses.

10 14. "Viruses" means computer programs designed to spread from one computer to  
11 another and to interfere with the operation of the computers they infect.

#### 12 PROHIBITED BUSINESS ACTIVITIES

##### 13 I.

14 IT IS THEREFORE ORDERED that, Defendant and its Representatives are temporarily  
15 restrained and enjoined from recruiting or willingly distributing or hosting Child Pornography,  
16 Botnet Command and Control Servers, Spyware, Viruses, Trojan Horses, Phishing-related sites, or  
17 similar electronic code or content that inflicts harm upon consumers.

##### 18 II.

19 IT IS FURTHER ORDERED that Defendant and its Representatives are temporarily  
20 restrained and enjoined from configuring, deploying, operating, or otherwise participating in or  
21 otherwise willingly facilitating, any Botnet.

#### 22 SUSPENSION OF INTERNET CONNECTIVITY

##### 23 III.

24 IT IS FURTHER ORDERED that, pending determination of the Commission's request  
25 for a preliminary injunction, that:

26 A. Any Data Center in active concert or participation with and providing services to Defendant  
27 or Defendant's officers, agents, servants, or employees shall immediately, and without notifying

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1 Defendant or Defendant's officers, agents, servants, or employees, take all reasonable and  
2 necessary steps to make inaccessible to the Defendant and all other persons, all computers, servers  
3 or electronic data storage devices or media and the content stored thereupon (hereafter "computer  
4 resources"), leased, owned or operated by Defendant or Defendant's officers agents, servants, or  
5 employees and located on premises owned by, or within the control of, the Data Center. Such  
6 steps shall, at a minimum, include:

- 7 1. disconnecting such computer resources from the Internet and all other networks;
- 8 2. securing the area where such computer resources are located in a manner reasonably  
9 calculated to deny access to the Defendant and its officers, agents, servants, or  
10 employees; and
- 11 3. if such Data Center restricts access to its facilities by means of access credentials,  
12 suspending all access credentials issued to Defendant or Defendant's officers,  
13 agents, servants, or employees;

14 B. Any Upstream Service Provider in active concert or participation with and providing  
15 services to Defendant or Defendant's officers, agents, servants, or employees shall immediately,  
16 and without notifying Defendant or Defendant's officers, agents, servants, or employees, take all  
17 reasonable and necessary steps to deny Internet connectivity to the Defendant and Defendant's  
18 officers, agents, servants, and employees, including, but not limited to, suspending any IP  
19 addresses assigned to the Defendant or Defendant's officers, agents, servants, or employees by the  
20 Upstream Service Provider, and refraining from reassigning such IP addresses;

21 C. Any Data Center or Upstream Service Provider described in subparagraphs A and B above  
22 providing services to Defendant or Defendant's officers, agents, servants, or employees, shall  
23 preserve and retain documents relating to the Defendant or the Defendant's officers, agents,  
24 servants, or employees; and

25 D. Agents of the Commission and other law enforcement agencies are permitted to enter the  
26 premises of any of Defendant's Data Centers and Upstream Service Providers described in  
27 subparagraphs A and B above to serve copies of this Order and to verify that the Data Centers and  
28

1 Upstream Service Providers have taken the reasonable and necessary steps described in sub-  
2 paragraphs A and B of this Paragraph.  
3 *Provided, however,* nothing in Paragraph III shall be interpreted to deny access to any law  
4 enforcement agency granted access pursuant to a court order, search warrant, or other lawful  
5 process.

6 **ASSET FREEZE**

7 **IV.**

8 **IT IS FURTHER ORDERED** that the Defendant and its Representatives are hereby  
9 temporarily restrained and enjoined from:

10 A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling,  
11 concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security  
12 interest or other interest in, or otherwise disposing of any funds, real or personal property,  
13 accounts, contracts, consumer lists, shares of stock, or other assets, or any interest therein,  
14 wherever located, that are: (1) owned or controlled by the Defendant, in whole or in part, for the  
15 benefit of the Defendant; (2) in the actual or constructive possession of the Defendant; or (3)  
16 owned, controlled by, or in the actual or constructive possession of any corporation, partnership, or  
17 other entity directly or indirectly owned, managed, or controlled by any the Defendant, including,  
18 but not limited to, any assets held by or for, or subject to access by, the Defendant, at any bank or  
19 savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity  
20 trading company, precious metals dealer, or other financial institution or depository of any kind;  
21 and

22 B. Opening or causing to be opened any safe deposit boxes titled in the name of the  
23 Defendant, or subject to access by the Defendant.

24 *Provided, however,* that the assets affected by Paragraph IV shall include: (1) all of the  
25 assets of the Defendant existing as of the date this Order was entered; and (2) for assets obtained  
26 after the date this Order was entered, only those assets of the Defendant that are derived from  
27 conduct prohibited in Paragraphs I and II of this Order.

28

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1 **FINANCIAL REPORTS AND ACCOUNTING**

2 **V.**

3 **IT IS FURTHER ORDERED** that the Defendant, within five (5) days of receiving notice  
4 of this Order, shall provide the Commission with completed financial statements, verified under  
5 oath and accurate as of the date of entry of this Order, on the forms attached to this Order as  
6 Attachment A.

7  
8 **RETENTION OF ASSETS AND PRODUCTION OF RECORDS**  
9 **BY FINANCIAL INSTITUTIONS**

10 **VI.**

11 **IT IS FURTHER ORDERED** that, any financial or brokerage institution, business entity,  
12 or person served with a copy of this Order that holds, controls, or maintains custody of any account  
13 or asset of the Defendant, or has held, controlled or maintained custody of any such account or  
14 asset at any time prior to the date of entry of this Order, shall:

15 A. Hold and retain within its control and prohibit the withdrawal, removal, assignment,  
16 transfer, pledge, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of any  
17 such asset except by further order of the Court; and

18 B. Deny all persons access to any safe deposit box that is:

- 19 1. titled in the name of the Defendant; or  
20 2. otherwise subject to access by Defendant.

21 **FOREIGN ASSET REPATRIATION AND ACCOUNTING**

22 **VII.**

23 **IT IS FURTHER ORDERED** that:

24 A. Defendant and its Representatives shall immediately upon service of this Order, or  
25 as soon as relevant banking hours permit, transfer to the territory of the United States to a blocked  
26 account whose funds cannot be withdrawn without further order of the court all funds and assets in  
27 foreign countries held: (1) by Defendant; (2) for its benefit; or (3) under its direct or indirect  
28 control, jointly or singly; and

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1 B. Defendant shall, within five (5) days of receiving notice of this Order each provide  
2 the Commission with a full accounting, verified under oath and accurate as of the date of this  
3 Order, of all funds, documents, and assets outside of the United States which are: (1) titled in the  
4 Defendant's name; or (2) held by any person or entity for the benefit of the Defendant; or (3) under  
5 the direct or indirect control, whether jointly or singly, of the Defendant; and

6 C. Defendant and its Representatives are temporarily restrained and enjoined from  
7 taking any action, directly or indirectly, which may result in the encumbrance or dissipation of  
8 foreign assets, including but not limited to:

- 9 1. Sending any statement, letter, fax, e-mail or wire transmission, telephoning or  
10 engaging in any other act, directly or indirectly, that results in a determination by a  
11 foreign trustee or other entity that a "duress" event has occurred under the terms of a  
12 foreign trust agreement; or
- 13 2. Notifying any trustee, protector or other agent of any foreign trust or other related  
14 entities of the existence of this Order, or that an asset freeze is required pursuant to  
15 a Court Order, until such time that a full accounting has been provided pursuant to  
16 this Paragraph.

17 **ACCESS TO BUSINESS RECORDS**

18 **VIII.**

19 **IT IS FURTHER ORDERED** that the Defendant shall allow the Commission's  
20 representatives, agents, and assistants access to the Defendant's business records to inspect and  
21 copy documents so that the Commission may prepare for the preliminary injunction hearing and  
22 identify and locate assets. Accordingly, the Defendant shall, within forty-eight (48) hours of  
23 receiving notice of this Order, produce to the Commission and the Commission's representatives,  
24 agents, and assistants for inspection, inventory, and/or copying, at Federal Trade Commission, 600  
25 Pennsylvania Avenue NW, Room H-286, Washington DC 20580, Attention: Ethan Arenson, the  
26 following materials: (1) all client information, including, but not limited to, names, phone  
27 numbers, addresses, email addresses, and payment information for all clients of Defendant's  
28

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1 services; (2) contracts; (3) correspondence, including, but not limited to, electronic correspondence  
2 and Instant Messenger communications, that refer or relate to the Defendant's services; and (4)  
3 accounting information, including, but not limited to, profit and loss statements, annual reports,  
4 receipt books, ledgers, personal and business canceled checks and check registers, bank statements,  
5 and appointment books.

6 *Provided, however,* this Paragraph excludes any record or other information pertaining to a  
7 subscriber or customer of an electronic communications service or a remote computing service as  
8 those terms are defined in the Electronic Communications Privacy Act, 18 U.S.C. § 2703(c)  
9 (2006).

10 The Commission shall return produced materials pursuant to this Paragraph within five (5)  
11 days of completing said inventory and copying.

12 **EXPEDITED DISCOVERY**

13 **IX.**

14 **IT IS FURTHER ORDERED** that pursuant to Federal Rules of Civil Procedure 30(a),  
15 31(a), 34, and 45, and notwithstanding the provisions of Federal Rules of Civil Procedure 26(d)  
16 and (f), 30(a)(2)(A)-(C), and 31(a)(2)(A)-(C), the Commission is granted leave, at any time after  
17 entry of this Order to:

18 A. Take the deposition of any person or entity, whether or not a party, for the purpose  
19 of discovering the nature, location, status, and extent of the assets of the Defendant; the location of  
20 any premises where the Defendant conducts business operations; and

21 B. Demand the production of documents from any person or entity, whether or not a  
22 party, relating to the nature, status, and extent of the assets of the Defendant; the location of any  
23 premises where the Defendant, directly or through any third party, conducts business operations.  
24 Three (3) calendar days notice shall be deemed sufficient for any such deposition, five (5) calendar  
25 days notice shall be deemed sufficient for the production of any such documents, and twenty-four  
26 (24) hours notice shall be deemed sufficient for the production of any such documents that are  
27 maintained or stored only as electronic data. The provisions of this Section shall apply both to  
28

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1 parties to this case and to non-parties. The limitations and conditions set forth in Federal Rules of  
2 Civil Procedure 30(a)(2)(B) and 31(a)(2)(B) regarding subsequent depositions of an individual  
3 shall not apply to depositions taken pursuant to this Section. Any such depositions taken pursuant  
4 to this Section shall not be counted toward any limit on the number of depositions under the  
5 Federal Rules of Civil Procedure or the Local Rules of Civil Procedure for the United States  
6 District Court for Northern District of California, including those set forth in Federal Rules of Civil  
7 Procedure 30(a)(2)(A) and 31(a)(2)(A).

8 **PRESERVATION OF RECORDS**

9 **X.**

10 **IT IS FURTHER ORDERED** that the Defendant and its Representatives are hereby  
11 temporarily restrained and enjoined from destroying, erasing, mutilating, concealing, altering,  
12 transferring, writing over, or otherwise disposing of, in any manner, directly or indirectly, any  
13 documents or records of any kind that relate to the business practices or business finances of the  
14 Defendant, including but not limited to, computerized files and storage media on which  
15 information has been saved (including, but not limited to, hard drives, DVDs, CD-ROMS, zip  
16 disks, floppy disks, punch cards, magnetic tape, backup tapes, and computer chips), and any and all  
17 equipment needed to read any such documents or records, FTP logs, Service Access Logs,  
18 USENET Newsgroup postings, World Wide Web pages, books, written or printed records,  
19 handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business  
20 canceled checks and check registers, bank statements, appointment books, copies of federal, state  
21 or local business or personal income or property tax returns, and other documents or records of any  
22 kind that relate to the business practices or finances of the Defendant or its officers, agents,  
23 servants, or employees.

24 **RECORD KEEPING/BUSINESS OPERATIONS**

25 **XI.**

26 **IT IS FURTHER ORDERED** that the Defendant is hereby temporarily restrained and  
27 enjoined from:

28 TRO and  
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1 A. Failing to maintain documents that, in reasonable detail, accurately, fairly, and  
2 completely reflect its income, disbursements, transactions, and use of money; and

3 B. Creating, operating, or exercising any control over any business entity, including  
4 any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first  
5 providing the Commission with a written statement disclosing: (1) the name of the business entity;  
6 (2) the address and telephone number of the business entity; (3) the names of the business entity's  
7 officers, directors, principals, managers and employees; and (4) a detailed description of the  
8 business entity's intended activities.

9 **DISTRIBUTION OF ORDER BY DEFENDANT**

10 **XII.**

11 **IT IS FURTHER ORDERED** that the Defendant shall immediately provide a copy of this  
12 Order to each of its subsidiaries, Upstream Service Providers, Data Centers, divisions, sales  
13 entities, successors, assigns, officers, directors, employees, independent contractors, client  
14 companies, agents, and attorneys, and shall, within ten (10) days from the date of entry of this  
15 Order, provide the Commission with a sworn statement that it has complied with this provision of  
16 the Order, which statement shall include the names, physical addresses, and e-mail addresses of  
17 each such person or entity who received a copy of the Order.

18 **SERVICE OF ORDER**

19 **XIII.**

20 **IT IS FURTHER ORDERED** that copies of this Order may be served by any means  
21 authorized by law, including facsimile transmission, upon any financial institution or other entity  
22 or person that may have possession, custody, or control of any documents of the Defendant, or that  
23 may otherwise be subject to any provision of this Order.

24 **DURATION OF TEMPORARY RESTRAINING ORDER**

25 **XIV.**

26 **IT IS FURTHER ORDERED** that the Temporary Restraining Order granted herein shall  
27 expire on June 15, 2009 at 9:00 a.m., unless within such time, the Order, for good cause shown, is  
28

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1 extended for an additional period not to exceed ten (10) days, or unless it is further extended  
2 pursuant to Federal Rule of Civil Procedure 65.

3 **ORDER TO SHOW CAUSE REGARDING**  
4 **PRELIMINARY INJUNCTION**  
5 **XV.**

6 **IT IS FURTHER ORDERED**, pursuant to Federal Rule of Civil Procedure 65(b) that the  
7 Defendant shall appear before this Court on the 15th day of June, 2009, at 9:00 a.m., to show  
8 cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling  
9 on the Complaint against the Defendant, enjoining it from the conduct temporarily restrained by  
10 the preceding provisions of this order.

11 **SERVICE OF PLEADINGS, MEMORANDA, AND OTHER EVIDENCE**

12 **XVI.**

13 **IT IS FURTHER ORDERED** that the Defendant shall file with the Court and serve on  
14 the Commission's counsel any answering affidavits, pleadings, motions, expert reports or  
15 declarations, and/or legal memoranda no later than four (4) days prior to the hearing on the  
16 Commission's request for a preliminary injunction. The Commission may file responsive or  
17 supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on  
18 counsel for the Defendant no later than one (1) day prior to the preliminary injunction hearing in  
19 this matter. Provided that service shall be performed by personal or overnight delivery, facsimile  
20 or electronic mail, and documents shall be delivered so that they shall be received by the other  
21 parties no later than 4:00 p.m. (Pacific Daylight Time) on the appropriate dates listed in this  
22 Paragraph.

23 **MOTION FOR LIVE TESTIMONY; WITNESS IDENTIFICATION**

24 **XVII.**

25 **IT IS FURTHER ORDERED** that the question of whether this Court should enter a  
26 preliminary injunction pursuant to Rule 65 of the Federal Rules of Civil Procedure enjoining the  
27 Defendant during the pendency of this action shall be resolved on the pleadings, declarations,  
28 exhibits, and memoranda filed by, and oral argument of, the parties. Live testimony shall be heard

only on further order of this Court or on motion filed with the Court and served on counsel for the  
1 other parties at least three (3) days prior to the preliminary injunction hearing in this matter. Such  
2 motion shall set forth the name, address, and telephone number of each proposed witness, a  
3 detailed summary or affidavit revealing the substance of each proposed witness's expected  
4 testimony, and an explanation of why the taking of live testimony would be helpful to this Court.  
5 Any papers opposing a timely motion to present live testimony or to present live testimony in  
6 response to another party's timely motion to present live testimony shall be filed with this Court  
7 and served on the other parties at least two (2) days prior to the preliminary injunction hearing in  
8 this matter, *provided* that service shall be performed by personal or overnight delivery, facsimile or  
9 electronic mail, and documents shall be delivered so that they shall be received by the other parties  
10 no later than 4:00 p.m. (Pacific Daylight Time) on the appropriate dates provided in this Paragraph.

11  
12 **SERVICE UPON THE COMMISSION**

13 **XVIII.**

14 **IT IS FURTHER ORDERED** that, with regard to any correspondence or pleadings related  
15 to this Order, service on the Commission shall be performed by overnight mail delivery to the  
16 attention of Ethan Arenson at the Federal Trade Commission, 600 Pennsylvania Avenue, NW,  
17 Room H-286, Washington, DC 20580.

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28 TRO and  
Order to Show Cause

**RETENTION OF JURISDICTION**

**XIX.**

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for all purposes. No security is required of any agency of the United States for the issuance of a restraining order. Fed. R. Civ. P. 65(c).

**SO ORDERED**, this Second day of June, 2009, at 4:10 p.m.

  
UNITED STATES DISTRICT JUDGE

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ATTACHMENT A

**FEDERAL TRADE COMMISSION**  
**FINANCIAL STATEMENT OF CORPORATE DEFENDANT**

---

**Instructions:**

1. Complete all items. Enter "None" or "N/A" ("Not Applicable") where appropriate. If you cannot fully answer a question, explain why.
2. In completing this financial statement, "the corporation" refers not only to this corporation but also to each of its predecessors that are not named defendants in this action.
3. When an item asks for information about assets or liabilities "held by the corporation," include ALL such assets and liabilities, located within the United States or elsewhere, held by the corporation or held by others for the benefit of the corporation.
4. Attach continuation pages as needed. On the financial statement, state next to the item number that the item is being continued. On the continuation page(s), identify the item number being continued.
5. Type or print legibly.
6. An officer of the corporation must sign and date the completed financial statement on the last page and initial each page in the space provided in the lower right corner.

**Penalty for False Information:**

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

- (1) "in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry" (18 U.S.C. § 1001);
- (2) "in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true" (18 U.S.C. § 1621); or
- (3) "in any (. . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information . . . knowing the same to contain any false material declaration." (18 U.S.C. § 1623)

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) \$250,000 for an individual or \$500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

---

**BACKGROUND INFORMATION**

**Item 1. General Information**

Corporation's Full Name \_\_\_\_\_

Primary Business Address \_\_\_\_\_ From (Date) \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Internet Home Page \_\_\_\_\_

All other current addresses & previous addresses for past five years, including post office boxes and mail drops:

Address \_\_\_\_\_ From/Until \_\_\_\_\_

Address \_\_\_\_\_ From/Until \_\_\_\_\_

Address \_\_\_\_\_ From/Until \_\_\_\_\_

All predecessor companies for past five years:

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

**Item 2. Legal Information**

Federal Taxpayer ID No. \_\_\_\_\_ State & Date of Incorporation \_\_\_\_\_

State Tax ID No. \_\_\_\_\_ State \_\_\_\_\_ Profit or Not For Profit \_\_\_\_\_

Corporation's Present Status: Active \_\_\_\_\_ Inactive \_\_\_\_\_ Dissolved \_\_\_\_\_

IF Dissolved: Date dissolved \_\_\_\_\_ By Whom \_\_\_\_\_

Reasons \_\_\_\_\_

Fiscal Year-End (Mo./Day) \_\_\_\_\_ Corporation's Business Activities \_\_\_\_\_

**Item 3. Registered Agent**

Name of Registered Agent \_\_\_\_\_

Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

**Item 4. Principal Stockholders**

List all persons and entities that own at least 5% of the corporation's stock.

<u>Name &amp; Address</u>	<u>% Owned</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Item 5. Board Members**

List all members of the corporation's Board of Directors.

<u>Name &amp; Address</u>	<u>% Owned</u>	<u>Term (From/Until)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Item 6. Officers**

List all of the corporation's officers, including *de facto* officers (individuals with significant management responsibility whose titles do not reflect the nature of their positions).

<u>Name &amp; Address</u>	<u>% Owned</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Item 7. Attorneys**

List all attorneys retained by the corporation during the last three years.

<u>Name</u>	<u>Firm Name</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Corporate Position



## **EXHIBIT 9**

1 DAVID SHONKA  
Acting General Counsel

2 Ethan Arenson, DC # 473296  
3 Carl Settlemyer, DC # 454272  
4 Philip Tumminio, DC # 985624  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W.  
5 Washington, DC 20580  
(202) 326-2204 (Arenson)  
6 (202) 326-2019 (Settlemyer)  
(202) 326-2204 (Tumminio)  
7 (202) 326-3395 *facsimile*  
earenson@ftc.gov  
8 csettlemyer@ftc.gov  
ptumminio@ftc.gov

E-Filed on 6/15/09

9 Attorneys for Plaintiff Federal Trade Commission

10  
11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
San Jose Division

13  
14 Federal Trade Commission,

15 Plaintiff,

16 v.

17 Pricewert LLC d/b/a 3FN.net, Triple Fiber  
18 Network, APS Telecom and APX Telecom,  
APS Communications, and APS  
Communication,

19 Defendant.

Case No. C-09-2407 RMW

PRELIMINARY INJUNCTION

20  
21 Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), pursuant to Section  
22 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), has filed a  
23 Complaint for Injunctive and Other Equitable Relief, and moved *ex parte* for a temporary  
24 restraining order and for an order to show cause why a preliminary injunction should not be  
25 granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure. On June 2, 2009, this  
26 Court granted the Commission's motion and entered a Temporary Restraining Order and Order to  
27 Show Cause against Defendant Pricewert LLC also d/b/a 3FN.net, Triple Fiber Network, APS  
28 Telecom and APX Telecom, APS Communications, and APS Communication (D.E. 12). On  
June 5, 2009 the court directed the FTC to submit a proposal for expeditiously addressing the

1 concerns of innocent third parties who claimed to be suffering harm as a result of the Temporary  
2 Restraining Order. This request was prompted by written communication to the court by two non-  
3 parties. The hearing on the Order to show Cause as to why a preliminary injunction should not  
4 issue was held on June 15, 2009. The FTC appeared through its counsel Ethan Arenson and  
5 Philip Tumminio. Karl S. Kronenberger of Kronenberger Burgoyne, LLP appeared on behalf of  
6 third parties Suren Ter-Saakov and Tsuren LLC. Although the court had received communication  
7 from Max Christopher who was identified as "Defendant's authorized representative and  
8 interpreter" indicating that counsel for defendant or a representative would appear, no one  
9 appeared on behalf of defendant. After reviewing the papers and hearing the comments of  
10 counsel, the Court makes the following findings and orders.

11  
12 **FINDINGS**

13 The court has considered the pleadings, declarations, exhibits, and memoranda filed in  
14 support of the Commission's motion for a preliminary injunction and finds that:

- 15 1. This court has jurisdiction over the subject matter of this case and there is good  
16 cause to believe that it will have jurisdiction over all parties hereto; the Complaint  
17 states a claim upon which relief may be granted against the Defendant under  
18 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (2006).
- 19 2. There is good cause to believe that Pricewert LLC also d/b/a 3FN.net, Triple Fiber  
20 Network, APS Telecom and APX Telecom, APS Communications, and APS  
21 Communication (the "Defendant"), has engaged in and is likely to engage in acts or  
22 practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (2006), and  
23 that the Commission is, therefore, likely to prevail on the merits of this action;
- 24 3. There is good cause to believe that immediate and irreparable harm will result from  
25 the Defendant's ongoing violations of Section 5(a) of the FTC Act unless the  
26 Defendant is restrained and enjoined by Order of this court. The evidence set forth  
27 in the Commission's Memorandum of Law in Support of *Ex Parte* Motion for  
28 Temporary Restraining Order and Order to Show Cause ("TRO Motion"), and the

1 accompanying declarations and exhibits, demonstrates that the Commission is  
2 likely to prevail on its claim that Defendant has engaged in unfair acts or practices  
3 in violation of Section 5(a) of the FTC Act by: recruiting, distributing and hosting  
4 electronic code or content that inflicts harm upon consumers, including, but not  
5 limited to, child pornography, botnet command and control servers, spyware,  
6 viruses, trojans, and phishing-related sites; and configuring, deploying, and  
7 operating botnets. There is good cause to believe that the Defendant will continue  
8 to engage in such unlawful actions if not immediately restrained from doing so by  
9 Order of this court;

- 10 4. There is good cause to believe that immediate and irreparable damage to this  
11 court's ability to grant effective final relief will result from the sale, transfer, or  
12 other disposition or concealment by the Defendant of its assets, business records,  
13 or other discoverable evidence. Based on the evidence cited in the Commission's  
14 TRO Motion and accompanying declarations and exhibits, the Commission is  
15 likely to be able to prove that: (1) the Defendant has operated through a series of  
16 maildrops and shell companies, with a principal place of business and its principals  
17 located outside of the United States; (2) the Defendant has continued its unlawful  
18 operations unabated despite requests from the Internet security community to cease  
19 its injurious activities; and (3) the Defendant is engaged in activities that directly  
20 violate U.S. law and cause significant harm to consumers;
- 21 5. There is good cause to believe that the Defendant, which is controlled by  
22 individuals outside of the United States, has engaged in illegal activity using Data  
23 Centers and Upstream Service Providers based in the United States and that to  
24 immediately halt the injury caused by Defendant, such Data Centers and Upstream  
25 Service Providers must be ordered to immediately disconnect or to maintain  
26 disconnection of Defendant's computing resources from the Internet, prevent the  
27 Defendant and others from accessing such computer resources, and prevent the  
28 destruction of data located on these computer resources;

- 1 6. Weighing the equities and considering the Plaintiff's likelihood of ultimate  
2 success, this Order is in the public interest; and
- 3 7. Fed. R. Civ. P. 65(c) does not require security of the United States or an officer or  
4 agency thereof for the issuance of a preliminary injunction.

5  
6 **DEFINITIONS**

7 For the purpose of this order, the following definitions shall apply:

- 8 1. "Assets" means any legal or equitable interest in, right to, or claim to, any real,  
9 personal, or intellectual property of Defendant or held for the benefit of Defendant  
10 wherever located, including, but not limited to, chattel, goods, instruments,  
11 equipment, fixtures, general intangibles, effects, leaseholds, contracts, mail or  
12 other deliveries, shares of stock, inventory, checks, notes, accounts, credits,  
13 receivables (as those terms are defined in the Uniform Commercial Code), cash,  
14 and trusts, including but not limited to any other trust held for the benefit of  
15 Defendant.
  - 16 2. "Botnet" means a network of computers that have been compromised by malicious  
17 code and surreptitiously programmed to follow instructions issued by a Botnet  
18 Command and Control Server.
  - 19 3. "Botnet Command and Control Server" means a computer or computers used to  
20 issue instructions to, or otherwise control, a Botnet.
  - 21 4. The term "Child Pornography" shall have the same meaning as provided in 18  
22 U.S.C. § 2256.
  - 23 5. "Data Center" means any person or entity that contracts with third parties to house  
24 computer servers and associated equipment, and provides the infrastructure to  
25 support such equipment, such as power or environmental controls.
  - 26 6. "Day" shall have the meaning prescribed by and time periods in this Order shall be  
27 calculated pursuant to Fed. R. Civ. P. 6(a).
- 28

1           7.     **“Defendant”** means Pricewert LLC also d/b/a 3FN.net, Triple Fiber Network,  
2           APS Telecom, APX Telecom, APS Communications, APS Communication, and  
3           any other names under which it does business, and any subsidiaries, corporations,  
4           partnerships, or other entities directly or indirectly owned, managed, or controlled  
5           by Pricewert LLC.

6           8.     **“Document”** is synonymous in meaning and equal in scope to the usage of  
7           the term in the Federal Rules of Civil Procedure 34(a), and includes  
8           writing, drawings, graphs, charts, Internet sites, Web pages, Web sites,  
9           electronic correspondence, including e-mail and instant messages,  
10          photographs, audio and video recordings, contracts, accounting data,  
11          advertisements (including, but not limited to, advertisements placed on the  
12          World Wide Web), FTP Logs, Server Access Logs, USENET Newsgroup  
13          postings, World Wide Web pages, books, written or printed records,  
14          handwritten notes, telephone logs, telephone scripts, receipt books, ledgers,  
15          personal and business canceled checks and check registers, bank  
16          statements, appointment books, computer records, and other data  
17          compilations from which information can be obtained and translated. A  
18          draft or non-identical copy is a separate document within the meaning of  
19          the term.

20          9.     **“Phishing”** means the use of email, Internet web sites, or other means to mimic or  
21          copy the appearance of a trustworthy entity for the purpose of duping consumers  
22          into disclosing personal information, such as account numbers and passwords.

23          10.    **“Representatives”** means the following persons or entities who receive actual  
24          notice of this preliminary injunction by personal service or otherwise: (1) the  
25          Defendant’s officers, agents, servants, employees, and attorneys; and (2) all other  
26          persons who are in active concert or participation with Defendant or its officers,  
27          agents, servants, employees, or attorneys. A Data Center or Upstream Service  
28          Provider that continues to provide services to Defendant after receiving actual

1 notice of this preliminary injunction is a Representative.

2 11. "Spyware" means any type of software that is surreptitiously installed on a  
3 computer and, without the consent of the user, could collect information from a  
4 computer, could allow third parties to control remotely the use of a computer, or  
5 could facilitate botnet communications.

6 12. "Trojan Horse" means a computer program with an apparent or actual useful  
7 function that contains additional, undisclosed malicious code, including but not  
8 limited to spyware, viruses, or code that facilitates the surreptitious download or  
9 installation of other software code.

10 13. "Upstream Service Provider" means any entity that provides the means to  
11 connect to the Internet, including, but not limited to, the subleasing of Internet  
12 Protocol addresses.

13 14. "Viruses" means computer programs designed to spread from one computer to  
14 another and to interfere with the operation of the computers they infect.

15  
16 **PROHIBITED BUSINESS ACTIVITIES**

17 **I.**

18 **IT IS THEREFORE ORDERED** that, Defendant and its Representatives are  
19 preliminarily restrained and enjoined from recruiting or willingly distributing or hosting Child  
20 Pornography, Botnet Command and Control Servers, Spyware, Viruses, Trojan Horses, Phishing-  
21 related sites, or similar electronic code or content that inflicts harm upon consumers.

22 **II.**

23 **IT IS FURTHER ORDERED** that Defendant and its Representatives are preliminarily  
24 restrained and enjoined from configuring, deploying, operating, or otherwise participating in or  
25 otherwise willingly facilitating, any Botnet.

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**SUSPENSION OF INTERNET CONNECTIVITY**

**III.**

**IT IS FURTHER ORDERED** that, pending resolution of the merits of this case, that:

A. Any Data Center in active concert or participation with and providing services to Defendant or Defendant’s officers, agents, servants, or employees shall, if it has not already done so in compliance with the Temporary Restraining Order previously issued in this case, immediately and without prior notification to Defendant or Defendant’s officers, agents, servants, or employees, take all reasonable and necessary steps to make inaccessible to the Defendant and all other persons, except as otherwise ordered herein, all computers, servers or electronic data storage devices or media and the content stored thereupon (hereafter “computer resources”), leased, owned or operated by Defendant or Defendant’s officers agents, servants, or employees and located on premises owned by, or within the control of, the Data Center and shall, if it has already taken such steps in compliance with the Temporary Restraining Order previously issued in this case, continue to make those computer resources inaccessible to the Defendant and all other persons, except as otherwise ordered herein. Such steps shall, at a minimum, include:

- 1. disconnecting such computer resources from the Internet and all other networks;
- 2. securing the area where such computer resources are located in a manner reasonably calculated to deny access to the Defendant and its officers, agents, servants, or employees; and
- 3. if such Data Center restricts access to its facilities by means of access credentials, suspending all access credentials issued to Defendant or Defendant’s officers, agents, servants, or employees;

B. Any Upstream Service Provider in active concert or participation with and providing services to Defendant or Defendant’s officers, agents, servants, or employees shall, if it has not already done so in compliance with the Temporary Restraining Order previously issued in this case, immediately, and without notifying Defendant or Defendant’s officers, agents, servants, or employees in advance, take all reasonable and necessary steps to deny Internet connectivity to the Defendant and Defendant’s officers, agents, servants, and employees, including, but not limited



1 to, suspending any IP addresses assigned to the Defendant or Defendant's officers, agents, servants,  
2 or employees by the Upstream Service Provider, and refraining from reassigning such IP addresses,  
3 and shall, if it has already taken such steps in compliance with the Temporary Restraining Order  
4 previously issued in this case, continue to deny Internet connectivity to the Defendant and  
5 Defendant's officers, agents, servants, and employees;

6 C. Any Data Center or Upstream Service Provider described in subparagraphs A and B  
7 above providing services to Defendant or Defendant's officers, agents, servants, or employees,  
8 shall preserve and retain documents relating to the Defendant or the Defendant's officers, agents,  
9 servants, or employees; and

10 D. Agents of the Commission and other law enforcement agencies are permitted to  
11 enter the premises of any of Defendant's Data Centers and Upstream Service Providers described  
12 in subparagraph A and B above to serve copies of this Order and to verify that the Data Centers  
13 and Upstream Service Providers have taken the reasonable and necessary steps described in sub-  
14 paragraphs A and B of this Paragraph.

15 *Provided, however, nothing in Paragraph III shall be interpreted to deny access to any law*  
16 *enforcement agency granted access pursuant to a court order, search warrant, or other lawful*  
17 *process, or to deny access to any receiver appointed by this court.*

18  
19 **ASSET FREEZE**

20 **IV.**

21 **IT IS FURTHER ORDERED** that the Defendant and its Representatives are hereby  
22 preliminarily restrained and enjoined from:

23 A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling,  
24 concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security  
25 interest or other interest in, or otherwise disposing of any funds, real or personal property,  
26 accounts, contracts, consumer lists, shares of stock, or other assets, or any interest therein,  
27 wherever located, that are: (1) owned or controlled by the Defendant, in whole or in part, for the  
28 benefit of the Defendant; (2) in the actual or constructive possession of the Defendant; or (3)

1 owned, controlled by, or in the actual or constructive possession of any corporation, partnership, or  
2 other entity directly or indirectly owned, managed, or controlled by the Defendant, including, but  
3 not limited to, any assets held by or for, or subject to access by, the Defendant, at any bank or  
4 savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity  
5 trading company, precious metals dealer, or other financial institution or depository of any kind;  
6 and

7 B. Opening or causing to be opened any safe deposit boxes titled in the name of the  
8 Defendant, or subject to access by the Defendant.

9 *Provided, however,* that the assets affected by Paragraph IV shall include: (1) all of the  
10 assets of the Defendant existing as of the date this Order was entered; and (2) for assets obtained  
11 after the date this Order was entered, only those assets of the Defendant that are derived from  
12 conduct prohibited in Paragraphs I and II of this Order.

13  
14 **FINANCIAL REPORTS AND ACCOUNTING**

15 **V.**

16 **IT IS FURTHER ORDERED** that the Defendant, if it has not already done so in  
17 compliance with the Temporary Restraining Order previously issued in this case, shall within five  
18 (5) business days of receiving notice of this Order provide the Commission with completed  
19 financial statements, verified under oath and accurate as of the date of entry of this Order, on the  
20 forms attached to this Order as **Attachment A**.

21  
22 **RETENTION OF ASSETS AND PRODUCTION OF RECORDS  
BY FINANCIAL INSTITUTIONS**

23 **VI.**

24 **IT IS FURTHER ORDERED** that, any financial or brokerage institution, business entity,  
25 or person served with a copy of this Order that holds, controls, or maintains custody of any account  
26 or asset of the Defendant, or has held, controlled or maintained custody of any such account or  
27 asset at any time prior to the date of entry of this Order, shall:  
28

1 A. Hold and retain within its control and prohibit the withdrawal, removal, assignment,  
2 transfer, pledge, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of any  
3 such asset except by further order of the court; and

4 B. Deny all persons access to any safe deposit box that is:

- 5 1. titled in the name of the Defendant; or
- 6 2. otherwise subject to access by Defendant.

7  
8 **FOREIGN ASSET REPATRIATION AND ACCOUNTING**

9 **VII.**

10 **IT IS FURTHER ORDERED** that:

11 A. Defendant and its Representatives shall, if it has not already done so in compliance  
12 with the Temporary Restraining Order previously issued in this case, immediately upon service of  
13 this Order, or as soon as relevant banking hours permit, transfer to the territory of the United States  
14 to a blocked account whose funds cannot be withdrawn without further order of the court all funds  
15 and assets in foreign countries held: (1) by Defendant; (2) for its benefit; or (3) under its direct or  
16 indirect control, jointly or singly; and

17 B. Defendant shall, if it has not already done so in compliance with the Temporary  
18 Restraining Order previously issued in this case, within five (5) business days of receiving notice  
19 of this Order provide the Commission with a full accounting, verified under oath and accurate as of  
20 the date of this Order, of all funds, documents, and assets outside of the United States which are:  
21 (1) titled in the Defendant's name; or (2) held by any person or entity for the benefit of the  
22 Defendant; or (3) under the direct or indirect control, whether jointly or singly, of the Defendant;  
23 and

24 C. Defendant and its Representatives are preliminarily restrained and enjoined from  
25 taking any action, directly or indirectly, which may result in the encumbrance or dissipation of  
26 foreign assets, including but not limited to:

- 27 1. Sending any statement, letter, fax, e-mail or wire transmission, telephoning or  
28 engaging in any other act, directly or indirectly, that results in a determination by a

1 foreign trustee or other entity that a "duress" event has occurred under the terms of a  
2 foreign trust agreement; or

- 3 2. Notifying any trustee, protector or other agent of any foreign trust or other related  
4 entities of the existence of this Order, or that an asset freeze is required pursuant to  
5 a court Order, until such time that a full accounting has been provided pursuant to  
6 this Paragraph.

7  
8 **ACCESS TO BUSINESS RECORDS**

9 **VIII.**

10 **IT IS FURTHER ORDERED** that the Defendant, if it has not already done so in  
11 compliance with the Temporary Restraining Order previously issued in this case, shall allow the  
12 Commission's representatives, agents, and assistants access to the Defendant's business records to  
13 inspect and copy documents. Accordingly, the Defendant shall, within forty-eight (48) hours of  
14 receiving notice of this Order, produce to the Commission and the Commission's representatives,  
15 agents, and assistants for inspection, inventory, and/or copying, at Federal Trade Commission, 600  
16 Pennsylvania Avenue NW, Room H-286, Washington DC 20580, Attention: Ethan Arenson, the  
17 following materials: (1) all client information, including, but not limited to, names, phone  
18 numbers, addresses, email addresses, and payment information for all clients of Defendant's  
19 services; (2) contracts; (3) correspondence, including, but not limited to, electronic correspondence  
20 and Instant Messenger communications, that refer or relate to the Defendant's services; and (4)  
21 accounting information, including, but not limited to, profit and loss statements, annual reports,  
22 receipt books, ledgers, personal and business canceled checks and check registers, bank statements,  
23 and appointment books.

24 *Provided, however,* this Paragraph excludes any record or other information pertaining to a  
25 subscriber or customer of an electronic communications service or a remote computing service as  
26 those terms are defined in the Electronic Communications Privacy Act, 18 U.S.C. § 2703(c)  
27 (2006).

28

1 The Commission shall return produced materials pursuant to this Paragraph within five (5)  
2 days of completing said inventory and copying.

3  
4 **COMMENCEMENT OF DISCOVERY**

5 **IX.**

6 **IT IS FURTHER ORDERED** that pursuant to Federal Rules of Civil Procedure 30(a),  
7 31(a), 34, and 45, and notwithstanding the provisions of Federal Rules of Civil Procedure 26(d)  
8 and (f), 30(a)(2)(A)-(C), and 31(a)(2)(A)-(C), the Commission is granted leave, at any time after  
9 entry of this Order, to commence discovery.

10  
11 **PRESERVATION OF RECORDS**

12 **X.**

13 **IT IS FURTHER ORDERED** that the Defendant and its Representatives are hereby  
14 preliminarily restrained and enjoined from destroying, erasing, mutilating, concealing, altering,  
15 transferring, writing over, or otherwise disposing of, in any manner, directly or indirectly, any  
16 documents or records of any kind that relate to the business practices or business finances of the  
17 Defendant, including but not limited to, computerized files and storage media on which  
18 information has been saved (including, but not limited to, hard drives, DVDs, CD-ROMS, zip  
19 disks, floppy disks, punch cards, magnetic tape, backup tapes, and computer chips), and any and all  
20 equipment needed to read any such documents or records, FTP logs, Service Access Logs,  
21 USENET Newsgroup postings, World Wide Web pages, books, written or printed records,  
22 handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business  
23 canceled checks and check registers, bank statements, appointment books, and other documents or  
24 records of any kind that relate to the business practices or finances of the Defendant or its officers,  
25 agents, servants, or employees.

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**RECORD KEEPING/BUSINESS OPERATIONS**

**XI.**

**IT IS FURTHER ORDERED** that the Defendant is hereby preliminarily restrained and enjoined from:

- A. Failing to maintain documents that, in reasonable detail, accurately, fairly, and completely reflect its income, disbursements, transactions, and use of money; and
- B. Creating, operating, or exercising any control over any business entity, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing the Commission with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers and employees; and (4) a detailed description of the business entity's intended activities.

**DISTRIBUTION OF ORDER BY DEFENDANT**

**XII.**

**IT IS FURTHER ORDERED** that the Defendant shall immediately provide a copy of this Order to each of its subsidiaries, Upstream Service Providers, Data Centers, divisions, sales entities, successors, assigns, officers, directors, employees, independent contractors, client companies, agents, and attorneys, and shall, within ten (10) calendar days from the date of entry of this Order, provide the Commission with a sworn statement that it has complied with this provision of the Order, which statement shall include the names, physical addresses, and e-mail addresses of each such person or entity who received a copy of the Order.

**SERVICE OF ORDER**

**XIII.**

**IT IS FURTHER ORDERED** that copies of this Order may be served by any means authorized by law, including facsimile transmission, upon any financial institution or other entity or person that may have possession, custody, or control of any documents of the Defendant, or that

1 may otherwise be subject to any provision of this Order.

2  
3 **SERVICE UPON THE COMMISSION**

4 **XIV.**

5 **IT IS FURTHER ORDERED** that, with regard to any correspondence or pleadings related  
6 to this Order, service on the Commission shall be performed by overnight mail delivery to the  
7 attention of Ethan Arenson at the Federal Trade Commission, 600 Pennsylvania Avenue, NW,  
8 Room H-286, Washington, DC 20580.

9  
10 **MODIFICATION OF ORDER**

11 **XV.**

12 The court has concerns about the potential hardship this Order may impose on the  
13 defendant and others, arising from information provided by the defendant and a few third-parties  
14 who have communicated with the court. By Order made contemporaneously with this Order, the  
15 court has appointed a receiver to expeditiously deal with any claim by a third party that it has  
16 suffered harm as a result of the restraining order or will suffer harm as a result of this Preliminary  
17 Injunction. The court has also noted in the submission by Max Christopher, defendant's purported  
18 representative, that defendant "is not going to hide or not appear in court," that "defendant always  
19 has been willing to cooperate with authorities and is ready to assist the investigation" and is "ready  
20 to cooperate and provide any information [it has] on its servers." Further, the submission by Mr.  
21 Christopher notes that the asset freeze has limited defendant's opportunities to obtain legal  
22 representation and defend and respond. Therefore, **IT IS FURTHER ORDERED** that defendant  
23 may, on 48 hours' notice to parties who have appeared, seek modification of this Order including  
24 immediate release of funds necessary to pay for legal representation on behalf of defendant.

25  
26 **RETENTION OF JURISDICTION**

27 **XIV.**

28 **IT IS FURTHER ORDERED** that this court shall retain jurisdiction of this matter for all

1 purposes. No security is required of any agency of the United States for the issuance of a  
2 preliminary injunction. Fed. R. Civ. P. 65(c).

3 **SO ORDERED**, this 15th day of June, 2009.

4  
5 *Ronald M. Whyte*

6 RONALD M. WHYTE  
7 United States District Judge  
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1 **Notice of this document has been electronically sent to:**

2 **Counsel for Plaintiff:**

3 Ethan Arenson earenson@ftc.gov  
4 Carl Settlemyer csettlemyer@ftc.gov  
Philip Tumminio ptumminio@ftc.gov

6 **Counsel for Defendants:**

7 (no appearance)

8 **Counsel for Proposed Intervenors:**

9 Karl Stephen Kronenberger karl@KBInternetlaw.com  
10 Jeffrey Michael Rosenfeld Jeff@KBInternetlaw.com

12 Counsel are responsible for distributing copies of this document to co-counsel that have not  
13 registered for e-filing under the court's CM/ECF program.

16 **Dated:** 6/15/09 TER  
17 **Chambers of Judge Whyte**

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ATTACHMENT A

**FEDERAL TRADE COMMISSION**  
**FINANCIAL STATEMENT OF CORPORATE DEFENDANT**

---

**Instructions:**

1. Complete all items. Enter "None" or "N/A" ("Not Applicable") where appropriate. If you cannot fully answer a question, explain why.
2. In completing this financial statement, "the corporation" refers not only to this corporation but also to each of its predecessors that are not named defendants in this action.
3. When an Item asks for information about assets or liabilities "held by the corporation," include ALL such assets and liabilities, located within the United States or elsewhere, held by the corporation or held by others for the benefit of the corporation.
4. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number being continued.
5. Type or print legibly.
6. An officer of the corporation must sign and date the completed financial statement on the last page and initial each page in the space provided in the lower right corner.

**Penalty for False Information:**

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

- (1) "in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry" (18 U.S.C. § 1001);
- (2) "in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true" (18 U.S.C. § 1621); or
- (3) "in any ( . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information . . . knowing the same to contain any false material declaration." (18 U.S.C. § 1623).

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) \$250,000 for an individual or \$500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

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**BACKGROUND INFORMATION**

**Item 1. General Information**

Corporation's Full Name \_\_\_\_\_

Primary Business Address \_\_\_\_\_ From (Date) \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Internet Home Page \_\_\_\_\_

All other current addresses & previous addresses for past five years, including post office boxes and mail drops:

Address \_\_\_\_\_ From/Until \_\_\_\_\_

Address \_\_\_\_\_ From/Until \_\_\_\_\_

Address \_\_\_\_\_ From/Until \_\_\_\_\_

All predecessor companies for past five years:

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

**Item 2. Legal Information**

Federal Taxpayer ID No. \_\_\_\_\_ State & Date of Incorporation \_\_\_\_\_

State Tax ID No. \_\_\_\_\_ State \_\_\_\_\_ Profit or Not For Profit \_\_\_\_\_

Corporation's Present Status: Active \_\_\_\_\_ Inactive \_\_\_\_\_ Dissolved \_\_\_\_\_

If Dissolved: Date dissolved \_\_\_\_\_ By Whom \_\_\_\_\_

Reasons \_\_\_\_\_

Fiscal Year-End (Mo./Day) \_\_\_\_\_ Corporation's Business Activities \_\_\_\_\_

**Item 3. Registered Agent**

Name of Registered Agent \_\_\_\_\_

Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

**Item 4. Principal Stockholders**

List all persons and entities that own at least 5% of the corporation's stock.

<u>Name &amp; Address</u>	<u>% Owned</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Item 5. Board Members**

List all members of the corporation's Board of Directors.

<u>Name &amp; Address</u>	<u>% Owned</u>	<u>Term (From/Until)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Item 6. Officers**

List all of the corporation's officers, including *de facto* officers (individuals with significant management responsibility whose titles do not reflect the nature of their positions).

<u>Name &amp; Address</u>	<u>% Owned</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Item 7. Attorneys**

List all attorneys retained by the corporation during the last three years.

<u>Name</u>	<u>Firm Name</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines): I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Corporate Position

# **EXHIBIT 10**

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The Honorable James L. Robart  
CERTIFIED TRUE COPY  
ATTEST: WILLIAM M. McCOOL  
Clerk, U.S. District Court  
Western District of Washington  
By Mary Dutt  
Deputy Clerk

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MICROSOFT CORPORATION,  
Plaintiff,

v.

JOHN DOES 1-11 CONTROLLING A  
COMPUTER BOTNET THEREBY  
INJURING MICROSOFT AND ITS  
CUSTOMERS.  
Defendants.

Case No. 2:11-cv-00222

**SECOND AMENDED [PROPOSED]  
EX PARTE TEMPORARY  
RESTRAINING ORDER, SEIZURE  
ORDER AND ORDER TO SHOW  
CAUSE RE PRELIMINARY  
INJUNCTION**

**\*\*FILED UNDER SEAL\*\***

CITIZENSHIP

Plaintiff Microsoft Corporation ("Microsoft") has filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act (18 U.S.C. § 1030); (2) the CAN-SPAM Act (15 U.S.C. § 7704); (3) the Lanham Act (15 U.S.C. §§ 1114(a)(1), 1125(a), (c)); and (4) the common law of trespass, conversion and unjust enrichment. Microsoft has moved *ex parte* for an emergency temporary restraining order and seizure order pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C § 1116(d) (the Lanham Act) and 28 U.S.C. § 1651(a) (the All Writs Act), and an order to show cause why a preliminary injunction should not be granted.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Microsoft's Application for *Ex Parte* Temporary Restraining Order, *Ex Parte* Seizure and Order

SECOND AMENDED [PROPOSED] EX PARTE  
TEMPORARY RESTRAINING ORDER, SEIZURE  
ORDER AND ORDER TO SHOW CAUSE RE  
PRELIMINARY INJUNCTION

Orrick Herrington & Sutcliffe LLP  
701 5th Avenue, Suite 5500  
Seattle, Washington 98104-7097  
tel+1-206-839-4300



1 to Show Cause Re Preliminary Injunction ("TRO Application"), the Court hereby makes the  
2 following findings of fact and conclusions of law:

3 1. This Court has jurisdiction over the subject matter of this case and there is good  
4 cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim  
5 upon which relief may be granted against the Defendants under the Computer Fraud and Abuse  
6 Act (18 U.S.C. § 1030); CAN-SPAM Act (15 U.S.C. § 7704); the Lanham Act (15 U.S.C. §§  
7 1114, 1125); and the common law of trespass to chattels, conversion and unjust enrichment.

8 2. Microsoft owns the registered trademarks "Microsoft," "Windows," and "Hotmail"  
9 used in connection with its services, software, and products.

10 3. There is good cause to believe that Defendants have engaged in and are likely to  
11 engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030);  
12 CAN-SPAM Act (15 U.S.C. § 7704); the Lanham Act (15 U.S.C. §§ 1114, 1125); and the  
13 common law of trespass to chattels, conversion and unjust enrichment, and that Microsoft is,  
14 therefore, likely to prevail on the merits of this action.

15 4. There is good cause to believe that, unless the Defendants are restrained and  
16 enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants'  
17 ongoing violations of the Computer Fraud and Abuse Act (18 U.S.C. § 1030); CAN-SPAM Act  
18 (15 U.S.C. § 7704); the Lanham Act (15 U.S.C. §§ 1114, 1125); and the common law of trespass  
19 to chattels, conversion and unjust enrichment. The evidence set forth in Microsoft's Application  
20 for an Emergency Temporary Restraining Order, Seizure Order and Order to Show Cause Re  
21 Preliminary Injunction ("TRO Motion"), and the accompanying declarations and exhibits,  
22 demonstrates that Microsoft is likely to prevail on its claim that Defendants have engaged in  
23 violations of the foregoing laws by: (1) intentionally accessing and sending malicious software to  
24 Microsoft's and its customers' protected computers and operating systems, without authorization,  
25 in order to infect those computers and make them part of the botnet; (2) sending malicious  
26 software to configure, deploy and operate a botnet; (3) sending unsolicited spam e-mail to  
27 Microsoft's Hotmail accounts; and (4) sending unsolicited spam e-mails that falsely indicate that  
28 they are from or approved by Microsoft and that promote counterfeit pharmaceuticals and other

1 fraudulent schemes. There is good cause to believe that if such conduct continues, irreparable  
2 harm will occur to Microsoft and the public, including Microsoft's customers. There is good  
3 cause to believe that the Defendants will continue to engage in such unlawful actions if not  
4 immediately restrained from doing so by Order of this Court.

5         5. There is good cause to believe that immediate and irreparable damage to this  
6 Court's ability to grant effective final relief will result from the sale, transfer, or other disposition  
7 or concealment by Defendants of the botnet command and control software that is hosted at and  
8 otherwise operates through the Internet Protocol (IP) addresses listed in Appendix A and the  
9 Internet domains at issue in Microsoft's TRO Application and from the destruction or  
10 concealment of other discoverable evidence of Defendants' misconduct available at those  
11 locations if the Defendants receive advance notice of this action. Based on the evidence cited in  
12 Microsoft's TRO Application and accompanying declarations and exhibits, Microsoft is likely to  
13 be able to prove that: (1) the Defendants are engaged in activities that directly violate U.S. law  
14 and harm Microsoft and the public, including Microsoft's customers; (2) the Defendants have  
15 continued their unlawful conduct despite the clear injury to the foregoing interests; (3) the  
16 Defendants are likely to delete or relocate the botnet command and control software at issue in  
17 Microsoft's TRO Application and the harmful, malicious, and trademark infringing software  
18 disseminated through these IP addresses and domains and to warn their associates engaged in such  
19 activities if informed of Microsoft's action. Microsoft's request for this emergency *ex parte* relief  
20 is not the result of any lack of diligence on Microsoft's part, but instead is based upon the nature  
21 of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b) and 15  
22 U.S.C. § 1116(d), good cause and the interests of justice require that this Order be Granted  
23 without prior notice to the Defendants, and accordingly Microsoft is relieved of the duty to  
24 provide the Defendants with prior notice of Microsoft's motion.

25         6. There is good cause to believe that the Defendants have engaged in illegal activity  
26 using the data centers and/or Internet hosting providers identified in Appendix A to host the  
27 command and control software and the malicious botnet code and content used to maintain and  
28 operate the botnet at computers, servers, electronic data storage devices or media at the IP

1 addresses identified in Appendix A.

2 7. There is good cause to believe that to immediately halt the injury caused by  
3 Defendants, Defendants' IP addresses identified in Appendix A must be immediately disabled;  
4 Defendants' computing resources related to such IP addresses must be disconnected from the  
5 Internet; Defendants must be prohibited from accessing Defendants' computer resources related  
6 to such IP addresses; and to prevent the destruction of data and evidence located on those  
7 computer resources.

8 8. There is good cause to believe that to immediately halt the injury caused by  
9 Defendants, and to ensure that future prosecution of this case is not rendered fruitless by attempts  
10 to delete, hide, conceal, or otherwise render inaccessible the software components that distribute  
11 unlicensed copies of Microsoft's registered trademarks and carry out other harmful conduct, with  
12 respect to Defendants' most current, active command and control IP addresses hosted at data  
13 centers operated by ECommerce, Inc.; FDCservers.net, LLC; Wholesale Internet, Inc.; Burstnet  
14 Technologies, Inc. d/b/a Network Operations Center, Inc.; and Softlayer Technologies, Inc., the  
15 United States Marshals Service in the judicial districts where the data centers are located should  
16 be directed to seize, impound and deliver into the custody of third-party escrow service Stroz  
17 Friedberg, 1925 Century Park East, Suite 1350, Los Angeles, CA 90067, all of Defendants'  
18 computers, servers, electronic data storage devices, software, data or media associated with the IP  
19 addresses listed in Appendix A.

20 9. There is good cause to believe that the Defendants have engaged in illegal activity  
21 using the Internet domains identified at Appendix B to this order to host the command and control  
22 software and content used to maintain and operate the botnet. There is good cause to believe that  
23 to immediately halt the injury caused by Defendants, each of Defendants' current and prospective  
24 domains set forth in Appendix B must be immediately made inaccessible, and/or removed from  
25 the Internet zone file.

26 10. There is good cause to direct that third party data centers, hosting providers and  
27 Internet registries/registrars reasonably assist in the implementation of the Order and refrain from  
28 frustrating the implementation and purposes of this Order, pursuant to 28 U.S.C. § 1651(a) (the

1 All Writs Act).

2 11. There is good cause to believe that if Defendants are provided advance notice of  
3 Microsoft's TRO Application or this Order, they would move the botnet infrastructure, allowing  
4 them to continue their misconduct and would destroy, move, hide, conceal, or otherwise make  
5 inaccessible to the Court evidence of their misconduct, the botnet's activity, the infringing  
6 materials, the instrumentalities used to make the infringing materials, and the records evidencing  
7 the manufacture and distributing of the infringing materials.

8 12. There is good cause to permit notice of the instant order, notice of the Preliminary  
9 Injunction hearing and service of the Complaint by formal and alternative means, given the  
10 exigency of the circumstances and the need for prompt relief. The following means of service are  
11 authorized by law, satisfy Due Process, satisfy Fed. R. Civ. Pro. 4(f)(3), and are reasonably  
12 calculated to notify defendants of the instant order, the Preliminary Injunction hearing and of this  
13 action: (1) personal delivery upon defendants who provided to the data centers and Internet  
14 hosting providers contact information in the U.S.; (2) personal delivery through the Hague  
15 Convention on Service Abroad or other treaties upon defendants who provided contact  
16 information outside the United States; (3) transmission by e-mail, facsimile, and mail to the  
17 contact information provided by defendants to the data centers, Internet hosting providers, and  
18 domain registrars who host the software code associated with the IP addresses in Appendix A, or  
19 through which domains in Appendix B are registered; and (4) publishing notice to the Defendants  
20 on a publicly available Internet website.

21 13. There is good cause to believe that the harm to Microsoft of denying the relief  
22 requested in its TRO Application outweighs any harm to any legitimate interests of Defendants  
23 and that there is no undue burden to any third party.

24 **TEMPORARY RESTRAINING ORDER AND SEIZURE ORDER**

25 **IT IS THEREFORE ORDERED** as follows:

26 A. Defendants, their representatives and persons who are in active concert or  
27 participation with them are temporarily restrained and enjoined from intentionally accessing and  
28 sending malicious software to Microsoft's and its customers' protected computers and operating

1 systems, without authorization, in order to infect those computers and make them part of the  
2 botnet; sending malicious software to configure, deploy and operate a botnet; sending unsolicited  
3 spam e-mail to Microsoft's Hotmail accounts; and sending unsolicited spam e-mail that falsely  
4 indicate that they are from or approved by Microsoft; or undertaking any similar activity that  
5 inflicts harm on Microsoft or the public, including Microsoft's customers.

6 B. Defendants, their representatives and persons who are in active concert or  
7 participation with them are temporarily restrained and enjoined from configuring, deploying,  
8 operating or otherwise participating in or facilitating the botnet described in the TRO Application,  
9 including but not limited to the command and control software hosted at and operating through the  
10 IP addresses and domains set forth herein and through any other component or element of the  
11 botnet in any location.

12 C. Defendants, their representatives and persons who are in active concert or  
13 participation with them are temporarily restrained and enjoined from using the trademarks  
14 "Microsoft," "Windows," "Hotmail," and/or other trademarks; trade names; service marks; or  
15 Internet Domain addresses or names; or acting in any other manner which suggests in any way  
16 that Defendants' products or services come from or are somehow sponsored or affiliated with  
17 Microsoft, and from otherwise unfairly competing with Microsoft, misappropriating that which  
18 rightfully belongs to Microsoft, or passing off their goods as Microsoft's.

19 D. Defendants, their representatives and persons who are in active concert or  
20 participation with them are temporarily restrained and enjoined from infringing Microsoft's  
21 registered trademarks, Registration Nos. 1200236, 2165601, 2463510 and others.

22 E. Defendants, their representatives and persons who are in active concert or  
23 participation with them are temporarily restrained and enjoined from using in connection with  
24 Defendants' activities any false or deceptive designation, representation or description of  
25 Defendants' or of their representatives' activities, whether by symbols, words, designs or  
26 statements, which would damage or injure Microsoft or give Defendants an unfair competitive  
27 advantage or result in deception of consumers.

28 F. Defendants' materials bearing infringing marks, the means of making the

1 counterfeit marks, and records documenting the manufacture, sale, or receipt of things involved in  
2 such violation, in the possession of data centers operated by ECommerce, Inc., FDCServers.net  
3 LLC, Wholesale Internet, Inc., Burstnet Technologies, Inc., and Soflayer Technologies, Inc., all  
4 pursuant to 15 U.S.C. §1116(d), shall be seized:

5 I. The seizure at the foregoing data centers and hosting providers shall take  
6 place no later than seven (7) days after the date of issue of this order. The seizure may continue  
7 from day to day, for a period not to exceed three (3) days, until all items have been seized. The  
8 seizure shall be made by the United States Marshals Service. The United States Marshals Service  
9 in the judicial districts where the foregoing data centers and hosting providers are located are  
10 directed to coordinate with each other and with Microsoft and its attorneys in order to carry out  
11 this Order such that disablement and seizure of the servers is effected simultaneously, to ensure  
12 that Defendants are unable to operate the botnet during the pendency of this case. In order to  
13 facilitate such coordination, the United States Marshals in the relevant jurisdictions are set forth,  
14 as follows:

- 15
- 16 a. Northern District of Illinois  
U.S. Marshal: Darryl K. McPherson  
219 S. Dearborn Street, Room 2444  
17 Chicago, IL 60604  
(312) 353-5290
- 18
- 19 b. District of Colorado  
U.S. Marshal: John Kammerzell  
U.S. Courthouse  
20 901 19th St., 3rd Floor  
Denver, Co 80294  
21 (303) 335-3400
- 22
- 23 c. Middle District of Pennsylvania  
U.S. Marshal: Martin J. Pane (Acting)  
Federal Building  
24 Washington Avenue & Linden Street, Room 231  
Scranton, PA 18501  
25 (570) 346-7277
- 26
- 27 d. Western District of Missouri  
U.S. Marshal: C. Mauri Sheer  
U.S. Courthouse  
28 400 E. 9th St., Room 3740  
Kansas City, MO 64106  
(816) 512-2000

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- e. Eastern District of Virginia  
U.S. Marshal: John R. Hackman  
401 Courthouse Square  
Alexandria, VA 22314  
(703) 837-5500
- f. Northern District of Texas  
U.S. Marshal: Randy Paul Ely  
Federal Building  
1100 Commerce Street, Room 16F47  
Dallas, TX 75242  
(214) 767-0836
- g. Western District of Washington  
U.S. Marshal: Mark L. Ericks  
700 Stewart Street, Suite 9000  
Seattle, WA 98101-1271  
(206) 370-8600
- h. Southern District of Ohio  
U.S. Marshal: Cathy Jones  
U.S. Courthouse  
85 Marconi Boulevard, Room 460  
Columbus, OH 43215  
(614) 469-5540

2. The United States Marshals and their deputies shall be accompanied by Microsoft's attorneys and forensic experts at the foregoing described seizure, to assist with identifying, inventorying, taking possession of and isolating Defendants' computer resources, command and control software and other software components that are seized. The United States Marshals shall seize Defendants' computers, servers, electronic data storage devices or media associated with Defendants' IP addresses at the hosting companies set forth in Paragraph F above, or a live image of Defendants' data and information on said computers, servers, electronic data storage devices or media, as reasonably determined by the U.S. Marshals Service, Microsoft's forensic experts and/or attorneys.

3. Stroz Friedberg, 1925 Century Park East, Suite 1350, Los Angeles, CA 90067, tel. (310) 623-3301, will act as substitute custodian of any and all properties seized pursuant to this Order and shall hold harmless the United States Marshals Service, arising from any acts, incidents, or occurrences in connection with the seizure and possession of the defendants' property, including any third-party claims, and the United States Marshal shall be

1 discharged of his or her duties and responsibilities for safekeeping of the seized materials.

2 4. The United States Marshals accomplishing such seizure are permitted to  
3 enter the premises of the data centers operated by ECommerce, Inc., FDCServers.net LLC,  
4 Wholesale Internet, Inc., Burstnet Technologies, Inc., and Softlayer Technologies, Inc., in order to  
5 serve copies of this Order, carry out the terms of this Order and to verify compliance with this  
6 Order. The United States Marshals shall employ whatever reasonable means are necessary to  
7 carry out the terms of this Order and to inspect the contents of any computers, servers, electronic  
8 data storage devices, media, room, closets, cabinets, vehicles, containers or desks or documents  
9 and to dismantle any equipment utilized by Defendants to carry out the activities prohibited by  
10 this Order.

11 G. Pursuant to the All Writs Act and to effect discovery of the true identities of the  
12 John Doe defendants, the data centers and hosting providers identified in Appendix A and the  
13 domain registries identified in Appendix B to this Order, shall:

14 1. disable Defendants' IP addresses set forth in Appendix A (including  
15 through any backup systems) so that they can no longer be accessed over the Internet, connected  
16 to, or communicated with in any way except as explicitly provided for in this order;

17 2. disable Defendants' domains set forth in Appendix B so that they can no  
18 longer be accessed over the Internet, connected to, or communicated with in any way except as  
19 explicitly provided for in this order by (1) locking the domains and removing such domains from  
20 the zone file and (2) taking all steps required to propagate the foregoing domain registry changes  
21 to domain name registrars;

22 3. transfer any content and software hosted on Defendants' IP addresses listed  
23 in Appendix A to new IP addresses not listed in Appendix A; notify Defendants and any other  
24 owners of such content or software of the new IP addresses, and direct them to contact  
25 Microsoft's Counsel, Gabriel M. Ramsey, Orrick Herrington & Sutcliffe, 1000 Marsh Road,  
26 Menlo Park, CA 90425-1015, (Tel: 650-614-7400), to facilitate any follow-on action;

27 4. preserve and produce to Microsoft documents and information sufficient to  
28 identify and contact Defendants and Defendants' representatives operating or controlling the IP



1 addresses set forth in Appendix A, including any and all individual or entity names, mailing  
2 addresses, e-mail addresses, facsimile numbers and telephone numbers or similar contact  
3 information, including but not limited to such contact information reflected in billing, usage and  
4 contact records;

5 5. provide reasonable assistance in implementing the terms of this Order and  
6 shall take no action to frustrate the implementation of this Order, including the provision of  
7 sufficient and reasonable access to offices, facilities, computer networks, computers and services.  
8 so that the United States Marshals Service, Microsoft, its attorneys and/or representatives may  
9 directly supervise and confirm the implementation of this Order against Defendants;

10 6. refrain from publishing or providing notice or warning of this Order to  
11 Defendants, their representatives or persons who are in active concert or participation with them,  
12 until this Order is fully executed, except as explicitly provided for in this Order.

13 H. Anyone interfering with the execution of this Order is subject to arrest by federal or  
14 state law enforcement officials.

15 **IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary  
16 Injunction hearing and service of the Complaint may be served by any means authorized by law,  
17 including (1) by personal delivery upon defendants who provided contact information in the U.S.;  
18 (2) personal delivery through the Hague Convention on Service Abroad upon defendants who  
19 provided contact information outside the U.S.; (3) by transmission by e-mail, facsimile and mail  
20 to the contact information provided by defendants to the data centers, Internet hosting providers  
21 and domain registrars who hosted the software code associated with the IP addresses set forth at  
22 Appendix A or through which domains in Appendix B are registered; and (4) by publishing notice  
23 to Defendants on a publicly available Internet website.

24 **IT IS FURTHER ORDERED**, pursuant to Federal Rule of Civil Procedure 65(b), 15  
25 U.S.C. §1116(d)(10) and 28 U.S.C. § 1651(a) (the All Writs Act) that the Defendants shall appear  
26 before this Court within 28 days from the date of this order, to show cause, if there is any, why  
27 this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against  
28 the Defendants, enjoining them from the conduct temporarily restrained by the preceding

1 provisions of this Order.

2 **IT IS FURTHER ORDERED** that Microsoft shall post bond in the amount of \$173,000  
3 as cash to be paid into the Court registry.


4 **IT IS FURTHER ORDERED** that Microsoft shall compensate the data centers, Internet  
5 hosting providers and/or domain registries identified in Appendices A and B at prevailing rates for  
6 technical assistance rendered in implementing the Order.

7 **IT IS FURTHER ORDERED** that this Order shall be implemented with the least degree  
8 of interference with the normal operation of the data centers and internet hosting providers and/or  
9 domain registries identified in Appendices A and B consistent with thorough and prompt  
10 implementation of this Order. *All actions undertaken under the authority of this  
Order shall be in strict compliance with 15 U.S.C. § 1116.*

11 **IT IS FURTHER ORDERED** that the Defendants shall file with the Court and serve on  
12 Microsoft's counsel any answering affidavits, pleadings, motions, expert reports or declarations  
13 and/or legal memoranda no later than four (4) days prior to the hearing on Microsoft's request for  
14 a preliminary injunction. Microsoft may file responsive or supplemental pleadings, materials,  
15 affidavits, or memoranda with the Court and serve the same on counsel for the Defendants no later  
16 than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service  
17 shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents  
18 shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Pacific  
19 Standard Time) on the appropriate dates listed in this paragraph.

20 **IT IS SO ORDERED**

21 Entered this 9<sup>th</sup> day of March, 2011.  
22 *at 9:00am.*

  
The Honorable James L. Robart  
United States District Judge

23  
24  
25  
26  
27  
28

# **EXHIBIT 11**

Original

Richard A. Jacobsen (RJ5136)  
ORRICK, HERRINGTON & SUTCLIFFE LLP  
51 West 52nd Street  
New York, New York 10019  
Telephone: (212) 506-5000  
Facsimile: (212) 506-5151

ORIGINAL DOCUMENT

Gabriel M. Ramsey  
*(pro hac vice application pending)*  
ORRICK, HERRINGTON & SUTCLIFFE LLP  
1000 Marsh Road  
Menlo Park, California 94025  
Telephone: (650) 614-7400  
Facsimile: (650) 614-7401

Attorneys for Plaintiffs  
MICROSOFT CORPORATION,  
FS-ISAC, INC. and NATIONAL AUTOMATED  
CLEARING HOUSE ASSOCIATION

**CV 12-1335**

U.S. DISTRICT COURT  
EASTERN DISTRICT  
OF NEW YORK  
KORNIAN  
2012 MAR 19 AM 8:56  
FILED  
CLERK

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

MICROSOFT CORP., FS-ISAC, INC., and  
NATIONAL AUTOMATED CLEARING HOUSE  
ASSOCIATION,

Case No. 12: CIV \_\_\_\_\_

Plaintiffs

**FILED UNDER SEAL**

v.

**MANN, M.J.**

JOHN DOES 1-39 D/B/A Slavik, Monstr, IOO,  
Nu11, nvidiag, zebra7753, lexa\_Mef, gss, iceIX,  
Harderman, Gribodemon, Aqua, aquaSecond, it,  
percent, cp01, hct, xman, Pepsi, miami, miamiibc,  
petr0vich, Mr. ICQ, Tank, tankist, Kusunagi,  
Noname, Lucky, Bashorg, Indep, Mask, Enx,  
Benny, Bentley, Denis Lubimov, MaDaGaSka,  
Vkontake, rfcid, parik, reronic, Daniel, bx1, Daniel  
Hamza, Danielbx1, jah, Jonni, jtk, Veggi Roma, D  
frank, duo, Admin2010, h4x0rdz, Donsft,  
mary.J555, susanneon, kainehave, virus\_e\_2003,  
spaishp, sere.bro, muddem, mechanlzm,  
vlad.dimitrov, jheto2002, sector.exploits AND  
JabberZeus Crew CONTROLLING COMPUTER  
BOTNETS THEREBY INJURING PLAINTIFFS,  
AND THEIR CUSTOMERS AND MEMBERS,

Defendants.

**PLAINTIFFS' EX PARTE APPLICATION FOR AN EMERGENCY  
TEMPORARY RESTRAINING ORDER, SEIZURE ORDER  
AND ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION**

Plaintiffs Microsoft Corporation ("Microsoft"), FS-ISAC, Inc., and the National Automated Clearing House Association ("NACHA"), pursuant to Federal Rule of Civil Procedure 65(b) and (c), the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the CAN-SPAM Act (15 U.S.C. § 7704), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. § 1125), the Racketeer Influenced And Corrupt Organizations Act (18 U.S.C. § 1962(c)), the common law, and the All Writs Act (28 U.S.C. § 1651), respectfully apply to this Court for an emergency *ex parte* temporary restraining order, seizure order and order to show cause why a preliminary injunction should not issue.

As discussed in Plaintiffs' brief in support of this Application, Plaintiffs request an order disabling a number of Internet Domains and Internet Protocol (IP) addresses and seizing the command and control servers and software by which Defendants control a harmful computer "botnet." Botnets are computer networks made up of tens of thousands and sometimes millions of end-user computers infected with malicious software that puts them under the control of individuals and organizations who use them for illegal activities, including stealing end-users financial information and other personal information, sending spam email, and infringing companies' trademarks. The requested relief is necessary to halt the growth of the botnet that is causing irreparable injury to Plaintiffs, Plaintiffs' customers and members, and the public. As discussed in Plaintiffs' brief in support of this Application, *ex parte* relief is essential because if Defendants are given prior notice they will be able to destroy, move, conceal, or otherwise make inaccessible the facilities through which Defendants direct the harmful Zeus Botnets.

Plaintiffs' Application is based on this Plaintiffs' Brief In Support of this Application; the Declarations of Mark Debenham, Pamela Moore, William B. Nelson, Jesse D. Kornblum, William Johnson, and Jacob M. Heath in support of Plaintiffs' Application and the exhibits attached thereto; the pleadings on file in this action; and such argument and evidence as may be

presented at the hearing on this Application. Plaintiffs respectfully request that this Court grant the Application, such that it is hereby:

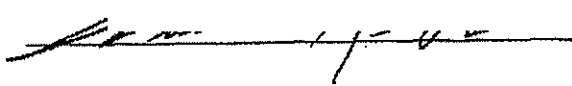
1. ORDERED, that the above-named Defendants show cause before this Court, at room 636, United States District Court House, Cadman Plaza East, Kings County, in the State of New York, USA, March 29, 2012, at 10:00 o'clock A.m., or as soon thereafter as counsel may be heard, why an Order should not be issued pursuant to Rule 65 of the Federal Rules of Civil Procedure granting Plaintiffs the relief sought in the Application; and it is further

2. ORDERED, that sufficient reason has been shown, pending the hearing of the Application by Plaintiffs, pursuant to Rule 65 of the Federal Rules of Civil Procedure and that the relief included under Plaintiffs' Proposed Order attached hereto be adopted.

**SO ORDERED.**

Signed this 17<sup>th</sup> day of March, 2012.

s/WFK



UNITED STATES DISTRICT COURT JUDGE

## **EXHIBIT 12**

FILED  
CHARLOTTE, NC

MAY 29 2013

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

US District Court  
Western District of NC

MICROSOFT CORPORATION,  
Plaintiff,

v.  
JOHN DOES 1-82, CONTROLLING A  
COMPUTER BOTNET THEREBY  
INJURING MICROSOFT AND ITS  
CUSTOMERS,  
Defendants.

FILED UNDER SEAL

Civil Action No. 3:13cv319

**EX PARTE TEMPORARY RESTRAINING  
ORDER AND  
ORDER TO SHOW CAUSE RE  
PRELIMINARY INJUNCTION**

Plaintiff Microsoft Corp. ("Microsoft" or "Plaintiff") has filed a Complaint for injunctive and other relief pursuant to, the Computer Fraud and Abuse Act (18 U.S.C. § 1030); the CAN-SPAM Act (15 U.S.C. § 7704); the Electronic Communications Privacy Act (18 U.S.C. § 2701); Trademark Infringement, False Designation of Origin, and Trademark Dilution under the Lanham Act (15 U.S.C. §§ 1114 *et seq.*); the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); North Carolina General Statute § 14-458 (Computer Trespass); and the common law of conversion, unjust enrichment and nuisance. Plaintiff has also moved *ex parte* for an emergency temporary restraining order and seizure order pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C § 1116(d) (the "Lanham Act") and 28 U.S.C. § 1651(a) (the "All Writs Act"), and an order to show cause why a preliminary injunction should not be granted.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Plaintiff's Application for an Emergency Temporary Restraining Order, Seizure Order,



and Order to Show Cause for Preliminary Injunction (“TRO Application”), the Court hereby makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants under the Computer Fraud and Abuse Act (18 U.S.C. § 1030); the CAN-SPAM Act (15 U.S.C. § 7704); the Electronic Communications Privacy Act (18 U.S.C. § 2701); Trademark Infringement, False Designation of Origin, and Trademark Dilution under the Lanham Act (15 U.S.C. §§ 1114 *et seq.*); the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); North Carolina General Statute § 14-458 (Computer Trespass); and the common law of conversion, unjust enrichment and nuisance.

2. Microsoft owns the registered trademarks “Microsoft,” “Windows,” and “Internet Explorer,” used in connection with its services, software, and products. Trademarks of third parties and other members of the public are also impacted by Defendants’ activities.

3. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030); the CAN-SPAM Act (15 U.S.C. § 7704); the Electronic Communications Privacy Act (18 U.S.C. § 2701); Trademark Infringement, False Designation of Origin, and Trademark Dilution under the Lanham Act (15 U.S.C. §§ 1114 *et seq.*); the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); North Carolina General Statute § 14-458 (Computer Trespass); and the common law of conversion, unjust enrichment and nuisance.

4. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from Defendants' ongoing violations of the Computer Fraud and Abuse Act (18 U.S.C. § 1030); the CAN-SPAM Act (15 U.S.C. § 7704); the Electronic Communications Privacy Act (18 U.S.C. § 2701); Trademark Infringement, False Designation of Origin, and Trademark Dilution under the Lanham Act (15 U.S.C. §§ 1114 *et seq.*); the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); North Carolina General Statutes § 14-458 (Computer Trespass); and the common law of conversion, unjust enrichment and nuisance. The evidence set forth in Plaintiff's TRO Application and the accompanying declarations and exhibits, demonstrates that Plaintiff is likely to prevail on its claim that Defendants have engaged in violations of the foregoing laws by:

- a. Developing, commercializing, and supporting a Citadel botnet development kit, with the purpose and effect of enabling other Defendants to create, deploy, and operate, Citadel botnets with the purpose of stealing identification and personal security information and money, intruding upon Microsoft's software and its customers' computers, and intruding upon the protected computers of third parties, including banks and other members of the public;
- b. Providing a stolen version of Windows XP and a stolen Windows XP product key with the sole purpose and effect of enabling other Defendants to create, deploy, and operate, criminal botnets with the purpose of stealing identification and personal security information and money, and intruding upon Microsoft's software and its

- customers' computers;
- c. Creating, deploying, and operating criminal botnets with the purpose and effect of stealing identification and personal security information and money through the misuse of Plaintiff's Windows operating system and Internet Explorer software;
  - d. Intentionally accessing and sending malicious software to Microsoft's licensed Windows operating system and Internet Explorer software, the protected computers of Microsoft's customers and also the protected computers of third parties, including banks and other members of the public, without authorization, in order to infect those computers and make them part of the Citadel botnet;
  - e. Sending malicious software to configure, deploy and operate a botnet;
  - f. Sending unsolicited spam e-mail to Microsoft's Hotmail accounts;
  - g. Sending unsolicited spam e-mails that falsely indicate that they are from or approved by Plaintiff or third-parties, including banks, NACHA or other companies or institutions, the purpose of which is to deceive computer users into taking steps that will result in the infection of their computers with botnet code and/or the disclosure of personal and financial account information;
  - h. Stealing personal and financial account information from users of Microsoft's Windows operating system and Internet Explorer software;
  - i. Using stolen information to steal money from the financial accounts of

those users using Microsoft's Windows operating system and Internet Explorer software; and

- j. Associating with one another in a common criminal enterprise engaged in these illegal acts.

5. There is good cause to believe that if such conduct continues, irreparable harm will occur to Plaintiff and the public, including Plaintiff's customers, financial institutions, NACHA and other members of the public.

6. There is good cause to believe that the Defendants are engaging, and will continue to engage, in such unlawful actions if not immediately restrained from doing so by Order of this Court. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of the botnet command and control software that is hosted at and otherwise operates through the Internet domains listed in Appendix A and the Internet Protocol (IP) addresses listed in Appendix B, and from the destruction or concealment of other discoverable evidence of Defendants' misconduct available at those locations if Defendants receive advance notice of this action.

7. There is good cause to believe that, based on the evidence cited in Plaintiff's TRO Application and accompanying declarations and exhibits, Plaintiff is likely to be able to prove that: (1) Defendants are engaged in activities that directly violate U.S. law and harm Plaintiff and the public, including Plaintiff's customers and third party financial institutions, NACHA and other members of the public; (2) Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests; (3) Defendants are likely to delete or relocate the botnet command and control software at issue in Plaintiff's TRO Application

and the harmful, malicious, and trademark infringing software disseminated through these IP addresses and domains and to warn their associates engaged in such activities if informed of Plaintiff's action.

8. There is good cause to believe that Plaintiff's request for this emergency *ex parte* relief is not the result of any lack of diligence on Plaintiff's part, but instead is based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b) and 15 U.S.C. § 1116(d), good cause and the interests of justice require that this Order be granted without prior notice to Defendants, and accordingly Plaintiff is relieved of the duty to provide Defendants with prior notice of Plaintiff's motion.

9. There is good cause to believe that Defendants have engaged in illegal activity using the data centers and/or Internet hosting providers identified in Appendix B to host the command and control software and the malicious botnet code and content used to maintain and operate the botnet at computers, servers, electronic data storage devices or media at the IP addresses identified in Appendix B.

10. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants' data and evidence at Defendants' IP addresses at the data centers and/or Internet hosting providers identified in Appendix B must be preserved and held in escrow pending further order of the court, Defendants' computing resources related to malicious domains hosted at such IP addresses must then be disconnected from the Internet, Defendants must be prohibited from accessing Defendants' computer resources related to such IP addresses and the data and evidence located on those computer resources must be secured and preserved. There is good cause to believe that Defendants must be ordered not to use all IP addresses known to have been associated with the botnets at issue in this case,

listed at Appendix B.

11. There is good cause to believe that to immediately halt the injury caused by Defendants, and to ensure that future prosecution of this case is not rendered fruitless by attempts to delete, hide, conceal, or otherwise render inaccessible the software components that distribute unlicensed copies of Plaintiff's registered trademarks and carry out other harmful conduct, with respect to Defendants' most current, active command and control IP addresses hosted at data centers operated by Linode LLC/Linode VPS Hosting and Network Operations Center, Inc./BurstNET Technologies, Inc., the Federal Bureau of Investigation and the United States Marshals Service in the judicial districts where the data centers are located should be directed to seize, impound and deliver into the custody of third-party escrow service Stroz Friedberg, 1925 Century Park East, Suite 1350, Los Angeles, CA 90067, all of Defendants' computers, servers, electronic data storage devices, software, data or media, or copies thereof, associated with the IP addresses at those facilities listed in Appendix B.

12. There is good cause to believe that the Citadel malicious software code infecting end-user computers poses a significant and present threat to those end-users as well as to third party financial institutions with which those end-users maintain their financial accounts, and that therefore, both the end-users and the financial institutions victimized by the Citadel malicious software would stand to benefit through the neutralization and removal of the Citadel malicious software from the end-users' computers.

13. There is good cause to believe that Citadel malicious software code infecting end-user computers keeps those computers from connecting to the websites of providers of anti-virus software and updating the anti-virus software on their computer, thereby

subjecting the computers to the threat of repeated malware infections, unless steps are taken to alter the behavior of the Citadel malicious software or remove it entirely.

14. There is good cause to believe that the Citadel malicious code infecting end-user computers will continue to monitor the Internet browsing activities of those computers unless steps are taken to alter its behavior or remove it entirely.

15. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in Appendix A to this order to host the command and control software and content used to maintain and operate the botnet. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and prospective domains set forth in Appendix A must be immediately redirected to the Microsoft-secured name-servers named NS5.microsoftinternetsafety.net and NS6.microsoftinternetsafety.net and thus made inaccessible to Defendants.

16. There is good cause to direct that third party Internet registries, data centers, and hosting providers with a presence in the United States to reasonably assist in the implementation of this Order and refrain from frustrating the implementation and purposes of this Order, pursuant to 28 U.S.C. § 1651(a) (the All Writs Act).

17. There is good cause to believe that if Defendants are provided advance notice of Plaintiffs' TRO Application or this Order, they would move the botnet infrastructure, allowing them to continue their misconduct and that they would destroy, move, hide, conceal, or otherwise make inaccessible to the Court evidence of their misconduct, the botnet's activity, the infringing materials, the instrumentalities used to make the infringing materials, and the records evidencing the manufacture and distributing of the infringing materials.

18. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, satisfy Fed. R. Civ. Pro. 4(f)(3), and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) transmission by e-mail, electronic messaging addresses, facsimile, and mail to the known email and messaging addresses of Defendants and to their contact information provided by Defendants to the domain registrars, registries, data centers and Internet hosting providers, who host the software code associated with the IP addresses in Appendix B, or through which domains in Appendix A are registered; (2) personal delivery upon Defendants who provided to the data centers and Internet hosting providers contact information in the U.S.; (3) personal delivery through the Hague Convention on Service Abroad or other treaties upon Defendants who provided contact information outside the United States; and (3) publishing notice to the Defendants on a publicly available Internet website. Further, given the high degree of harm to the public caused by Defendants' actions, there is good cause to permit Plaintiff to otherwise publicize its actions to neutralize the Citadel botnet by appropriate means following the unsealing of this Matter.

19. There is good cause to believe that the harm to Plaintiff of denying the relief requested in its TRO Application outweighs any harm to any legitimate interests of Defendants and that there is no undue burden to any third party.

**TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** as follows:



A. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from: (1) Intentionally accessing and sending malicious software to Plaintiff, its protected Windows operating system and Internet Explorer software, the protected computers of Plaintiff's customers and to the computers of third-party financial institutions and other members of the public, without authorization, in order to infect those computers and make them part of the botnet; (2) sending malicious software to configure, deploy and operate a botnet; (3) sending unsolicited spam e-mail to Microsoft's Hotmail accounts; (4) sending unsolicited spam e-mail that falsely indicate that they are from or approved by Plaintiff or third-parties, including financial institutions, NACHA and other companies and institutions; (5) creating false websites that falsely indicate that they are associated with or approved by Plaintiff or third-party financial institutions; or (6) stealing information, money or property from Plaintiff, Plaintiff's customers or third-party financial institutions and other members of the public, or undertaking any similar activity that inflicts harm on Plaintiff, or the public, including Plaintiff's customers, financial institutions and NACHA.

B. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from configuring, deploying, operating or otherwise participating in or facilitating the botnets described in the TRO Application, including but not limited to the command and control software hosted at and operating through the domains and IP addresses set forth herein and through any other component or element of the botnets in any location.

C. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from using Plaintiff's

trademarks "Microsoft," "Windows," "Internet Explorer," and the trademarks of third parties including "NACHA," the NACHA logo, trademarks of financial institutions and/or other trademarks; trade names; service marks; or Internet Domain addresses or names; or acting in any other manner which suggests in any way that Defendants' products or services come from or are somehow sponsored or affiliated with Plaintiff or other companies or institutions, and from otherwise unfairly competing with Plaintiff, misappropriating that which rightfully belongs to Plaintiff or Plaintiff's customers or third-parties, including financial institutions, NACHA or other members of the public, or passing off their goods or services as Plaintiff's or as those of third-parties, including financial institutions, NACHA or other members of the public.

D. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from infringing Plaintiffs' registered trademarks, Registration Nos. 2872708 ("Microsoft"), 2463510 ("Windows") 2277112 ("Internet Explorer") and others.

E. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from using in connection with Defendants' activities any false or deceptive designation, representation or description of Defendants' or of their representatives' activities, whether by symbols, words, designs or statements, which would damage or injure Plaintiff or give Defendants an unfair competitive advantage or result in deception of consumers.

**IT IS FURTHER ORDERED** that, with respect to any currently registered domains set forth in Appendix A, the domain registries located in the United States shall take the following actions:

A. Maintain unchanged the WHOIS or similar contact and identifying information as of the time of receipt of this Order and maintain the domains with the current registrar;

B. The domains shall remain active and continue to resolve in the manner set forth in this Order;

C. Prevent transfer or modification of the domains by Defendants or third parties at the registrar;

D. The domains shall be redirected to secure servers by changing the authoritative name servers to NS5.microsoftinternetsafety.net and NS6.microsoftinternetsafety.net and, as may be necessary, the IP address associated with name server or taking other reasonable steps to work with Microsoft to ensure the redirection of the domains and to ensure that Defendants cannot use them to control the botnet.

E. Take all steps required to propagate to the foregoing changes through the DNS, including domain registrars;

F. Preserve all evidence that may be used to identify the Defendants using the domains.

G. Refrain from providing any notice or warning to, or communicating in any way with Defendants or Defendants' representatives and refrain from publicizing this Order until this Order is executed in full, except as necessary to communicate with domain registrars and registries to execute this order.

H. With regard to the domain registries and registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions so as to neutralize the threat posed by the Citadel botnet to the citizens and financial institutions of all countries, including their own. Defendants, their representatives and

persons who are in active concert or participation with them are ordered to consent to whatever actions are necessary for non-United States registries, registrars and registrants or hosts to effectuate this request.

**IT IS FURTHER ORDERED** that, with respect to any domains set forth in Appendix A that are currently unregistered, the domain registries and registrants located in the United States shall take the following actions:

A. Transfer the domains to the control of Microsoft, such that Microsoft is the registrant with control over hosting and administration of the domains. Domains should be transferred to Microsoft's account at the sponsoring registrar MarkMonitor.

B. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following;

Domain Administrator  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052  
United States  
Phone: +1.4258828080  
Facsimile: +1.4259367329  
domains@microsoft.com

C. The domains shall be made active and shall resolve in the manner set forth in this order or as otherwise specified by Microsoft.

D. The domains shall be assigned the authoritative name servers NS5.microsoftinternetsafety.net and NS6.microsoftinternetsafety.net and, as may be necessary, the IP address associated with name servers or taking such other reasonable steps to work with Microsoft to ensure that the domains and subdomains are put within Microsoft's control, and to ensure that Defendants cannot use them to control the botnet.

E. Refrain from providing any notice or warning to, or communicating in any way

with Defendants or Defendants' representatives and refrain from publicizing this Order until this Order is executed in full, except as necessary to communicate with domain registrars or registries to execute this order.

I. With regard to the domain registries and registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions so as to neutralize the threat posed by the Citadel botnet to the citizens and financial institutions of all countries, including their own. Defendants, their representatives and persons who are in active concert or participation with them are ordered to consent to whatever actions are necessary for non-United States registries, registrars, registrants and hosts to effectuate this request.

**IT IS FURTHER ORDERED** that Defendants' materials bearing the infringing marks, the means of making the counterfeit marks, materials involved in making and using the counterfeit marks, and associated records in the possession of data centers operated by Linode LLC/Linode VPS Hosting and Network Operations Center, Inc./BurstNET Technologies, Inc., all pursuant to 15 U.S.C. §1116(d), shall be seized:

A. The seizure at the foregoing data centers and hosting providers shall take place on or about 9:30 a.m. Eastern Daylight Time on June 5, and no later than seven (7) days after the date of issue of this order. The seizure may continue from day to day, for a period not to exceed two (2) days, until all items have been seized. The seizure shall be made by the Federal Bureau of Investigation and/or the United States Marshals Service. The Federal Bureau of Investigation and/or the United States Marshals Service in the judicial districts where the foregoing data centers and hosting providers are located are directed to coordinate with each other and with Microsoft and its attorneys in order to carry out this Order such that disablement and/or seizure

of Defendants' materials on such servers is effected simultaneously, to ensure that Defendants are unable to operate the botnet during the pendency of this case. In order to facilitate such coordination, the United States Marshals offices in the relevant jurisdictions are set forth, as follows:

- a. District of New Jersey  
U.S. Marshal: Juan Mattos Jr.  
U.S. Courthouse  
50 Walnut Street  
Newark, NJ 07102  
(973) 645-2404
  
- b. Middle District of Pennsylvania  
U.S. Marshal: Martin J. Pane  
Federal Building  
Washington Avenue & Linden Street, Room 231  
Scranton, PA 18501  
(570) 346-7277

B. The Agents of the Federal Bureau of Investigation and/or the United States Marshals and their deputies shall be accompanied by Microsoft's attorneys and forensic experts at the foregoing described seizure, to assist with identifying, inventorying, taking possession of and isolating Defendants' computer resources, command and control software and other software components that are seized. The Agents of the Federal Bureau of Investigation and/or the United States Marshals shall, if necessary to isolate Defendants' malicious activity, seize Defendants' computers, servers, electronic data storage devices or media associated with Defendants' IP addresses at the hosting companies set forth above, or a live image of Defendants' data and information on said computers, servers, electronic data storage devices or media, as reasonably determined by the Agents of the Federal Bureau of Investigation, U.S. Marshals Service, and Microsoft's forensic experts and/or attorneys. Up

to four hours of Internet traffic to and from Defendants' servers associated with the IP addresses at the hosting companies set forth above shall be preserved, before disconnecting those computers from the Internet.

C. Stroz Friedberg, 1925 Century Park East, Suite 1350, Los Angeles, CA 90067, will act as substitute custodian of any and all data and properties seized and evidence preserved pursuant to this Order and shall hold harmless the Federal Bureau of Investigation and the United States Marshals Service, arising from any acts, incidents, or occurrences in connection with the seizure and possession of the Defendants' property, including any third-party claims, and the Federal Bureau of Investigation and the United States Marshals Service shall be discharged its duties and responsibilities for safekeeping of the seized materials.

D. The Federal Bureau of Investigation Agents and/or the United States Marshals accomplishing such seizure are permitted to enter the premises of the data centers operated by Linode LLC/Linode VPS Hosting and Network Operations Center, Inc./BurstNET Technologies, Inc. in order to serve copies of this Order, carry out the terms of this Order and to verify compliance with this Order. The Federal Bureau of Investigation Agents and/or the United States Marshals shall employ reasonable means necessary to carry out the terms of this Order and to inspect the contents of or connect to any computers, servers, electronic data storage devices, media, room, closets, cabinets, vehicles, containers or desks or documents and to dismantle any equipment utilized by Defendants to carry out the activities prohibited by this Order.

**IT IS FURTHER ORDERED** that, with respect to the IP addresses listed in Appendix B, the Internet hosting providers listed at Appendix B shall:

A. Not enable, and shall take all reasonable steps to prevent, any circumvention of

this order by Defendants or Defendants' representatives associated with the IP addresses or any other person;

B. Disable and deny to Defendants and Defendants' representatives, access to any and all "backup" systems, arrangements or services that might otherwise be used to support the Defendants domains or malicious activities on or through the IP addresses set forth in Appendix B or that might otherwise be used to circumvent this Order;

C. Log all attempts to connect to or communicate with the IP addresses set forth in Appendix B;

D. Preserve, retain and produce to Microsoft all documents and information sufficient to identify and contact Defendants and Defendants' representatives operating or controlling the IP addresses set forth in Appendix B, including any and all individual or entity names, mailing addresses, e-mail addresses, facsimile numbers and telephone numbers or similar contact information, including but not limited to such contact information reflected in billing, usage, access and contact records and all records, documents and logs associated with Defendants' or Defendants' Representatives' use of or access to the IP addresses.

E. Completely refrain from providing any notice or warning to, or communicating in any way with Defendants or Defendants' representatives and shall refrain from publicizing this Order until this Order is executed in full, except as explicitly provided for in this Order;

F. Transfer any content and software hosted on Defendants' IP addresses listed in Appendix B that are not associated with Defendants to new IP addresses not listed in Appendix B; notify any non-party owners of such content or software of the new IP addresses, and direct them to contact Microsoft's Counsel, Gabriel M. Ramsey, Orrick Herrington & Sutcliffe, 1000 Marsh Road, Menlo Park, CA 90425-1015, (Tel: 650-614-7400), to facilitate any follow-on



action;

G. Provide reasonable assistance in implementing the terms of this Order and take no action to frustrate the implementation of this Order, including the provision of sufficient and reasonable access to offices, facilities, computer networks, computers and services, so that the Federal Bureau of Investigation, United States Marshals Service, Microsoft, and Microsoft's attorneys and/or representatives may directly supervise and confirm the implementation of this Order against Defendants;

H. With respect to the complete list of IP addresses known to have been associated with the botnets at issue, listed at Appendix B, any web hosting company responsible for such IP addresses located in the United States shall reasonably assist Microsoft to confirm whether such IP addresses are supporting the botnets and, if so, take reasonable remedial steps to prevent such used by Defendants.

I. With regard to the domain registries and registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions so as to neutralize the threat posed by the Citadel botnet to the citizens and financial institutions of all countries, including their own. Defendants, their representatives and persons who are in active concert or participation with them are ordered to consent to whatever actions are necessary for non-United States registries, registrars, registrants and hosts to effectuate this request.

**IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) by transmission by e-mail, facsimile and mail to the contact information provided by Defendants to the data centers, Internet hosting providers, and domain registrars who hosted

the software code associated with the domains and IP addresses set forth at Appendices A and B; (2) by personal delivery upon Defendants who provided contact information in the U.S.; (3) by personal delivery through the Hague Convention on Service Abroad upon Defendants who provided contact information outside the U.S.; and (4) by publishing notice to Defendants on a publicly available Internet website.

**IT IS FURTHER ORDERED**, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on June 10<sup>th</sup>, 2013 at 10<sup>00 AM</sup> to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against the Defendants, enjoining them from the conduct temporarily restrained by the preceding provisions of this Order.

**IT IS FURTHER ORDERED** that Microsoft shall post bond in the amount of \$300,000 to be paid into the Court registry.

**IT IS FURTHER ORDERED** that, to fully neutralize the Citadel botnet malicious software that has taken control of Microsoft's property, including its Windows operating system and Internet Explorer browser, and associated files, to return control of that property to Microsoft, to end the irreparable harm to Microsoft and its customers, to abate the nuisance caused by Defendants' conduct, and to notify customers of acts they may take to permanently remove the Citadel malicious code from those computers, consistent with the terms of Microsoft's license to its Windows operating system, Microsoft shall be permitted to do the following:

1. Through Microsoft's control over the domains and IP addresses listed in Appendices A and B granted elsewhere in this Order, to cause all Citadel-infected end-user computers attempting to connect to any Citadel Command

and Control server to instead connect to one or more servers under the control of Microsoft (“the Microsoft Curative Servers”);

2. For a period of two weeks or more from the date of execution of this Order, to stage on the Microsoft Curative Server a first curative configuration file (the “First Curative Configuration File”) that is known to be requested by the Citadel botnet malicious software running on end-user computers, such that upon connecting to the Microsoft Curative Server, the Citadel botnet malicious software shall download, decrypt, and thereafter follow the instructions in the First Curative Configuration File;
3. To permit Microsoft to prepare the First Curative Configuration File such that it (a) stops the harmful acts of the Citadel botnet malicious software; (b) permits the infected computer to connect to antivirus websites from which assistance and tools may be obtained for removing the Citadel infection from the computer, and which are currently blocked by the Citadel botnet software; and (c) keeps the Citadel malicious software on the computer from communicating with any known Citadel Command and Control servers, and instead causes it to communicate with the Microsoft Curative Servers.
4. Beginning no sooner than two weeks from the date of execution of this Order, to permit Microsoft to stage on the Microsoft Curative Server a second curative configuration file (the “Second Curative File”) that is known to be requested by the Citadel malicious software;
5. To permit Microsoft to prepare the Second Curative Configuration File such that, when an end-user of an infected computer attempts to connect to any

website on the Internet other than an antivirus website, through Internet Explorer, Google Chrome, or Mozilla Firefox web browsers, a notice (the "Curative Notice"), will be displayed to the user through their browser, and that such notice shall be displayed in the user's browser for approximately twenty minutes, during which time the user will be able only to browse to the Microsoft Curative Servers or to an antivirus website;

6. To permit Microsoft, should it be necessary and prudent in Microsoft's estimation to promote further disinfection of computers currently infected with Citadel, to alternate staging of the First and Second Curative Configuration files on the Curative Servers such that the Curative Notice shall be displayed to the users of computers infected with Citadel botnet malicious software for up to one twenty minute period every five hours for one twenty-four hour period once per week, until such time as Microsoft deems it no longer necessary to prompt the owners of such infected end-user computers to take the steps necessary to cleanse them of the Citadel botnet infection.

**IT IS FURTHER ORDERED** that the Defendants shall file with the Court and serve on Microsoft's counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than two (2) days prior to the hearing on Microsoft's request for a preliminary injunction. Microsoft may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for the Defendants no later than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that

they shall be received by the other parties no later than 4:00 p.m. (Eastern Standard Time) on the appropriate dates listed in this paragraph.

**IT IS SO ORDERED**

Entered this 27<sup>th</sup> day of May, 2013. Graham C. Miller  
United States District Judge

# **EXHIBIT 13**

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

MICROSOFT CORPORATION, a  
Washington Corporation,  
Plaintiff

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CASE NO:

v.  
JOHN DOES 1-8 CONTROLLING A  
COMPUTER BOTNET THEREBY  
INJURING MICROSOFT AND ITS  
CUSTOMERS,  
Defendants.

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~~PROPOSED~~ **EX PARTE TEMPORARY RESTRAINING ORDER AND  
ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION**

Plaintiff Microsoft Corp. ("Microsoft") has filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act (18 U.S.C. § 1030); (2) the Electronic Communications Privacy Act (18 U.S.C. § 2701); (3) the Lanham Act (15 U.S.C. §§ 1114(a)(1), 1125(a), (c)); and (4) the common law of trespass, unjust enrichment and conversion. Microsoft has moved *ex parte* for an emergency temporary restraining order and an order to show cause why a preliminary injunction should not be granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a) (the Lanham Act), and 28 U.S.C. § 1651(a) (the All-Writs Act).

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Microsoft's Application for an Emergency Temporary Restraining Order, the Court hereby, makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants John Does 1 - 8 ("Defendants") under the

Computer Fraud and Abuse Act (18 U.S.C. § 1030), Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125) and the common law of trespass to chattels, unjust enrichment and conversion.

2. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125) and constitute trespass to chattels, unjust enrichment and conversion, and that Microsoft is, therefore, likely to prevail on the merits of this action;

3. Microsoft owns the registered trademarks “Bing,” “Internet Explorer,” “Microsoft,” and “Windows” used in connection with its services, software and products.

4. There is good cause to believe that, unless the Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants’ ongoing violations. The evidence set forth in Microsoft’s Brief in Support of Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction (“TRO Application”), and the accompanying declarations and exhibits, demonstrates that Microsoft is likely to prevail on its claim that Defendants have engaged in violations of the foregoing law by:

- a. intentionally accessing and sending malicious code to Microsoft’s and its customers’ protected computers and Windows operating systems, without authorization and exceeding authorization, in order to infect those computers and make them part of the computer botnet known as the “ZeroAccess” botnet (the “botnet”);
- b. sending malicious code to configure, deploy and operate a botnet;
- c. taking control of Internet search engine results, including results provided by Microsoft’s Bing search engine, and redirecting clicks on those results to locations different from those intended by Microsoft and its customers, without their authorization or consent;



- d. taking control of Microsoft's Internet Explorer browser and generating clicks through that browser without the authorization or consent of Microsoft or its customers;
- e. creating unauthorized versions and instances of Microsoft's Internet Explorer browser, thereby creating unauthorized copies of Microsoft's Internet Explorer trademark and falsely indicating that such versions and instances of Internet Explorer are associated with or approved by Microsoft, the purpose of which is to deceive customers;
- f. creating unauthorized versions and instances of Microsoft's Bing Search engine web page and functionality, thereby creating unauthorized copies of Microsoft's Bing trademark and falsely indicating that such versions and instances of the Bing search engine are associated with or approved by Microsoft, the purpose of which is to deceive customers;
- g. creating and redirecting Microsoft's customers to websites containing malicious software or unauthorized copies of Microsoft's trademarks, without the authorization or consent of Microsoft or its customers, and falsely indicating that such websites are associated with or approved by Microsoft, the purpose of which is to deceive customers;
- h. collecting personal information without authorization and content, including personal search engine queries and terms; and
- i. delivering malicious code.

5. There is good cause to believe that if such conduct continues, irreparable harm will occur to Microsoft, its customers, and the public. There is good cause to believe that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court;

6. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other

disposition or concealment by Defendants of botnet command and control software that is hosted at and otherwise operates through the Internet Protocol (IP) addresses and Internet domains listed in Appendix A to this Order from the destruction or concealment of other discoverable evidence of Defendants' misconduct available at those locations if Defendants receive advance notice of this action. Based on the evidence cited in Microsoft's TRO Application and accompanying declarations and exhibits, Microsoft is likely to be able to prove that:

- a. Defendants are engaged in activities that directly violate United States law and harms Microsoft, its customers and the public;
- b. Defendants have continued their unlawful conduct despite the clear injury to Microsoft, its customers, and the public;
- c. Defendants are likely to delete or relocate the harmful, malicious and trademark infringing botnet command and control software at issue in Microsoft's TRO Application, which is operating at and disseminated through the IP addresses and domains at issue, and to destroy information and evidence of their misconduct stored at the IP addresses and domains; and
- d. Defendants are likely to warn their associates engaged in such activities if informed of Microsoft's action.

7. Microsoft's request for this emergency *ex parte* relief is not the result of any lack of diligence on Microsoft's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b), 15 U.S.C. § 1116(a) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this Order be Granted without prior notice to Defendants, and accordingly, Microsoft is relieved of the duty to provide Defendants with prior notice of Microsoft's motion;

8. There is good cause to believe that Defendants have specifically directed their activities to computers of Microsoft's customers located in the Western District of Texas, have engaged in illegal activity using IP addresses identified in Appendix A to this Order that are

registered to command and control servers located at hosting companies in Germany, Latvia, the Netherlands, Switzerland and Luxembourg (set forth in Appendix A), and have engaged in illegal activity by using the domains identified in Appendix A, by directing malicious botnet code and content to said computers of Microsoft's customers. There is good cause to believe that Defendants have directed said malicious botnet code and content through certain instrumentalities – specifically the computer networks of the Internet Service Providers (ISPs) identified in Appendix B to this Order that Microsoft's customers use to access the Internet, and the hosting companies and domain registries identified in Appendix A to this Order.

9. There is good cause to believe that Defendants have engaged in illegal activity by using the networks of the ISPs identified in Appendix B and the hosting facilities and domain registration facilities of the companies in Appendix A, to deliver from the IP Addresses and domains identified in Appendix A, the malicious botnet code and content that Defendants use to maintain and operate the botnets to the computers of Microsoft's' customers.

10. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants must be prohibited from sending malicious botnet code and content from the IP Addresses identified in Appendix A to computers of Microsoft's customers. There is good cause to believe that to immediately halt the injury caused by Defendants, the ISPs identified in Appendix B and the hosting companies identified in Appendix A should take steps to block incoming and/or outgoing traffic on their respective networks that originates or has been sent from and/or to the IP Addresses identified in Appendix A such that said traffic will not reach victim end-user computers on the ISPs' respective networks and/or the computers at the IP Addresses in Appendix A.

11. There is good cause to believe that Defendants have engaged in illegal activity using the IP Addresses identified in Appendix A to host the command and control software and content used to maintain and operate the botnet. There is good cause to believe that in order to immediately halt the injury caused by Defendants and to ensure the future prosecution of this case it not rendered fruitless by attempts to delete, hide, conceal, or otherwise render

inaccessible the software components that create, distribute, and are involved in the creation, perpetuation, and maintenance of the botnet and prevent the creation and distribution of unauthorized copies of Microsoft's registered trademarks and carry out other harmful conduct, with respect to the Defendants' most current, active command and control servers hosted at the IP Addresses, the following actions should be taken. The ISPs identified in Appendix B and the hosting companies identified in Appendix A should block incoming and/or outgoing traffic on their respective networks that originates or has been sent from and/or to the IP Addresses identified in Appendix A, such that said traffic will not reach victim end-user computers on the ISPs' respective networks and/or the computers at the IP Addresses in Appendix A, and should take other reasonable steps to block such traffic to and/or from any other IP addresses to which Defendants may move the botnet infrastructure, identified by Microsoft and which the Court may order to be subject to this Order, to ensure that Defendants cannot use such infrastructure to control the botnet.

12. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in Appendix A to this order to host the command and control software and content used to maintain and operate the botnet. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and prospective domains set forth in Appendix A must be immediately redirected to the Microsoft-secured name-servers named NS1.microsoftinternetsafety.net and NS2.microsoftinternetsafety.net and thus made inaccessible to Defendants.

13. There is good cause to believe that to immediately halt the injury, the execution of this Order should be carried out in a coordinated manner by Microsoft and by the ISPs identified in Appendix B to this Order and the domain registries and hosting companies identified in Appendix A to this Order on or about 10:00 a.m. Central Standard Time on December 5, 2013, or such other date and time within eight days of this order as may be reasonably requested by Microsoft.

14. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, satisfy Fed. R. Civ. P. 4(f)(3) and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) by personal delivery upon Defendants who provided accurate contact information in the U.S., if any, (2) personal delivery through the Hague Convention on Service Abroad or similar treaties upon defendants who provided accurate contact information in foreign countries that are signatory to such treaties, if any, (3) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to their hosting companies and as agreed to by Defendants in their hosting agreements, (4) publishing notice on a publicly available Internet website and/or in newspapers in the communities where Defendants are believed to reside.

**TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** that, Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from (1) intentionally accessing and sending malicious software or code to Microsoft's and its customers protected computers and Windows operating systems, without authorization, in order to infect those computers and make them part of any botnet, (2) sending malicious code to configure, deploy and operate a botnet, (3) taking control of internet search engine results or browsers, including Microsoft's Bing search engine and Internet Explorer browser, (4) redirecting search engine results or browser activities or generating unauthorized "clicks," (5) collecting personal information including search terms and keywords, (6) configuring, deploying, operating or otherwise participating in or facilitating the botnet described in the TRO Application, including but not limited to the command and control software hosted at and operating through the IP addresses set forth herein and through any other component or element of the botnet in any location, (7) misappropriating that which rightfully belongs to Microsoft or

its customers or in which Microsoft has a proprietary interest or (8) undertaking similar activity that inflicts harm on Microsoft, its customers, or the public.

**IT IS FURTHER ORDERED** that, Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from (1) using and infringing Microsoft's trademarks, including specifically Microsoft's registered trademarks "Bing," "Internet Explorer," "Microsoft" or "Windows," bearing registration numbers 2872708, 2463526, 2277112 and 3883548, (2) creating unauthorized copies, versions and instances of Microsoft's Internet Explorer browser, Bing search engine, and trademarks or falsely indicating that Microsoft is associated with or approves the foregoing, (3) using in connection with Defendants' activities, products or services any false or deceptive designation, representation or description of Defendants' or of their activities, whether by symbols, words, designs or statements, which would damage or injure Microsoft or give Defendants an unfair competitive advantage or result in deception of consumers, or (4) acting in any other manner which suggests in any way that Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Microsoft, or passing off Defendants' activities, products or services as Microsoft's.

**IT IS FURTHER ORDERED** that, with respect to any the IP Addresses set forth in Appendix A to this Order, the ISPs identified in Appendix B to this Order shall take reasonable best efforts to implement the following actions:

A. Without the need to create logs or other documentation, identify incoming and/or outgoing Internet traffic on their respective networks that originates and/or is being sent from and/or to the IP Addresses identified in Appendix A that is directed to and/or from computers that connect to the Internet through the ISPs' respective networks;

B. Block incoming and/or outgoing Internet traffic on their respective networks that originate and/or are being sent from and/or to the IP Addresses identified in Appendix A that is directed to and/or from computers that connect to the Internet through the ISPs' respective networks;

C. Take other reasonable steps to block such traffic to and/or from any other IP addresses to which Defendants may move the botnet infrastructure, identified by Microsoft and which the Court may order to be subject to this Order, to ensure that Defendants cannot use such infrastructure to control the botnet.

D. Refrain from providing any notice or warning to, or communicating in any way with Defendants or Defendants' representatives and refrain from publicizing this Order until this Order is executed in full, except as necessary to communicate with hosting companies or other ISPs to execute this order;

E. Take all reasonable steps necessary to block the IP Addresses in Appendix A, as set forth above, so to prevent Defendants or Defendants' representatives or any other person, from accessing the IP Addresses, except as explicitly provided for in this Order;

F. Not enable, and shall take all reasonable steps to prevent, any circumvention of this order by Defendants, Defendants' representatives or any other person;

G. Provide reasonable assistance in implementing the terms of this Order and take no action to frustrate the implementation of this Order;

**IT IS FURTHER ORDERED** that, with respect to the IP Addresses in Appendix A, the non-U.S. hosting companies set forth at Appendix A are respectfully requested, but not ordered, to comply with the following steps, in order to protect the integrity and security of the Internet, to protect the hosting companies' own systems, to protect end-user victims of the botnet in all countries, to advance the public interest and to protect Microsoft and its customers from the botnet:

A. Take all reasonable steps necessary to completely block all access to and all traffic to and from the IP Addresses set forth in Appendix A by Defendants, Defendants' representatives, resellers, and any other person or computer, except as explicitly provided for in this Order;

B. Completely disable the computers, servers, electronic data storage devices, software, data or media assigned to or otherwise associated with the IP Addresses set forth in

Appendix A and make them inaccessible from any other computer on the Internet, any internal network, or in any other manner, to Defendants, Defendants' representatives and all other persons, except as otherwise ordered herein;

C. Completely, and until further order of this Court, suspend all services associated with the IP Addresses set forth in Appendix A;

D. Not enable, and shall take all reasonable steps to prevent, any circumvention of this order by Defendants or Defendants' representatives associated with the IP Addresses or any other person;

E. Log all attempts to connect to or communicate with the IP Addresses set forth in Appendix A;

F. Preserve, retain and produce to Microsoft all documents and information sufficient to identify and contact Defendants and Defendants' representatives operating or controlling the IP Addresses set forth in Appendix A, including any and all individual or entity names, mailing addresses, e-mail addresses, facsimile numbers and telephone numbers or similar contact information, including but not limited to such contact information reflected in billing, usage, access and contact records and all records, documents and logs associated with Defendants' or Defendants' Representatives' use of or access to the IP Addresses.

G. Refrain from providing any notice or warning to, or communicating in any way with Defendants or Defendants' representatives and refrain from publicizing this Order until this Order is executed in full, except as explicitly provided for in this Order;

H. Transfer any content and software hosted at the IP Addresses listed in Appendix A that are not associated with Defendants, if any, to new IP Addresses not listed in Appendix A; notify any non-party owners of such action and the new IP addresses, and direct them to contact Microsoft's counsel, Gabriel M. Ramsey, Orrick Herrington & Sutcliffe, 1000 Marsh Road, Menlo Park, CA 90425-1015, [gramsey@orrick.com](mailto:gramsey@orrick.com), (Tel: 650-614-7400), to facilitate any follow-on action;



I. Provide reasonable assistance in implementing the terms of this Order and take no action to frustrate the implementation of this Order.

**IT IS FURTHER ORDERED** that, with respect to any currently registered domains set forth in Appendix A, the domain registries located in the United States shall take the following actions:

A. Maintain unchanged the WHOIS or similar contact and identifying information as of the time of receipt of this Order and maintain the domains with the current registrar;

B. The domains shall remain active and continue to resolve in the manner set forth in this Order;

C. Prevent transfer or modification of the domains by Defendants or third parties at the registrar;

D. The domains shall be redirected to secure servers by changing the authoritative name servers to NS1.microsoftinternetsafety.net and NS2.microsoftinternetsafety.net and, as may be necessary, the IP address associated with name server or taking other reasonable steps to work with Microsoft to ensure the redirection of the domains and to ensure that Defendants cannot use them to control the botnet.

E. Take all steps required to propagate to the foregoing changes through the DNS, including domain registrars;

F. Preserve all evidence that may be used to identify the Defendants using the domains.

G. Refrain from providing any notice or warning to, or communicating in any way with Defendants or Defendants' representatives and refrain from publicizing this Order until this Order is executed in full, except as necessary to communicate with domain registrars and registries to execute this order.

**IT IS FURTHER ORDERED** that, with respect to any domains set forth in Appendix A that are currently unregistered, the domain registries and registrars located in the United States shall take the following actions:

A. Transfer the domains to the control of Microsoft, such that Microsoft is the registrant with control over hosting and administration of the domains. Domains should be transferred to Microsoft's account at the sponsoring registrar MarkMonitor.

B. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following;

Domain Administrator  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052  
United States  
Phone: +1.4258828080  
Facsimile: +1.4259367329  
domains@microsoft.com

C. The domains shall be made active and shall resolve in the manner set forth in this order or as otherwise specified by Microsoft.

D. The domains shall be assigned the authoritative name servers NS1.microsoftinternetsafety.net and NS2.microsoftinternetsafety.net and, as may be necessary, the IP address associated with name servers or taking such other reasonable steps to work with Microsoft to ensure that the domains and subdomains are put within Microsoft's control, and to ensure that Defendants cannot use them to control the botnet.

E. Refrain from providing any notice or warning to, or communicating in any way with Defendants or Defendants' representatives and refrain from publicizing this Order until this Order is executed in full, except as necessary to communicate with domain registrars or registries to execute this order.

**IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) by personal delivery upon Defendants who provided accurate contact information in the U.S., if any; (2) personal delivery through the Hague Convention on Service Abroad or similar treaties upon defendants who provided accurate contact information in foreign countries that are signatory to such treaties, if any, (3) transmission by email, facsimile, mail and/or

personal delivery to the contact information provided by Defendants to their hosting companies and as agreed to by Defendants in their hosting agreements, (4) publishing notice on a publicly available Internet website and/or in newspapers in the communities where Defendants are believed to reside.

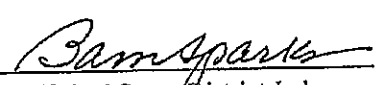
**IT IS FURTHER ORDERED**, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on December <sup>12<sup>th</sup></sup>, 2013 at <sup>9:30<sup>AM</sup></sup> to show B cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against the Defendants, enjoining them from the conduct temporarily restrained by the preceding provisions of this Order.

**IT IS FURTHER ORDERED** that Microsoft shall post bond in the amount of \$250,000 as cash to be paid into the Court registry.

**IT IS FURTHER ORDERED** that the Defendants shall file with the Court and serve on Microsoft's counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than two (2) days prior to the hearing on Microsoft's request for a preliminary injunction. Microsoft may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for the Defendants no later than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Central Standard Time) on the appropriate dates listed in this paragraph.

**IT IS SO ORDERED**

Entered this 25<sup>th</sup> day of November, 2013.

  
United States District Judge

**APPENDIX A**

<b>Defendant</b>	<b>IP Addresses Domains</b>	<b>Contact Information</b>
John Doe 1	<p><b><u>IP Addresses</u></b> 188.40.114.195 188.40.114.228</p> <p><b><u>Domains</u></b> qvhobsbzhzhzdhenvzbs.com mhbemyjwgydpdcujjuvrlf.com wuyigrpdappakoahb9.com jzlevndwetzyfryruytckzb.com glzhbnbxqtjoasaeyftwdmhjzd.com kttvkzpwufmrlditdojlgtyxb.com vgfsowmleomwconnxnnyfhl.com vmtsukcbbqmnndojqirbbij.com</p>	<p><b><u>IP Address-related information</u></b> Hetzner Online AG Datacenter 10 Stuttgarter Strasse 1 D-91710 Gunzenhausen Germany Phone: +49 9831 61 00 61 Fax: +49 9831 61 00 62 <a href="mailto:abuse@hetzner.de">abuse@hetzner.de</a></p> <p><b><u>Domain-related information</u></b> Verisign Naming Services 21345 Ridgeway Circle 4th Floor Dulles, Virginia 20166 United States</p> <p>Verisign Global Registry Services 12061 Bluemont Way Reston Virginia 20190 United States</p> <p><a href="mailto:15328566292361-b434c0@whoisprivacyservices.com.au">15328566292361-b434c0@whoisprivacyservices.com.au</a></p> <p><a href="mailto:privacy@dynamadot.com">privacy@dynamadot.com</a></p> <p><a href="mailto:b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net">b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net</a></p>
John Doe 2	<p><b><u>IP Addresses</u></b> 83.133.120.186 83.133.120.187 83.133.124.191</p>	<p><b><u>IP Address-related information</u></b> Greatnet New Media. Brentenstrasse 4a D-83734 Hausham Germany</p> <p>Greatnet New Media. Stromstrabe 11-5 10555 Berlin Germany Phone: +49 1805 47328638</p>

	<p><b><u>Domains</u></b>  gozapinmagbclxbwin.com  nbqkgysciuhadgpjfqvpu.com  cjelaglawfoydgyapv.com  jpeiukjdkqgreoikpgya.com  qhdsxosxtymhurwezsipzq.com  omakfdwkhrpqdxvapy.com  chvhncpqtffpcibtmetg.com  ezcfogjibqwnornezx.com  rwdtklvrqnfddqkyuugfklip.com  uinrpbfrinqqgtorjdpqg.com  xlotxdxtorwfmvuzfuvtspel.com  mkvrpknidkurcrftiqsfjqdxbn.com  waajenyndxxbjolsbesd.com  jgisypzilnrperlwcionbt.com  fwmavqvpbidhrxcxvcnx.com</p>	<p><a href="mailto:abuse@greatnet.de">abuse@greatnet.de</a></p> <p><b><u>Domain-related information</u></b>  Verisign Naming Services  21345 Ridgetop Circle  4th Floor  Dulles, Virginia 20166  United States</p> <p>Verisign Global Registry Services  12061 Bluemont Way  Reston Virginia 20190  United States</p> <p><a href="mailto:admin@overseedomainmanagement.com">admin@overseedomainmanagement.com</a></p> <p><a href="mailto:1af43616f137467387028c41f73e7f0a.protect@whoi.sguard.com">1af43616f137467387028c41f73e7f0a.protect@whoi.sguard.com</a></p> <p><a href="mailto:jgou.veia@gmail.com">jgou.veia@gmail.com</a></p> <p><a href="mailto:xlotxdxtorwfmvuzfuvtspel.com@domainsbyproxy.com">xlotxdxtorwfmvuzfuvtspel.com@domainsbyproxy.com</a></p> <p><a href="mailto:mkvrpknidkurcrftiqsfjqdxbn.com@domainsbyproxy.com">mkvrpknidkurcrftiqsfjqdxbn.com@domainsbyproxy.com</a></p> <p><a href="mailto:b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net">b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net</a></p> <p><a href="mailto:privacy@dynadot.com">privacy@dynadot.com</a></p>
John Doe 3	<p><b><u>IP Addresses</u></b>  195.3.145.108</p> <p><b><u>Domains</u></b>  dclixvfptrlcnindvrnyeic.com  evtrdtikvzwpvcvrxpr.com  atenrqqtrfrozqrbdzwlxzyuc.com  oqcllyhefbhhajjaxq.com</p>	<p><b><u>IP Address-related information</u></b>  RN Data SIA  Maskavas 322  LV-1063, Riga  Latvia  Phone: +371 20234062  <a href="mailto:admin@altnet.lv">admin@altnet.lv</a></p> <p><b><u>Domain-related information</u></b>  Verisign Naming Services  21345 Ridgetop Circle  4th Floor  Dulles, Virginia 20166</p>

		<p>United States</p> <p>Verisign Global Registry Services 12061 Bluemont Way Reston Virginia 20190 United States</p> <p><a href="mailto:bdd243a7cae540e08484e24e71552520.protect@whoisguard.com">bdd243a7cae540e08484e24e71552520.protect@whoisguard.com</a></p> <p><a href="mailto:b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net">b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net</a></p>
John Doe 4	<p><b><u>IP Addresses</u></b> 178.239.55.170</p> <p><b><u>Domains</u></b> jgvkfxhkhbbjoxggsve.com litcyleyzrglkulaifkrx.com</p>	<p><b><u>IP Address-related information</u></b> Netrouting Ellada Projects BV Boyleweg 2 3208 KA Spijkenisse Netherlands Phone: +31880454600 Fax: +31880454601 <a href="mailto:abuse@netrouting.com">abuse@netrouting.com</a></p> <p><b><u>Domain-related information</u></b> Verisign Naming Services 21345 Ridgetop Circle 4th Floor Dulles, Virginia 20166 United States</p> <p>Verisign Global Registry Services 12061 Bluemont Way Reston Virginia 20190 United States</p> <p><a href="mailto:privacy@dynadot.com">privacy@dynadot.com</a></p>
John Doe 5	<p><b><u>IP Addresses</u></b> 217.23.3.225 217.23.3.242 217.23.9.247</p>	<p><b><u>IP Address-related information</u></b> WorldStream Industriestraat 24 2671CT Naaldwijk Netherlands Phone: +31174712117 Fax: +31174512310 <a href="mailto:abuse@worldstream.nl">abuse@worldstream.nl</a></p>

	<p><b><u>Domains</u></b>  hzhtjmeeeczogxodmqyz.com  fnyxzjeqxdpeocarhjdmyjk.com  sqdfmslznztfozshidmigsbhl.com  vdlhxlmqhfafeovqolwrbaskrh.com  nmfvaofnginwoenidecxnps.com  euuqddlxgrnxlrjjbhytukpz.com  vzsjfnjwchfqrvyldhxa.com  vjlvchretllifsgynuj.com  dxgplrlsljdjhqzqajkcau.com  qbsiauhmoxfkrfgqey.com  ssarknpzvpkteqnaia.com  adhavzpbkyffaxqts.com</p>	<p><b><u>Domain-related information</u></b>  Verisign Naming Services  21345 Ridgetop Circle  4th Floor  Dulles, Virginia 20166  United States</p> <p>Verisign Global Registry Services  12061 Bluemont Way  Reston Virginia 20190  United States</p> <p><a href="mailto:16520144097161-049ee1@whoisprivacyservices.com.au">16520144097161-049ee1@whoisprivacyservices.com.au</a></p> <p><a href="mailto:433f8f3c35244b459c599e0b004701c4.protect@whoisguard.com">433f8f3c35244b459c599e0b004701c4.protect@whoisguard.com</a></p> <p><a href="mailto:vjlvcchretllifsgynuj.com@domainsbyproxy.com">vjlvcchretllifsgynuj.com@domainsbyproxy.com</a></p> <p><a href="mailto:jgou.veia@gmail.com">jgou.veia@gmail.com</a></p> <p><a href="mailto:7fe1e2f261e848abb774e42e6ffa1615.protect@whoisguard.com">7fe1e2f261e848abb774e42e6ffa1615.protect@whoisguard.com</a></p> <p><a href="mailto:b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net">b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net</a></p> <p><a href="mailto:a8bd2de2c86841008163bb70ec85185e.protect@whoisguard.com">a8bd2de2c86841008163bb70ec85185e.protect@whoisguard.com</a></p> <p><a href="mailto:privacy@dynadot.com">privacy@dynadot.com</a></p>
John Doe 6	<p><b><u>IP Addresses</u></b>  46.249.59.47  46.249.59.48</p>	<p><b><u>IP Address-related information</u></b>  Serverius Holding B.V.  De Linge 26  8253 PJ  Dronten  Netherlands  Phone: +31887378374 [+31(0)88-7378374]  <a href="mailto:abuse@serverius.nl">abuse@serverius.nl</a></p> <p>Maikel Uerlings</p>

	<p><b><u>Domains</u></b>  loanxohaktocrovagkaa.com  mxyawkwuwxduaidissclggy.com  erspiwscuqslhjflgbbgcfc.com  spujpldupiwbghiedhqeja.com  xttfdqrsvlkvintewgiqoltqi.com  jlcemszslsftvwszrysooca.com  eagdbqufytdxvzbavzriwzgw.com  spujpldupiwbghiedhqeja.com</p>	<p>Phone: +31 (0)88-9666600  <a href="mailto:cust597@serverius.com">cust597@serverius.com</a></p> <p><b><u>Domain-related information</u></b>  Verisign Naming Services  21345 Ridgetop Circle  4th Floor  Dulles, Virginia 20166  United States  Verisign Global Registry Services  12061 Bluemont Way  Reston Virginia 20190  United States</p> <p><a href="mailto:b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net">b894a578787a6d5767d4f3cad9e25b63-1429447@contact.gandi.net</a></p> <p><a href="mailto:privacy@dynadot.com">privacy@dynadot.com</a></p>
John Doe 7	<p><b><u>IP Addresses</u></b>  46.19.137.19  81.17.18.18  81.17.26.189</p>	<p><b><u>IP Address-related information</u></b>  Private Layer Inc.  Zürcherstrasse 161  SPB 101280  8010 Zurich  Switzerland</p> <p>SwissPost 9865  Zurchestrasse 161  8010 Zurich  Switzerland</p> <p>Phone: +41445087052  <a href="mailto:abuse@privatelayer.com">abuse@privatelayer.com</a></p> <p>Hossein Abili Nejad  hasen tape st.l , baku, az az2156 Azerbaijan  Phone: +99412052555  <a href="mailto:hamihost@gmail.com">hamihost@gmail.com</a></p>
John Doe 8	<p><b><u>IP Addresses</u></b>  94.242.195.162  94.242.195.163  94.242.195.164</p>	<p><b><u>IP Address-related information</u></b>  Root SA  3, op der Poukewiss  7795  Roost - Bissen  Luxembourg</p>



		Phone: +35220500 <a href="mailto:abuse@as5577.net">abuse@as5577.net</a>
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**APPENDIX B**

No.	Internet Service Provider	Contact Information
1.	Armstrong: Zoom Internet	Armstrong Group of Companies One Armstrong Place Butler, PA 16001 (724) 283-0925 abuse@zoominternet.net
2.	Beyond The Network America, Inc. / PCCW Global	450 Springpark Pl., Suite 100 Herndon, VA 20170 (703) 621-1637 abuse.ops@pccwglobal.com  Corporation Service Company 11 S 12th St PO Box 1463 Richmond, VA 23218
3.	Bluemile, Inc.	226 N. 5th St Suite 300 Columbus, OH 43215 Phone: (866) 384-7587 ipadmin@bluemilenetworks.com  David A Ferris PO Box 1237 Worthington, OH 43085
4.	BroadbandONE	3500 NW Boca Raton Blvd, #901 Boca Raton, FL 33431-5856 Tel: (561) 869 6100 abuse@host.net  Tobin & Reyes, P.A. 5355 Town Center Road Suite 204 Boca Raton, FL 33486
5.	Bright House Networks	5000 Campuswood Dr. Suite 1 East Syracuse, NY 13057 spamblock@security.rr.com abuse@rr.com  Sabin, Bermant & Gould LLP Four Times Square New York, NY 10036

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No.	Internet Service Provider	Contact Information
6.	Cable One	<p>Cable ONE                      1314 North Third Street, Third Floor                      Phoenix, AZ 85004                      legal@cableone.net                      abuse@cableone.net</p> <p>CT Corporation System                      2390 E. Camelback Rd.                      Phoenix, AZ 85016</p>
7.	Cablevision	<p>1111 Stewart Ave                      Bethpage, NY 11714                      Tel: (516) 803-2300                      abuse@cv.net</p> <p>Corporation Service Company                      2711 Centerville Rd. Ste 400                      Wilmington, DE 19808</p>
8.	Cavalier Telephone  Windstream Communications, Inc. (Parent)	<p>2134 West Laburnum Ave.                      Richmond, VA 23277                      Tel: 804-422-4100                      abuse@cavtel.net                      abuse@windstream.net</p> <p>Cavalier Telephone (DBA) for Talk America of                      Virginia, Inc.                      CT Corporation System                      4701 Cox Rd Ste 301                      Glen Allen, VA 23060</p>
9.	Century Link	<p>100 CenturyLink Dr.                      P.O. Box 4065                      Monroe, LA 71203                      (318) 388-9000                      abuse@centurylink.com</p> <p>CT Corporation System                      5615 Corporate Blvd. Ste 400B                      Baton Rouge, LA 70808-2536</p>

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No.	Internet Service Provider	Contact Information
10.	Charter Communications	12405 Powerscourt Dr. St. Louis, MO 63131 (888) 438-2427 abuse@charter.net Corporation Service Company 2711 Centerville Rd. Ste 400 Wilmington, DE 19808
11.	Cincinnati Bell Inc.	221 E. 4th St. Cincinnati, OH 45202 (513) 397-9900 abuse@cbts.cinbell.com  CSC-Lowyers Incorporating Servs. 50 W. Broad St. Ste 1800 Columbus, OH 43215-5910
12.	Cogent Communications	1015 31st Street, NW Washington, DC 20007 (202) 295-4200 abuse@cogentco.com  Corporation Service Company 1090 VERMONT AVE., N.W. Washington, DC 20005
13.	Comcast Cable Communications, Inc.	Comcast Center 1701 JFK Blvd. Philadelphia, PA 19103 abuse@comcast.net  C T Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101 Phone: 717-234-6

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No.	Internet Service Provider	Contact Information
14.	Cox Communications, Inc.	<p>6205 Peachtree Dunwoody Road  Atlanta, GA 30328  1400 Lake Hearn Drive  Atlanta, GA 30319  cei_cis_dns_admin@cox.com  abuse@cox.net</p> <p>Corporation Service Company  40 Technology Pkway South, #300  Norcross, GA 30092</p> <p>Corporation Service Company  2711 Centerville Rd. Ste 400  Wilmington, DE 19808</p>
15.	Earthlink	<p>1375 Peachtree Street  Atlanta, GA 30309  (404) 815-0700  fraud@abuse.earthlink.net</p> <p>Nat'l Registered Agents, Inc.  160 Creentree Dr. Ste 101  Dover, DE 19904</p>
16.	FairPoint Communications, Inc.	<p>FairPoint Communications  521 E. Morehead St.  Suite 500  Charlotte, NC 28202  (704) 344-8150  abuse@fairpoint.com</p> <p>The Corporation Trust Company  Corporation Trust Center  1209 Orange St.  Wilmington, DE 19801</p>
17.	Frontier Communications	<p>3 High Ridge Park  Stamford, CT 06905  abuse@frontiernet.net  abuse-news@frontiernet.net  security@frontiernet.net</p> <p>Corporation Service Company  50 Weston Street</p>

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No.	Internet Service Provider	Contact Information
		Hartford, CT 06120-1537
18.	Global Crossing	Global Crossing, Ltd. S 50th St. Phoenix, AZ 85034 Phone: 800.414.5028 spam@gblox.net abuse@gblox.net
19.	Global Telecom & Technology (WBSConnect LLC)	<p>8484 Westpark Dr. Suite 720 McLean, VA 22102</p> <p>8400 E Crescent Pkwy, Suite 600 Greenwood Village, CO 80111 abuse@wbsconnect.com abuse@gt-t.net Phone: +1-866-927-3669 Phone: +1 866 767 2767</p> <p>Reese Broome PC (Global Telecom) 8133 Leesburg Pike 9th Floor Vienna, VA 22182</p> <p>Scott Charter (WBS Connect LLC) 8655 West Wesley Place Lakewood, CO 80227</p> <p>700 N Colorado Blvd Suite 307 Denver, CO 80206</p>
20.	Hughes Network Systems, LLC	<p>Huges Network Systems, LLC 11717 Exploration Ln Germantown, MD 20876 (301) 428-5500 abuse@hughes.net</p> <p>Corporation Service Company 2711 Centerville Rd. Ste 400 Wilmington, DE 19808</p>

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No.	Internet Service Provider	Contact Information
21.	Hurricane Electric, Inc.	<p>760 Mission Court Fremont, CA 94539 (510) 580-4100 abuse@he.net</p> <p>John Harvey 191 Calle Del Rancho Escondido, CA 92025</p>
22.	InfoRelay Online Systems, Inc.	<p>22900 Shaw Rd. #112-5 Sterling, VA 20166 Tel: 703-485-4600 abuse@inforelay.com</p> <p>Russell Weiss 13873 Park Center Rd., Suite 75 Herndon, VA 20171</p>
23.	Integra Telecom, Inc.	<p>1201 NE Lloyd, Suite 500 Portland, OR 97232 (503) 748-4511 abuse@integratelecom.com</p> <p>National Registered Agents, Inc 325 13th St NE Ste 501 Salem, OR 97301</p>
24.	Internap	<p>250 Williams Street Ste E-100 Atlanta, GA 30303 Phone: 404.302.9700 abuse@internap.com</p> <p>C T Corporation System 1201 Peachtree Street, NE Atlanta, GA 30361</p>
25.	Layer42 Networks (Layer42.net, Inc.)	<p>Steve Rubin 3080 Raymond St Santa Clara, CA 95054</p> <p>1555 Plymouth St Mountain View, CA 94043 abuse@layer42.net</p>

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No.	Internet Service Provider	Contact Information
		Steven E. Rubin 3080 Raymond Street Santa Clara, CA 95054
26.	Level 3 Communications	Level 3 Communications, Inc. 1025 Eldorado Boulevard Broomfield, Colorado 80021 (720) 888-1000 abuse@level3.com  Corporation Service Company 1560 Broadway Ste 2090 Denver, CO 80202
27.	Mediacom	Mediacom Communications Corp. 100 Crystal Run Rd. Middletown, NY 10941 (845) 695-2600 abuse@mediacomcc.com  The Corporation Trust Company Corporation Trust Center 1209 Orange St. Wilmington, DE 19801
28.	Midcontinent	Midcontinent Communications 3901 N. Louise Ave. Sioux Falls, SD 57107 (800) 888-1300 abuse@midco.net  W. Thomas Simmons 3901 N. Louise Ave. Sioux Fall, SD 57107
29.	nLayer Communications, Inc.	209 W Jackson Blvd Suite 700 Chicago IL 60606-6936 (312) 698-4800 abuse@nlayer.net  Joel Brosk 40 Skokie Blvd Northbrook, IL 60062



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No.	Internet Service Provider	Contact Information
30.	NTT Communications Global IP Network	<p>NTT America, Inc.            8005 South Chester Street            Suite 200            Centennial, CO 80112            security@ntt.com            abuse@ntt.com</p> <p>NTT America (NY)            Corporation Service Company            80 State Street            Albany, NY 12207-2543</p>
31.	Pacific Online	<p>350 Bay Street, #180            San Francisco, CA 94133            abuse@pon.net</p> <p>David Ira Thompson            1081 Jennings, Ave. #107            Santa Rosa, CA 95401</p>
32.	Qwest Communications Company LLC	<p>1801 California St.            Denver, CO 80202            Phone: +1-877-886-6515            abuse@qwest.net</p> <p>The Corporation Company            1675 Broadway Ste 1200            Denver, CO 80202</p>
33.	RCN Corporation	<p>196 Van Buren St.            President Plaza Bldg 1, Ste 300            Herdon, VA 20170            abuse@rcn.com</p> <p>CT Corporation System            4701 Cox Rd. Ste 301            Glen Allen, VA 23060</p>
34.	Sonic.net	<p>2260 Apollo Way            Santa Rosa, CA 95407            (415) 462-9616            abuse@sonic.net</p>

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No.	Internet Service Provider	Contact Information
		Dane Jasper 2260 Apollo Way Santa Rosa, CA 95407
35.	Sprint Nextel Corporation	12502 Sunrise Valley Drive Reston, VA 20196 abuse@sprint.net Phone: +1-800-232-6895  Corporation Service Company 200 SW 30th Street Topeka, KS 66611
36.	Suddenlink	12444 Powerscourt Drive Suite 140 St. Louis, MO 63131 abuse@suddenlink.net  Cebridge Acquisition, L.P. 120 South Central Avenue Clayton, MO 63105
37.	Time Warner Cable	Time Warner Cable, Inc. 60 Columbus Cir. Fl. 17 New York, NY 10023 (212) 364-8200 abuse@twcable.com abuse@rr.com  The Corporation Trust Company Corporation Trust Center 1209 Orange St. Wilmington, DE 19801  Time Warner Cable Inc. C T Corporation System 111 Eighth Avenue New York, NY 10011
38.	TowerStream	Tech II, 55 Hammarlund Way Middletown, RI 02842 abuse@towerstream.com  National Corporate Research, Ltd.

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No.	Internet Service Provider	Contact Information
		615 S. Dupont Hwy Dover, DE 19901
39.	TW Telecom	Corporate Headquarters 10475 Park Meadow Dr. Littleton, CO 80124 Tel: 303-566-1000 abuse@twtelecom.net  Tina Davis 10475 Park Meadows Dr Ste 400 Littleton, CO 80124
40.	Verizon	1095 Ave. of Americas New York, NY 10036 abuse@verizon.com domainlegalcontact@verizon.com  The Corporation Trust Company Corporation Trust Center 1209 Orange St. Wilmington, DE 19801
41.	Wave Broadband	Wave Broadband 401 Kirkland Parkplace, Suite 500 Kirkland, WA 98033 dwilson@wavebroadband.com jpenney@wavebroadband.com  James A. Penny 401 Kirkland Park Place Suite 410 Kirkland, WA 98033
42.	WildBlue	349 Inverness Drive South Englewood, CO 80112 abuse@wildblue.net  The Prentice-Hall Corporation System, Inc. 2711 Centerville Road, Ste 400 Wilmington, DE 19808

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No.	Internet Service Provider	Contact Information
43.	Windstream	4001 Rodney Parham Road, B1F3 Little Rock, AK 72212 abuse@windstream.net  The Corporation Company 124 West Capitol Avenue Suite 1900 Little Rock, AR 72201
44.	XO Communications, LLC	13865 Sunrise Valley Drive Herndon, VA 20171 (703) 547-2881 (866) 285-6208 abuse@xo.net  (XO Holdings and XO Communications, LLC) Corporation Service Company 11 S 12th St PO Box 1463 Richmond, VA 23218
45.	Zayo Group (abovenet)	1805 29 <sup>th</sup> Street Suite 2050 Boulder, CO 80301 (303) 381-4683 abuse@zayo.com  The Corporation Trust Company Corporation Trust Center 1209 Orange St. Wilmington, DE 1980

**EXHIBIT 14**

## Guidance for Preparing Domain Name Orders, Seizures & Takedowns

### *Abstract*

This "thought paper" offers guidance for anyone who prepares an order that seeks to seize or take down domain names. Its purpose is to help preparers of legal or regulatory actions understand what information top-level domain name (TLD) registration providers such as registries and registrars will need to respond promptly and effectively to a legal or regulatory order or action. The paper explains how information about a domain name is managed and by whom. In particular, it explains that a seizure typically affects three operational elements of the Internet name system – domain name registration services, the domain name system (DNS) and WHOIS services – and encourages preparers of legal or regulatory actions to consider each when they prepare documentation for a court action.

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## Purpose of this paper

Recent legal actions resulting in disrupting or dismantling major criminal networks (Rustock, Coreflood<sup>11</sup>, Kelihos<sup>12</sup>) have involved seizures of domain names, domain name system (DNS) name server reconfiguration, and transfers of domain name registrations as part of the take down actions. These activities have been taken to mitigate criminal activities and will likely continue to be elements of future anticrime efforts.

Generally, court-issued seizure warrants or restraining orders in the United States or similar governmental jurisdictions identify the required, immediate actions a party must take and accompany these with sufficient information for domain name registration providers such as registry operators or registrars to comply. Domain name registration providers can promptly obey complaints or legal or regulatory actions (or voluntarily cooperate with law enforcement agents and the private sector) when the instructions of the court or regulatory entity specify the immediate and long-term actions required as completely and unambiguously as possible.

Providing all of the information that registry operators or registrars need to comply with an order or request requires some familiarity with Internet protocols, technology and operations. Law enforcement agents, attorneys, officers of courts and others who are not familiar with the operation and interrelationship of domain name registration services, the domain name system (DNS), and WHOIS services can benefit from a reference list of questions and guidance for "answers" (information) that ideally would be made available when action is specified in a court order.

We offer a list of questions and encourage preparers to answer each when the legal or regulatory action seeks to seize or take down a domain name. For each question, a checklist or explanation of information that preparers should make available to registry operators or registrars is provided. Note that it may not necessarily be the case that all of the information identified in this list will be relevant for all types of seizure or take down actions.

The information discussed here is not exhaustive, nor are these questions prescriptive. However, the preparation and execution of actions or orders may be expedited if these details are considered during the preparation of a legal or regulatory action or during the onset of an incident involving the DNS, including domain name registrations.

The comments and recommendations made in here are based on experience with actions and orders that have been prepared and executed by U.S. courts. This is a lay document. Its authors and contributors are technical and operational staff, not attorneys (although persons with legal expertise were consulted in the preparation

of this document for publication]. We offer no legal advice here. Our purpose is to share "field experience" so that these can be taken into consideration for future actions and orders involving domain name seizures and take downs.

Domain name seizures are typically ordered in association with criminal acts. Preparers of orders should consider whether disputes concerning alleged abusive registrations of domain names (e.g., bad faith use, confusing similarity) may be handled through the Uniform Domain Name Dispute Resolution Policy and administrative procedure, found at [<sup>iv</sup>].



## What information should accompany a legal or regulatory order or action?

Domain name registration is a multi-step process. An organization or individual that wants to use a domain name first checks availability of the string of characters in a given Top Level Domain (TLD), and if available, must register the domain name. ICANN accredited registrars process registrations for ICANN generic TLDs (gTLD), Country-specific TLDs (ccTLDs) are not under obligation to use ICANN accredited registrars and may use any registration provider or they may provide registration services directly.

A fee for a term of use is commonly paid to register a domain. Upon completing a domain name registration, the domain name is made active in the TLD registry, a registration record is created, and the Domain Name System is configured to allow name to Internet address resolution for the domain and services such as email or web. Often, several business entities coordinate to perform these actions on behalf of the registering party (the registrant) and to manage all the information associated with a domain throughout that domain's life cycle. Nearly all of this information may be relevant or essential to a successful execution of a legal or regulatory order or action.

Domain name registration providers such as registries or registrars require certain information to enable them to satisfy a court order or investigate a legal or regulatory action. As you prepare one of these documents, consider the following high-level questions:

1) Who is making the legal or regulatory action or issuing a request?

Examples: a court of law, a law enforcement agent/agency, a registry, a registrar, an attorney, or an intervener (e.g., a trusted or contracted agent of a complainant who has assisted in the technical or operational investigation of criminal activity).

2) What changes are required to the registration of the domain name(s) listed in the legal or regulatory order or action?

Individuals or organizations register and pay an annual fee to use a domain name. The individual or organization then becomes the *registrant on record* of the domain. Parties that perform domain name registrations as a service ("registrars" or "registries") collect contact, billing and other information from the registrant. A legal or regulatory action should describe if this information is to be altered, and how.

A domain name registration also identifies the *status* of the domain. Status indicates the operational state of a domain name in a registry, i.e., whether or not the domain name is active or not. Status also serves as an access control, i.e., whether or not the registration of a domain name can be transferred, modified, or deleted. A legal or regulatory order or action should specify the status a registrar or registry should assign to the domain name(s) listed in the legal or regulatory order or action. [Note that status also preserves the state of information associated with a domain name in services such as data escrow and registration data information services such as WHOIS].

In cases where the registration of a domain name is to be transferred away from a party named in a legal or regulatory action to law enforcement or an agent operating on behalf of law enforcement, the legal or regulatory action should provide the "replacement" domain name registration data as described in ICANN's registrar accreditation agreement (RAA<sup>1</sup>).

- 3) Should the Domain Name System (DNS) continue to resolve the domain name(s) listed in the legal or regulatory action?

Provisions must be made in the DNS to make the name usable, i.e., to make it possible for Internet users to locate (determine the Internet address of) web, mail, or other services the registrant intends to host. The process of locating hosts using the DNS is called domain name resolution. The legal or regulatory action should indicate whether and how the DNS is to be configured, whether domain name(s) listed in the order or action are to resolve, and how.

- 4) What changes are required to the WHOIS information associated with the domain name(s) listed in the legal or regulatory action?

Certain information about a domain name registration - the registrant on record, point of contact information, domain status, sponsoring registrar, name server address - may be available via an Internet service called WHOIS. The legal or regulatory action should identify what information WHOIS services should provide in response to queries about domain name(s) identified in the legal or regulatory action.

### Checklist of information to submit with a legal or regulatory action

Preparers of legal or regulatory actions are encouraged to consider whether the questions presented below have been answered in an order or action. For each question, there is an accompanying checklist or explanatory text to help preparers. The table considers a single domain. When legal or regulatory orders identify multiple domains, preparers can expedite handling of the order by grouping the domain names by Top Level Domain type (e.g., COM, NET, BIZ, INFO...).

<p>Who is making the request?</p>	<p><input type="checkbox"/> Complainant (plaintiff)</p> <p><input type="checkbox"/> Respondent (defendant)</p> <p><input type="checkbox"/> Court of Record</p>
<p>Who are the primary points of contact?</p>	<p>Contact information for court officers, attorneys, technical/operational staff or agents, line or senior management of parties to the legal or regulatory action;</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Postal address</li> <li>• Telephone number(s)</li> <li>• Fax numbers(s)</li> <li>• Email address(es)</li> </ul> <p>These prove beneficial should issues be identified that require a technical or operational action, legal consultation or business decisions; in particular, call attention to any person designated as the coordinator, lead or responsible party to the action.</p> <p><i>Important:</i> Issuers of requests are encouraged to provide some form of official, verifiable contact information. Recipients of a court order may require a method to verify the legitimacy of the issuer of the request. The inability to validate a request, especially when the request comes from a foreign law enforcement agency, court, or other entity can delay action by the recipient.</p> <p><i>Indicate whether any contact information provided is to be kept confidential.</i></p>

<p>What kind of request is this?</p>	<p>The request should clearly indicate whether this is a court order or request for action. For example,</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Court order (attached) or regulatory action</li> <li><input type="checkbox"/> 3<sup>rd</sup> party request for action. Examples:             <ul style="list-style-type: none"> <li><input type="checkbox"/> Algorithmically generated domain name HOLD request</li> <li><input type="checkbox"/> Child abuse material</li> <li><input type="checkbox"/> Copyright infringing materials</li> <li><input type="checkbox"/> Malware Command &amp; Control host</li> <li><input type="checkbox"/> ...</li> </ul> </li> </ul> <p>Note: 3<sup>rd</sup> party requests should be accompanied by verifiable evidence supporting the third party request.</p>
<p>What is the expected response time?</p>	<p><input type="checkbox"/> Date and time by which the actions indicated in the legal or regulatory action must be executed.</p> <p>Document should make clear when the actions must be executed. This is particularly important when multiple parties must coordinate execution so that their actions are "simultaneous".</p>
<p>Is there a desire to obtain records related to the domain at the same time the domain is seized?</p>	<p><input type="checkbox"/> Records and documents sought</p> <p>The legal or regulatory action should list and describe all forms of records sought and indicate the span of time. Make clear whether or not the request is part of the action.</p> <p>Important: The issuer should always seek to direct requests to the party who is in possession of the information sought, especially when preparing sealed orders. For generic TLDs, registrars typically possess billing information and other customer (registrant) information that cannot be accessed using WHOIS services (e.g., information associated with privacy protection services).</p>

<p>How is the domain name registration record to be changed?</p> <p>Note: Identify all the changes ordered or requested.</p>	<p><input type="checkbox"/> change domain name registrant</p> <p>The party identified as the domain name registrant is to be changed to the party specified in the complaint. The "gaining" party may be responsible for future registration fees.</p> <p><input type="checkbox"/> Change domain name registration point of contact information as specified</p> <p>The point of contact information recorded in the domain name registration is to be changed to the contact information specified in the complaint. The legal or regulatory action should indicate how each point of contact (registrant, administrative contact, technical contact) is to be altered.</p> <p><input type="checkbox"/> Disable DNSSEC</p> <p>DNS information that has been cryptographically protected with a digital signature will be altered so that is no longer protected</p> <p><input type="checkbox"/> Replace existing DNSSEC keys with new key(s) supplied</p> <p>DNS information that has been cryptographically protected with a digital signature will be altered so that is now protected using the key(s) supplied by the requesting entity.</p>
<p>How is domain name status to be changed?</p>	<p><input type="checkbox"/> prevent transfer of domain name</p> <p><input type="checkbox"/> prevent updates to domain name registration</p> <p><input type="checkbox"/> Delete domain name</p> <p>Deleting a domain name "releases" the name into the pool of names available for registration by any party.</p>

<p>Is the domain name to be transferred to a different sponsoring registrar?</p>	<p><input type="checkbox"/> Transfer domain to new registrar specified</p> <p>If the legal or regulatory action wants the domain name transferred from the current sponsoring registrar to a registrar identified in the order or action, the requesting entity should supply the "losing" registrar and the "gaining" registrar for this action. A unique authorization code (Auth-Code) may be required for this action. This is obtained from the losing registrar and provided to the gaining registrar as proof of consent to transfer the domain name.</p>
<p>Is the party that provides name resolution service (DNS) to be changed?</p>	<p><input type="checkbox"/> Change authority for DNS</p> <p>Authority identifies the party that is responsible for managing and providing DNS for a domain name. A legal or regulatory action should identify parties that will assume authority for name resolution of domain names listed in the document.</p> <p>This is a change to the DNS configuration of the registry (TLD) zone file. Specifically, the DNS records that identify the authoritative name server(s) for the domain name, must be changed to point to IP address(es) under administrative control of the parties named in the legal or regulatory action (or request).</p> <p><input type="checkbox"/> Change DNS configuration of the domain</p> <p>This is a change to the DNS configuration of the zone file for the domain specified in the order or action. Requesting entities provide this information to registrars or 3<sup>rd</sup> party DNS providers. The requesting entity should provide current and desired values for all zone data (resource records, TTL values) that is to be changed.</p>

<p>Is name resolution service (DNS) to be suspended?</p>	<p><input type="checkbox"/> Suspend name resolution (DNS): "seize and take down"</p> <p>The legal or regulatory action should specify that domain name(s) should not resolve. In this case, the TLD registry operator will take action so that the DNS will return a non-existent domain response to any queries for any delegation in this domain.</p> <p>This action implies that the domain name is to be "locked"; i.e., that no party (e.g., registrar, registrant) can modify the status and cause the DNS to resume name resolution of the domain name).</p>
<p>Is redirection to a text of notice page required?</p>	<p><input type="checkbox"/> Redirect domain name to text of notice page: "seize and post notice"</p> <p>If the requesting entity intends to post a text of notice on a web page, the legal or regulatory action should provide the domain name(s) and IP address(es) for the name server that will perform name resolution for the domain names listed in the order or action. The legal or regulatory action should indicate the intended duration of time that redirection is to be performed.</p>

<p>Is redirection of Internet hosting required?</p>	<p><input type="checkbox"/> Redirect to host operator: "seize and operate"</p> <p>If the legal or regulatory action seeks to replace an Internet host<sup>1</sup> with one that is operated under the requesting entity's purview, provide the domain name(s) and IP address(es) for the name server that will perform name resolution for the domain names listed in the legal or regulatory action. In other situations, the requesting entity may seek to keep the name (and name resolution) operational. This can happen when a problematic service is operational on the same domain name that also serves non-problematic services. The legal or regulatory action should indicate the intended duration of time that redirection is to be performed.</p> <p><sup>1</sup> The requesting entity may operate a "command and control (C&amp;C)" for the purpose of monitoring or intercepting communications, substituting commands or responses or other actions to remotely disable or supervise software executing without authorization or consent on compromised computers. (Note that the requesting entity could operate any service it chooses. This will have no bearing on what information to provide to registries or registrars.</p>
<p>What should WHOIS for the domain name display?</p>	<p><input type="checkbox"/> WHOIS information display change</p> <p>The legal or regulatory action should specify the information that the registry or registrar should use in response to queries for domain name registration data via a WHOIS service (See Appendix A for an example WHOIS response).</p> <p><input type="checkbox"/> Reveal private/proxy registration</p> <p>Individuals or organizations that register domain names may pay a fee to a registrar or 3<sup>rd</sup> party to protect part or all of the information displayed via WHOIS services from display. A legal or regulatory action should indicate when it requires the disclosure of "privacy protected" registration information.</p>



## Additional Considerations

The nature and complexity of domain name seizures and takedown operations has evolved over time. Moreover, as criminals have demonstrated that they will adapt to technical measures to thwart crime, they are likely to adapt as they study legal measures. This section calls attention to some of the issues that past seizures and takedown actions have exposed.

Legal or regulatory actions are typically specific with respect to the immediate obligation; for example, they will enumerate domain names, IP addresses, and equipment that are to be seized. A legal or regulatory action can be less clear with regard to how long an action is to remain ongoing, or can impose a constraint on a registry that creates an obstacle to satisfying the instructions in the order. Certain legal or regulatory actions identify domain names that are hosted in countries outside the U.S., where the offense is not against the law.

Certain legal or regulatory actions create long-term administrative responsibilities for registries; for example, if a botnet algorithmically generates domain names, a registry may need to block registrations of these names as frequently as the algorithm generates to comply with an order. The number of domain names identified in these orders can accumulate to (tens of) thousands over a span of 1-2 years (100 algorithmically generated domains per day reaches 10,000 in 3 months' time). Legal or regulatory actions do not always indicate how long seizure or hold actions are to persist. Domain seizures (holds) also demand "zero error": should any party in the chain fail to identify or block even one domain name, a botnet that was successfully contained for months can be resurrected.

Algorithmically generated domain names may also conflict with already registered domains. Registries would typically seek to protect a legitimate registrant that has the misfortune of having registered a second level label that is identical to one algorithmically generated, but if the court order seizes the domain, registries could note the conflict but ultimately would obey the order. Moreover, domain generation algorithms used in criminal activities may (are likely to) adapt to defeat blocking techniques; for example, blocking registrations may not be practical if an algorithm were to generate tens of thousands of domains per day.

Sealed court orders pose operational challenges to TLD registry operators who rely on registrars to manage registrant contact information. The order prohibits the registry to communicate with the registrar of record but the registry cannot modify the contact information unless the registrar of record is engaged.

Legal or regulatory actions may order registries, registrars, Internet (web or mail) hosting companies, and ISPs to take specified steps at a specified date and time.

Such steps require considerable coordination and preparers of legal or regulatory actions should consider how "lead" as well as "execution" time may affect outcome.

Orders can create administrative responsibilities for registrars as well (for example, inter-registrar transfers of seized domain name registrations).

Orders generally do not consider fee waivers, nor do they typically consider the ongoing financial obligation of the "gaining" registrant to pay annual domain registration fees.

### Contact Us

Dave Piscitello, Senior Security Technologist at ICANN, prepared this thought paper, with the assistance of the ICANN Security Team. Information, Reviews and comments from Internet security, technical and operational community members were essential in preparing this initial paper, and the Security Team thanks all who contributed. We welcome additional comments. Please forward all comments by electronic mail to [dave.piscitello@icann.org](mailto:dave.piscitello@icann.org).

## Appendix A. Sample WHOIS response

This is a sample response to a WHOIS query. The data labels and display format varies across registries and registrars. Values for registration data elements in **BOLD** should be provided by the requesting entity.

```

Domain Name: ICANN.ORG
Registrar: ICANN
Registrar URL: http://www.icann.org
Domain Status: clientTransferProhibited
Domain Created: 2000-09-08
Domain Expires: 2001-09-08
Domain Updated: 2001-08-29
Registrant Name: Domain Administrator
Registrant Organization: ICANN
Registrant Street1: 4676 Admiralty Way #330
Registrant City: Marina del Rey
Registrant State/Province: California
Registrant Postal Code: 90292
Registrant Country: US
Registrant Phone: +1.4242171313
Registrant FAX: +1.4242171313
Registrant Email: domain-admin@icann.org
Admin Name: Domain Administrator
Admin Organization: ICANN
Admin Street1: 676 Admiralty Way #330
Admin City: Marina del Rey
Admin State/Province: California
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Admin Country: US
Admin Phone: +1.4242171313
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Tech Name: Domain Administrator
Tech Organization: ICANN

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**Tech Country:** US  
**Tech Phone:** +1.424.217.1313  
**Tech FAX:** +1.424.217.1313  
**Tech Email:** domain-admin@icann.org  
**Name Server:** NS.ICANN.ORG  
**Name Server:** A.IANA-SERVERS.NET  
**Name Server:** B.IANA-SERVERS.NET  
**Name Server:** C.IANA-SERVERS.NET  
**Name Server:** D.IANA-SERVERS.NET

## References

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- i Defeating Rustock in the Courts  
[http://www.microsoft.com/security/sir/story/default.aspx#Irustock\\_defeating](http://www.microsoft.com/security/sir/story/default.aspx#Irustock_defeating)
- ii "Coreflood" Temporary Restraining Order  
[http://www.fbi.gov/newhaven/press-releases/pdf/nh041311\\_5.pdf/at\\_download/file](http://www.fbi.gov/newhaven/press-releases/pdf/nh041311_5.pdf/at_download/file)
- iii "Kellshos" ex parte temporary restraining order  
<http://www.noticeofpleadings.com/images/FAC-EN.pdf>
- iv Uniform Dispute Resolution Policy and procedures  
<http://www.icann.org/en/dndr/udrp/policy.htm>
- v EPP Status Codes: What do they mean and why should I know?  
<http://www.icann.org/en/transfers/epp-status-codes-30jun11-en.pdf>
- vi ICANN Registrar Accreditation Agreement 21 May 2009  
<http://www.icann.org/en/registrars/ra-agreement-21may09-en.htm>

## **EXHIBIT 15**



makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants John Doe 1 and 2 (“Defendants”) under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)), and common law of trespass to chattels, unjust enrichment, conversion, intentional interference with contractual relationships, and unfair competition.

2. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)) and constitute common law of trespass to chattels, unjust enrichment, conversion, and tortious interference with prospective and actual business relations, and that Microsoft is, therefore, likely to prevail on the merits of this action;

3. Microsoft owns the registered trademarks “Microsoft,” “Windows Live,” “Office 365,” “Outlook,” “Hotmail” and “OneDrive” used in connection with its services, software and products.

4. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants’ ongoing violations. The evidence set forth in Microsoft’s Brief in Support of Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction (“TRO



Application”), and the accompanying declarations and exhibits, demonstrates that Microsoft is likely to prevail on its claim that Defendants have engaged in violations of the foregoing law by:

- a. intentionally accessing and sending malicious software, code, and instructions to the protected computers, operating systems, and computer networks of Microsoft and the customers of Microsoft, without authorization or exceeding authorization, in order to
  - i. infect those computers and computer networks with malicious code and thereby gain control over those computers and computer networks;
  - ii. attack and compromise the security of those computers and computer networks by conducting remote reconnaissance, stealing authentication credentials, monitoring the activities of users, and using other instrumentalities of theft;
  - iii. steal and exfiltrate information from those computers and computer networks;
- b. deploying computers and Internet domains to establish a command and control infrastructure by which means Defendants conduct illegal activities, including attacks on computers and networks, monitoring activities of users, and theft of information;
- c. corrupting Microsoft’s operating system and applications on victims’ computers and networks, thereby using them to monitor the activities of users and steal information from them;

5. There is good cause to believe that if such conduct continues, irreparable harm will occur to Microsoft, Microsoft’s customers, and the public. There is good cause to believe that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court;

6. There is good cause to believe that immediate and irreparable damage to this Court’s ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of command and control software that is hosted at and otherwise operates through the Internet domains listed in **Appendix A** to the Complaint and from the destruction or concealment of other discoverable evidence of Defendants’ misconduct

available via those domains, including on user computers infected by Defendants, if Defendants receive advance notice of this action. Based on the evidence cited in Microsoft's TRO Application and accompanying declarations and exhibits, Microsoft is likely to be able to prove that:

- a. Defendants are engaged in activities that directly violate United States law and harm Microsoft and the public, including Microsoft's customers;
- b. Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;
- c. Defendants are likely to delete or to relocate the command and control software at issue in Microsoft's TRO Application and the harmful and malicious software disseminated through the Internet domains listed in Appendix A, thereby permitting them to continue their illegal acts; and

7. Microsoft's request for this emergency ex parte relief is not the result of any lack of diligence on Microsoft's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b), 15 U.S.C. § 1116(a) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this Order be Granted without prior notice to Defendants, and accordingly, Microsoft is relieved of the duty to provide Defendants with prior notice of Microsoft's motion.

8. There is good cause to believe that Defendants have specifically directed their activities to computers of Microsoft's customers located in the District of Columbia, have engaged in illegal activity using the Internet domains identified in **Appendix A** to the Complaint by directing malicious code and content to said computers of Microsoft's customers to further perpetrate their illegal conduct victimizing Microsoft's customers. There is good cause to believe that Defendants have directed said malicious code and content through certain instrumentalities – specifically the domains and the domain registration facilities of the domain registries identified in **Appendix A**.

9. There is good cause to believe that Defendants have engaged in illegal activity by using the domain registration facilities of the domain registries identified in **Appendix A** to register the Internet domains identified in **Appendix A**, so as to deliver from those domains the malicious code, content, and commands that Defendants use to access Microsoft's services without authorization and to infect and compromise the computers of Microsoft's customers, and to receive the information stolen from those computers.

10. There is good cause to believe that Defendants have engaged in illegal activity by using deceptive and fake methods to steal computer users' login and/or account credentials and to use such credentials for illegal purposes.

11. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants must be prohibited from accessing Microsoft's services without authorization and prohibited from sending malicious code, content and commands from the Internet domains identified in **Appendix A** to the computers of Microsoft's customers.

12. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in **Appendix A** to host the command and control software and content used to infect and compromise the computers and networks of Microsoft's customers and to steal information from them. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and prospective domains set forth in **Appendix A** must be immediately redirected to the Microsoft-secured name-servers named NS149.microsoftinternetsafety.net and NS150.microsoftinternetsafety.net, thus making them inaccessible to Defendants for command and control purposes.

13. There is good cause to believe that to immediately halt the injury, the execution of this Order should be carried out in a coordinated manner by Microsoft and by the domain

registries identified in **Appendix A** on such date and time within ten days of this Order as may be reasonably requested by Microsoft.

14. There is good cause to believe that Defendants may change the Internet domains that they use to conduct illegal activities, and that Microsoft may identify and update the domains listed in **Appendix A** as may be reasonably necessary to account for additional Internet domains associated with Defendants just prior to the execution of this Order and within a reasonable time thereafter should Defendants attempt to evade and defy this Order.

15. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, and satisfy Fed. R. Civ. P. 4(f)(3) and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and hosting companies and as agreed to by Defendants in Defendants' domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

**TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants, are temporarily restrained

and enjoined from: (1) intentionally accessing and sending malicious software or code to Microsoft and the protected computers and operating systems of Microsoft and Microsoft's customers, without authorization, in order to infect those computers; (2) intentionally attacking and compromising computers or computer networks of Microsoft or Microsoft's customers, to monitor the activities of the owners or users of those computers or computer networks, and to steal information from those computers or networks; (3) configuring, deploying, operating, or otherwise participating in or facilitating a command and control infrastructure described in the TRO Application, including but not limited to the command and control software hosted at and operating through the Internet domains set forth in **Appendix A** and through any other component or element of the command and control infrastructure at any location; (4) stealing information from Microsoft's customers; (5) misappropriating that which rightfully belongs to Microsoft, its customers, or in which Microsoft or its customers have a proprietary interest; (6) downloading or offering to download additional malicious software onto the computers of Microsoft's customers; or (7) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, or the public.

**IT IS FURTHER ORDERED** that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants are temporarily restrained and enjoined from (1) using and infringing Microsoft's trademarks, including specifically Microsoft's registered trademark "Microsoft," bearing registration number 5449084, "Hotmail," bearing registration number 2165601, "Outlook," bearing registration number 4255129, "Windows Live," bearing registration number 3765517, "OneDrive," bearing registration number 4941897, "OneDrive," bearing registration number 4661770, "OneDrive," bearing registration number 4827884, "Office 365," bearing registration number 4380754, and/or other

trademarks, trade names, service marks, or Internet Domain addresses or names; (2) using in connection with Defendants' activities, products, or services any false or deceptive designation, representation or description of Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Microsoft or give Defendants an unfair competitive advantage or result in deception of consumers; or (3) acting in any other manner which suggests in any way that Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Microsoft, or passing off Defendants' activities, products or services as Microsoft's.

**IT IS FURTHER ORDERED** that, with respect to any currently registered Internet domains set forth in **Appendix A**, the domain registries shall take the following actions:

A. Within five (5) business days of receipt of this Order, shall unlock and change the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. To the extent the registrar of record does not assist in changing the registrar of record for the domain under its control, the domain registry for the domain, or its administrators, including backend registry operators or administrators, within five (5) business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. The purpose of this paragraph is to ensure that Microsoft has control over the hosting and administration of the domain in its registrar account at MarkMonitor or such other registrar specified by Microsoft. Microsoft shall provide to the domain registry or registrar of record any requested registrar information or account details necessary to effectuate the foregoing.

B. The domain shall be made active and shall resolve in the manner set forth in this order, or as otherwise specified by Microsoft, upon taking control of the domain;

C. The domain shall be redirected to secure servers by changing the authoritative name servers to NS151.microsoftinternetsafety.net and NS152.microsoftinternetsafety.net and, as may be necessary, the IP addresses associated with name servers or taking other reasonable steps to work with Microsoft to ensure the redirection of the domain and to ensure that Defendants cannot use it to make unauthorized access to computers, infect computers, compromise computers and computer networks, monitor the owners and users of computers and computer networks, steal information from them or engage in any other activities prohibited by the Injunction;

D. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following, or other information as may be specified by Microsoft:

Domain Administrator  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052  
United States  
Phone: +1.4258828080  
Facsimile: +1.4259367329  
domains@microsoft.com

E. Prevent transfer, modification or deletion of the domain by Defendants and prevent transfer or control of the domain to the account of any party other than Microsoft;

F. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrars.

**IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and/or hosting companies

and as agreed to by Defendants in the domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

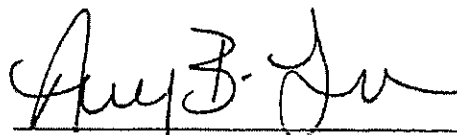
**IT IS FURTHER ORDERED**, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on April 3, 2019 at 10:00 AM to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against Defendants, enjoining Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

**IT IS FURTHER ORDERED** that Microsoft shall post bond in the amount of \$50,000 to be paid into the Court registry.

**IT IS FURTHER ORDERED** that Microsoft may identify and update the domains in **Appendix A** to the Complaint as may be reasonably necessary to account for additional Internet domains associated with Defendants' illegal conduct just prior to or within a reasonable time after the execution of this Order.

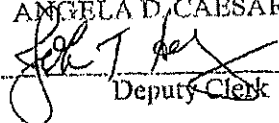
**IT IS FURTHER ORDERED** that Defendants shall file with the Court and serve on Microsoft's counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than one (1) day prior to the hearing on Microsoft's request for a preliminary injunction.

**IT IS SO ORDERED**  
Entered this 15<sup>th</sup> day of March, 2019  
11:18 a.m.



UNITED STATES District Court for the District of Columbia  
Bankruptcy Courts

**A TRUE COPY**  
ANGELA D. CAESAR, Clerk

By  Deputy Clerk



# APPENDIX A

APPENDIX A

.ORG DOMAINS

Registry

Public Interest Registry (PIR)  
 1775 Wiehle Avenue  
 Suite 200  
 Reston Virginia 20190  
 United States

yahoo-verification.org	Domain Administrator Yahoo! Inc. 109 First Sunnyvale CA 94988 BA Phone: +1.4038493301 Fax: +1.4038493302 domainadmin@yahoo-verification.org
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.COM, .NET, .NAME DOMAINS

Registry

VeriSign, Inc.  
 VeriSign Information Services, Inc.  
 12061 Bluemont Way  
 Reston Virginia 20190  
 United States

support-services.com	Registrant Name: hash crypt Registrant Organization: hashcrypt Registrant Street: nbcj hjf,m Registrant City: losangles Registrant State/Province: Alabama Registrant Postal Code: 35004 Registrant Country: US Registrant Phone: +1.09876543567 Registrant Email: hashcrypt@protonmail.com
verification-live.com	Registrant Name: Domain Administrator Registrant Organization: Microsoft Corporation Registrant Street: AS8068 MICROSOFT-CORP-MSN-AS-BLOCK - Microsoft Corporation, Registrant City: toranto Registrant State/Province: toranto Registrant Postal Code: 64043 Registrant Country: UM

	Registrant Phone: +1.6509234001 Registrant Fax: +1.6509234002 Registrant Email: test9179@porotonmail.com
com-mailbox.com	Registrant Name: Priview Service Registrant Organization: mish Registrant Street: No 885, Azar st Registrant City: Dubai Registrant State/Province: Dubai Registrant Postal Code: 98120 Registrant Country: AE Registrant Phone: +97.3218526 Registrant Fax: +97.3218526 Registrant Email: domain.seller2017@yandex.com
com-myaccuants.com	Registrant Name: Domain ID Shield Service Registrant Organization: Domain ID Shield Service CO., Limited Registrant Street: FLAT/RM A, 9/F SILVERCORP INTERNATIONAL TOWER, 707-713 NATHAN ROAD, MONGKOK, KOWLOON, HONG KONG Registrant City: Hong Kong Registrant State/Province: Hong Kong Registrant Postal Code: 999077 Registrant Country: CN Registrant Phone: +852.21581835 Registrant Fax: +852.30197491 Registrant Email: co5940551458104@domainidshield.com
notification-accountservice.com	Registrant Name: mosa alnarjani Registrant Organization: Registrant Street: baqdad, alqusair st , no 246 Registrant City: baqdad Registrant State/Province: baqdad Registrant Postal Code: 548996 Registrant Country: IQ Registrant Phone: +964.7730061463 Registrant Email: meisam.bayat.sector@gmail.com
accounts-web-mail.com	Registrant Name: Domain Administrator Registrant Organization: Yahoo! Inc. Registrant Street: 107 First Avenue Registrant City: Sunnyvale Registrant State/Province: CA Registrant Postal Code: 94989 Registrant Country: US Registrant Phone: +1.4038493300 Registrant Fax: +1.4038493301 Registrant Email: test9179@yahoo.com
customer-certificate.com	Registrant Name: Domain ID Shield Service Registrant Organization: Domain ID Shield Service CO., Limited Registrant Street: FLAT/RM A, 9/F SILVERCORP INTERNATIONAL TOWER, 707-713 NATHAN ROAD, MONGKOK, KOWLOON, HONG KONG Registrant City: Hong Kong

	Registrant State/Province: Hong Kong Registrant Postal Code: 999077 Registrant Country: HK Registrant Phone: +852.21581835 Registrant Fax: +852.30197491 Registrant Email: whoisprivacy@domainidshield.com
session-users-activities.com	Domain ID Shield Service Domain ID Shield Service CO., Limited FLAT/RM A, 9/F SILVERCORP INTERNATIONAL TOWER, 707-713 NATHAN ROAD, MONGKOK, KOWLOON, HONG KONG Hong Kong Hong Kong 999077 HK Phone: +852.21581835 Fax: +852.30197491 whoisprivacy@domainidshield.com
user-profile-credentials.com	Domain ID Shield Service Domain ID Shield Service CO., Limited FLAT/RM A, 9/F SILVERCORP INTERNATIONAL TOWER, 707-713 NATHAN ROAD, MONGKOK, KOWLOON, HONG KONG Hong Kong Hong Kong 999077 HK Phone: +852.21581835 Fax: +852.30197491 whoisprivacy@domainidshield.com
verify-linke.com	Registrant Name: sora bara Registrant Organization: narabara Registrant Street: ara Registrant City: mara Registrant State/Province: nara Registrant Postal Code: 7482957439 Registrant Country: BI Registrant Phone: +1.234124323 Registrant Fax: +1.2129876243 Registrant Email: test9179@protonmail.com
support-services.net	Registrant Name: Support Services Inc. Registrant Organization: Support Services Inc. Registrant Street: 1901 Amphitheatre Parkway Registrant City: Mountain View Registrant State/Province: 64043 Registrant Postal Code: 64043 Registrant Country: US Registrant Phone: +1.6509234001 Registrant Fax: +1.6509188572 Registrant Email: test9179@protonmail.com
verify-linkedin.net	Registrant Name: sora bara Registrant Organization: none

	Registrant Street: ara Registrant City: mara Registrant State/Province: nara Registrant Postal Code: 748295743 Registrant Country: BI Registrant Phone: +75.234124323 Registrant Fax: +86.12124321 Registrant Email: dnsadmin@verify-linkedin.com
yahoo-verification.net	Registrant Organization: Yahoo! Inc. Registrant Street: 107 First Avenue Registrant City: Sunnyvale Registrant State/Province: CA Registrant Postal Code: 94989 Registrant Country: BA Registrant Phone: +1.4038493300 Registrant Fax: +1.4038493301 Registrant Email: test9179@yahoo.com
yahoo-verify.net	Registrant Name: Domain Administrator Registrant Organization: Yahoo! Inc. Registrant Street: 701 First Avenue Registrant City: Sunnyvale Registrant State/Province: CA Registrant Postal Code: 98089 Registrant Country: BI Registrant Phone: +1.4083893300 Registrant Fax: +1.4083893301 Registrant Email: domainadmin@yahoo-verify.net
outlook-verify.net	Registrant Name: Domain Administrator Registrant Organization: Microsoft Corporation Registrant Street: One Microsoft Way, Redmond, WA, 98052, US Registrant City: Washington Registrant State/Province: canada Registrant Postal Code: 7482957439 Registrant Country: US Registrant Phone: +1.234124323 Registrant Phone Ext: Registrant Fax: +1.2129876243 Registrant Fax Ext: Registrant Email: supportiveemail@protonmail.com
com-users.net	Registrant Name: Domain ID Shield Service Registrant Organization: Domain ID Shield Service CO., Limited Registrant Street: FLAT/RM A, 9/F SILVERCORP INTERNATIONAL TOWER, 707-713 NATHAN ROAD, MONGKOK, KOWLOON, HONG KONG Registrant City: Hong Kong Registrant State/Province: Hong Kong Registrant Postal Code: 999077 Registrant Country: CN Registrant Phone: +852.21581835 Registrant Phone Ext:

	Registrant Fax: +852.30197491 Registrant Fax Ext: Registrant Email: co5806503530204@domainidshield.com
verify-account.net	Registrant Name: Domain ID Shield Service Registrant Organization: Domain ID Shield Service CO., Limited Registrant Street: FLAT/RM A, 9/F SILVERCORP INTERNATIONAL TOWER, 707-713 NATHAN ROAD, MONGKOK, KOWLOON, HONG KONG Registrant City: Hong Kong Registrant State/Province: Hong Kong Registrant Postal Code: 999077 Registrant Country: HK Registrant Phone: +852.21581835 Registrant Fax: +852.30197491 Registrant Email: whoisprivacy@domainidshield.com
telegram.net	Registrant Name: NS-CLOUD-BI.GOOGLEDOMAINS.COM Registrant Organization: Domains By Proxy, LLC Registrant Street: clientTransferProhibited <a href="https://icann.org/epp#clientTransfe">https://icann.org/epp#clientTransfe</a> Registrant City: Arizona Registrant State/Province: Arizona Registrant Postal Code: 0056 Registrant Country: US Registrant Phone: +1.4806242505 Registrant Fax: +1.4806242506 Registrant Email: verdonew@protonmail.com
account-verify.net	Registrant Name: Domain ID Shield Service Registrant Organization: Domain ID Shield Service CO., Limited Registrant Street: FLAT/RM A, 9/F SILVERCORP INTERNATIONAL TOWER, 707-713 NATHAN ROAD, MONGKOK, KOWLOON, HONG KONG Registrant City: Hong Kong Registrant State/Province: Hong Kong Registrant Postal Code: 999077 Registrant Country: HK Registrant Phone: +852.21581835 Registrant Fax: +852.30197491 Registrant Email: whoisprivacy@domainidshield.com
myaccount-services.net	Registrant Name: Domain ID Shield Service Registrant Organization: Domain ID Shield Service CO., Limited Registrant Street: FLAT/RM A, 9/F SILVERCORP INTERNATIONAL TOWER, 707-713 NATHAN ROAD, MONGKOK, KOWLOON, HONG KONG Registrant City: Hong Kong Registrant State/Province: Hong Kong Registrant Postal Code: 999077 Registrant Country: HK Registrant Phone: +852.21581835 Registrant Fax: +852.30197491 Registrant Email: whoisprivacy@domainidshield.com

com-identifier-servicelog.name	Registrant Name: Whois Agent Registrant Organization: Domain Protection Services, Inc. Registrant Street: PO Box 1769 Registrant City: Denver Registrant State/Province: CO Registrant Postal Code: 80201 Registrant Country: US Registrant Phone: +1.7208009072 Registrant Fax: +1.7209758725 Registrant Email: <a href="https://www.name.com/contact-domain-whois/com-identifier-servicelog.name">https://www.name.com/contact-domain-whois/com-identifier-servicelog.name</a> abuse@name.com
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**.BID DOMAINS**

**Registry**

c/o  
 Neustar, Inc.  
 21575 Ridgetop Circle  
 Sterling, VA 20166  
 United States

dot Bid Limited  
 2nd Floor, Leisure Island Business Centre  
 Ocean Village  
 GX11 1AA  
 Gibraltar

Global Registry Services Limited  
 327 Main Street,  
 Gibraltar GX11 1AA

microsoft-update.bid	Registrant Name: Chada Martini Registrant Organization: cavy Registrant Street: No 67, King st Registrant City: Tashkent Registrant State/Province: Tashkent Registrant Postal Code: 46543 Registrant Country: UZ Registrant Phone: +968.8007762430 Registrant Fax: +968.8007762430 Registrant Email: chada.martini@yandex.com
outlook-livecom.bid	Registrant Name: Chada Martini Registrant Organization: cavy Registrant Street: No 67, King st Registrant City: Tashkent Registrant State/Province: Tashkent Registrant Postal Code: 46543 Registrant Country: UZ

	Registrant Phone: +968.8007762430 Registrant Fax: +968.8007762430 Registrant Email: chada.martini@yandex.com
update-microsoft.bid	Registrant Name: Chada Martini Registrant Organization: cavy Registrant Street: No 67, King st Registrant City: Tashkent Registrant State/Province: Tashkent Registrant Postal Code: 46543 Registrant Country: UZ Registrant Phone: +968.8007762430 Registrant Fax: +968.8007762430 Registrant Email: chada.martini@yandex.com

**.CLOUD DOMAINS****Registry**

c/o

Neustar, Inc.

21575 Ridgetop Circle

Sterling, VA 20166

United States

ARUBA PEC S.p.A.

Via Sergio Ramelli 8

52100 Arezzo (AR)

Italy

documentsfilesharing.cloud	Registrant Name: Whois Agent Registrant Organization: Domain Protection Services, Inc. Registrant Street: PO Box 1769 Registrant City: Denver Registrant State/Province: CO Registrant Postal Code: 80201 Registrant Country: US Registrant Phone: +1.7208009072 Registrant Fax: +1.7209758725 documentsfilesharing.cloud@protecteddomainservices.com
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**.CLUB DOMAINS****Registry****.CLUB DOMAINS, LLC**

100 SE 3rd Ave. Suite 1310

Fort Lauderdale, FL 33394

United States

com-microsoftonline.club	Registrant Name: Chada Martini
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	Registrant Organization: cavy Registrant Street: No 67, King st Registrant City: Tashkent Registrant State/Province: Tashkent Registrant Postal Code: 46543 Registrant Country: UZ Registrant Phone: +968.8007762430 Registrant Fax: +968.8007762430 Registrant Email: chada.martini@yandex.com
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**.INFO, .MOBI, .PRO DOMAINS**

**Registry**

**Afilias, Inc.  
 300 Welsh Road  
 Building 3, Suite 105  
 Horsham, PA 19044  
 United States**

confirm-session-identifier.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
session-management.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: CN onlinenic-enduser@onlinenic.com
confirmation-service.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
document-share.info	Registrant Organization: Martini Registrant State/Province: Tashkent Registrant Country: UZ onlinenic-enduser@onlinenic.com
broadcast-news.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
customize-identity.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
webemail.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
com-identifier-servicelog.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong

	Registrant Country: HK onlinenic-enduser@onlinenic.com
customize-identity.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
documentsharing.info	Registrant Organization: will co Registrant State/Province: VA Registrant Country: AF onlinenic-enduser@onlinenic.com
notification-accountservice.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: CN onlinenic-enduser@onlinenic.com
identifier-activities.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: CN onlinenic-enduser@onlinenic.com
documentofficupdate.info	Registrant Organization: William Brown Registrant State/Province: VA Registrant Country: US onlinenic-enduser@onlinenic.com
recoveryusercustomer.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: CN onlinenic-enduser@onlinenic.com
serverbroadcast.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: CN onlinenic-enduser@onlinenic.com
account-profile-users.info	Registrant Organization: arsalan co. Registrant State/Province: Louisiana Registrant Country: US onlinenic-enduser@onlinenic.com
account-service-management.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
accounts-manager.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
activity-confirmation-service.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
com-accountidentifier.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com

com-privacy-help.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
com-sessionidentifier.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
com-useraccount.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
confirmation-users-service.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
confirm-identity.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
confirm-session-identification.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: CN onlinenic-enduser@onlinenic.com
continue-session-identifier.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: CN onlinenic-enduser@onlinenic.com
customer-recovery.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: CN onlinenic-enduser@onlinenic.com
customers-activities.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
elitemaildelivery.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
email-delivery.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: CN onlinenic-enduser@onlinenic.com
identify-user-session.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
message-serviceprovider.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong

	Registrant Country: HK onlinenic-enduser@onlinenic.com
notificationapp.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
notification-manager.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
recognized-activity.info	Registrant Organization: will co Registrant State/Province: VA Registrant Country: VA onlinenic-enduser@onlinenic.com
recover-customers-service.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
recovery-session-change.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
service-recovery-session.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
service-session-continue.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
session-mail-customers.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
session-managment.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
session-verify-user.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
shop-sellwear.info	Registrant Organization: maryam s32 Registrant State/Province: tersite Registrant Country: US onlinenic-enduser@onlinenic.com
supportmailservice.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com

terms-service-notification.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
user-activity-issues.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
useridentity-confirm.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
users-issue-services.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
verify-user-session.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
login-gov.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
notification-signal-agency.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
notifications-center.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
identifier-services-sessions.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
customers-manager.info	Registrant Organization: Home Registrant State/Province: TX Registrant Country: US onlinenic-enduser@onlinenic.com
session-manager.info	Registrant Organization: Home Registrant State/Province: TX Registrant Country: US onlinenic-enduser@onlinenic.com
customer-managers.info	Registrant Organization: Home Registrant State/Province: TX Registrant Country: US onlinenic-enduser@onlinenic.com
confirmation-recovery-options.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong

	Registrant Country: HK onlinenic-enduser@onlinenic.com
service-session-confirm.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
session-recovery-options.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
services-session-confirmation.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
notification-managers.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
activities-services-notification.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
activities-recovery-options.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
activity-session-recovery.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
customers-services.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
recovery-session-change.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
notification-manager.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
session-managment.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
sessions-notification.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com

download-teamspeak.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
services-issue-notification.info	Registrant Organization: Domain ID Shield Service CO., Limited Registrant State/Province: Hong Kong Registrant Country: HK onlinenic-enduser@onlinenic.com
microsoft-upgrade.mobi	Registrant Name: Chada Martini Registrant Organization: cavy Registrant Street: No 67, King st Registrant City: Tashkent Registrant State/Province: Tashkent Registrant Postal Code: 46543 Registrant Country: UZ Registrant Phone: +968.8007762430 Registrant Fax: +968.8007762430 Registrant Email: chada.martini@yandex.com
broadcastnews.pro	Registrant State/Province: UT Registrant Country: US abuse@name.com

**.NETWORK, .WORLD DOMAINS****Registry****Binky Moon, LLC****Donuts Inc.****5808 Lake Washington Blvd NE, Suite 300****Kirkland, WA 98033****United States**

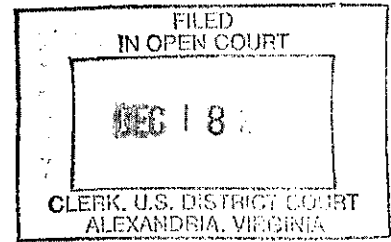
mobile-messengerplus.network	Registrant Name: Cave Detector Registrant Organization: Masqat Co Registrant Street: No 64, Lion St Registrant City: Masqat Registrant State/Province: Masqat Registrant Postal Code: 85641 Registrant Country: OM Registrant Phone: +968.8007762430 Registrant Fax: +968.8007762430 Registrant Email: cave.detector@yandex.com
sessions-identifier-memberemailid.network	Registrant Name: REDACTED FOR PRIVACY Registrant Organization: Domain Protection Services, Inc. Registrant Street: REDACTED FOR PRIVACY Registrant City: REDACTED FOR PRIVACY Registrant State/Province: CO Registrant Postal Code: REDACTED FOR PRIVACY Registrant Country: US Registrant Phone: REDACTED FOR PRIVACY

	<p>Registrant Phone Ext: REDACTED FOR PRIVACY Registrant Fax: REDACTED FOR PRIVACY Registrant Fax Ext: REDACTED FOR PRIVACY Registrant Email: Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.</p> <p>Registrar: Name.com, Inc. Registrar IANA ID: 625 Registrar Abuse Contact Email: abuse@name.com Registrar Abuse Contact Phone: +7.202492374</p>
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**EXHIBIT 16**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division



MICROSOFT CORPORATION, a  
Washington corporation,

Plaintiff,

v.

JOHN DOES 1-2 CONTROLLING A  
COMPUTER NETWORK  
THEREBY INJURING PLAINTIFF  
AND ITS CUSTOMERS,

Defendants.

Civil Action No:

**FILED UNDER SEAL PURSUANT  
TO LOCAL CIVIL RULE 5**

**EX PARTE TEMPORARY RESTRAINING ORDER AND  
ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION**

Plaintiff Microsoft Corporation ("Microsoft") has filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act (18 U.S.C. § 1030); (2) the Electronic Communications Privacy Act (18 U.S.C. § 2701); (3) the Lanham Act (15 U.S.C. §§ 1114(a)(1), 1125(a), (c)); (4) the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)); and (5) the common law of trespass to chattels, unjust enrichment, conversion and intentional interference with contractual relationships. Microsoft has moved *ex parte* for an emergency temporary restraining order and an order to show cause why a preliminary injunction should not be granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a) (the Lanham Act), and 28 U.S.C. § 1651(a) (the All-Writs Act).

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Microsoft's *Ex Parte* Application for an Emergency Temporary Restraining Order and Order to

Show Cause re Preliminary Injunction, the Court hereby makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants John Doe 1 and 2 (“Defendants”) under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)), and common law of trespass to chattels, unjust enrichment, conversion, and intentional interference with contractual relationships.

2. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)) and constitute common law of trespass to chattels, unjust enrichment, conversion, and intentional interference with contractual relationships, and that Microsoft is, therefore, likely to prevail on the merits of this action;

3. Microsoft owns the registered trademarks Microsoft, Windows, Hotmail, Outlook, and Office 365 and numerous other trademarks used in connection with its services, software and products. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants’ ongoing violations. The evidence set forth in Microsoft’s Brief in Support of *Ex Parte* Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction (“TRO Application”), and the accompanying declarations and exhibits, demonstrates

that Microsoft is likely to prevail on its claim that Defendants have engaged in violations of the foregoing law by:

- a. intentionally accessing and sending malicious software, code, and instructions to the protected computers, operating systems, and computer networks of Microsoft and the customers of Microsoft, without authorization or exceeding authorization, in order to
  - i. steal and exfiltrate information from those computers and computer networks;
  - ii. infect those computers and computer networks with malicious code and thereby gain control over those computers and computer networks;
  - iii. attack and compromise the security of those computers and computer networks by conducting remote reconnaissance, stealing authentication credentials, monitoring the activities of users, and using other instrumentalities of theft;
- b. deploying computers and Internet domains to establish a command and control infrastructure by which means Defendants conduct illegal activities, including attacks on computers and networks, monitoring activities of users, and theft of information;
- c. corrupting Microsoft's operating system and applications on victims' computers and networks, thereby using them to monitor the activities of users and steal information from them;

4. There is good cause to believe that if such conduct continues, irreparable harm will occur to Microsoft, Microsoft's customers, and the public. There is good cause to believe that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court.

5. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of command and control software that is hosted at and otherwise operates through the Internet domains listed in **Appendix A** to the Complaint and from the destruction or concealment of other discoverable evidence of Defendants' misconduct

available via those domains, including on user computers infected by Defendants, if Defendants receive advance notice of this action. Based on the evidence cited in Microsoft's TRO Application and accompanying declarations and exhibits, Microsoft is likely to be able to prove that:

- a. Defendants are engaged in activities that directly violate United States law and harm Microsoft and the public, including Microsoft's customers;
- b. Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;
- c. Defendants are likely to delete or to relocate the command and control software at issue in Microsoft's TRO Application and the harmful and malicious software disseminated through the Internet domains listed in **Appendix A** to the Complaint, thereby permitting them to continue their illegal acts; and
- d. Defendants are likely to warn their associates engaged in such activities if informed of Microsoft's action.

6. Microsoft's request for this emergency *ex parte* relief is not the result of any lack of diligence on Microsoft's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b), 15 U.S.C. § 1116(a) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this Order be Granted without prior notice to Defendants, and accordingly, Microsoft is relieved of the duty to provide Defendants with prior notice of Microsoft's motion.

7. There is good cause to believe that Defendants have specifically directed their activities to computers of Microsoft's customers located in Virginia and the Eastern District of Virginia, have engaged in illegal activity using the Internet domains identified in **Appendix A** to the Complaint by using those domains to deceive users of Microsoft's products and services and by directing malicious code and content to said computers of Microsoft's customers to further perpetrate their illegal conduct victimizing Microsoft's customers. There is good cause

to believe that Defendants have directed said malicious code and content through certain instrumentalities – specifically the domains and the domain registration facilities of the domain registries identified in **Appendix A** to the Complaint.

8. There is good cause to believe that Defendants have engaged in illegal activity by using the domain registration facilities of the domain registries identified in **Appendix A** to the Complaint to register the Internet domains identified in **Appendix A**, so as to deceive Microsoft's customers to steal credentials for their Microsoft accounts, and to deliver from those domains the malicious code, content, and commands that Defendants use to access Microsoft's services without authorization and to infect and compromise the computers of Microsoft's customers, and to receive the information stolen from those accounts and computers.

9. There is good cause to believe that Defendants have engaged in illegal activity by using deceptive and fraudulent methods to steal computer users' account credentials and to use such credentials for illegal purposes.

10. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants must be prohibited from accessing Microsoft's services without authorization and prohibited from sending malicious code, content and commands from the Internet domains identified in **Appendix A** to the Complaint to the computers of Microsoft's customers.

11. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in **Appendix A** to the Complaint to host the command and control software and content used to infect and compromise the computers and networks of Microsoft's customers and to steal information from them. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and

prospective domains set forth in **Appendix A** to the Complaint must be immediately redirected to the Microsoft-secured name-servers named NS151.microsoftinternetsafety.net and NS152.microsoftinternetsafety.net, thus making them inaccessible to Defendants for command and control purposes.

12. There is good cause to believe that to immediately halt the injury, the execution of this Order should be carried out in a coordinated manner by Microsoft and by the domain registries identified in **Appendix A** to the Complaint on such date and time within five (5) days of this Order as may be reasonably requested by Microsoft.

13. There is good cause to believe that Defendants may change the Internet domains that they use to conduct illegal activities, and that Microsoft may identify and update the domains listed in **Appendix A** to the Complaint as may be reasonably necessary to account for additional Internet domains associated with Defendants just prior to the execution of this Order and within a reasonable time thereafter should Defendants attempt to evade and defy this Order.

14. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, and satisfy Fed. R. Civ. P. 4(f)(3) and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and hosting companies and as agreed to by Defendants in Defendants' domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the

U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

**TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants, are temporarily restrained and enjoined from: (1) intentionally accessing and sending malicious software or code to Microsoft and the protected computers and operating systems of Microsoft and Microsoft's customers, without authorization, in order to infect those computers; (2) intentionally attacking and compromising computers or computer networks of Microsoft or Microsoft's customers, to monitor the activities of the owners or users of those computers or computer networks, and to steal information from those computers or networks; (3) configuring, deploying, operating, or otherwise participating in or facilitating a command and control infrastructure described in the TRO Application, including but not limited to the command and control software hosted at and operating through the Internet domains set forth in **Appendix A** to the Complaint and through any other component or element of the command and control infrastructure at any location; (4) stealing information from Microsoft's customers; (5) misappropriating that which rightfully belongs to Microsoft, its customers, or in which Microsoft or its customers have a proprietary interest; (6) downloading or offering to download additional malicious software onto the computers of Microsoft's customers; or (7) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, or the public.

**IT IS FURTHER ORDERED** that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants are temporarily restrained and



enjoined from (1) using and infringing Microsoft's trademarks, including specifically Microsoft's registered trademarks Microsoft, Windows, Hotmail, Outlook, and Office 365 and/or other trademarks, trade names, service marks, or Internet Domain addresses or names containing or infringing such trademarks, trade names or service marks; (2) using in connection with Defendants' activities, products, or services any false or deceptive designation, representation or description of Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Microsoft or give Defendants an unfair competitive advantage or result in deception of consumers; or (3) acting in any other manner which suggests in any way that Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Microsoft, or passing off Defendants' activities, products or services as Microsoft's.

**IT IS FURTHER ORDERED** that, with respect to any currently registered Internet domains set forth in **Appendix A** to this Order and the Complaint, the domain registries shall take the following actions:

A. Within five (5) business days of receipt of this Order, shall unlock and change the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. To the extent the registrar of record does not assist in changing the registrar of record for the domain under its control, the domain registry for the domain, or its administrators, including backend registry operators or administrators, within five (5) business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. The purpose of this paragraph is to ensure that Microsoft has control over the hosting and administration of the domain in its registrar account at MarkMonitor or such other registrar specified by Microsoft. Microsoft shall

provide to the domain registry or registrar of record any requested registrar information or account details necessary to effectuate the foregoing.

B. The domain shall be made active and shall resolve in the manner set forth in this order, or as otherwise specified by Microsoft, upon taking control of the domain;

C. The domain shall be redirected to secure servers by changing the authoritative name servers to NS096A.microsoftinternetsafety.net and NS096B.microsoftinternetsafety.net and, as may be necessary, the IP addresses associated with name servers or taking other reasonable steps to work with Microsoft to ensure the redirection of the domain and to ensure that Defendants cannot use it to make unauthorized access to computers, infect computers, compromise computers and computer networks, monitor the owners and users of computers and computer networks, steal information from them or engage in any other activities prohibited by the Injunction;

D. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following, or other information as may be specified by Microsoft:

Domain Administrator  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052  
United States  
Phone: +1.4258828080  
Facsimile: +1.4259367329  
domains@microsoft.com

E. Prevent transfer, modification or deletion of the domain by Defendants and prevent transfer or control of the domain to the account of any party other than Microsoft;

F. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrars.

**IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and/or hosting companies and as agreed to by Defendants in the domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

**IT IS FURTHER ORDERED**, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on Jan 3, 2022 at 10:00 Am to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against Defendants, enjoining Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

**IT IS FURTHER ORDERED** that Microsoft shall post bond in the amount of \$50,000 to be paid into the Court registry.

**IT IS FURTHER ORDERED** that Microsoft may identify and update the domains in **Appendix A** to this Order and the Complaint as may be reasonably necessary to account for additional Internet domains associated with Defendants' illegal conduct just prior to or within a reasonable time after the execution of this Order.

**IT IS FURTHER ORDERED** that Defendants shall file with the Court and serve on Microsoft's counsel any answering affidavits, pleadings, motions, expert reports or

declarations and/or legal memoranda no later than one (1) day prior to the hearing on Microsoft's request for a preliminary injunction.

**IT IS SO ORDERED**

Entered this 18<sup>th</sup> day of December, 2019

2:10 pm

1/3/19  
UNITED STATES DISTRICT JUDGE  
United States District Judge

# **EXHIBIT 1**

APPENDIX A

.ORG DOMAINS

Registry

Public Interest Registry (PIR)  
1775 Wiehle Avenue  
Suite 200  
Reston Virginia 20190  
United States

OFFICE356-US.ORG	Domain Name: OFFICE356-US.ORG Registry Domain ID: D402200000005189950-LROR Registrar WHOIS Server: whois.lapi.net Registrar URL: <a href="http://www.lapi.net">http://www.lapi.net</a> Updated Date: 2019-02-15T01:32:18Z Creation Date: 2018-02-14T08:17:06Z Registry Expiry Date: 2020-02-14T08:17:06Z Registrar Registration Expiration Date: Registrar: 1API GmbH Registrar IANA ID: 1387 Registrar Abuse Contact Email: <a href="mailto:abuse@lapi.net">abuse@lapi.net</a> Registrar Abuse Contact Phone: +49.68416984200 Reseller: Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a> Registrant Organization: MS Registrant State/Province: 1 Registrant Country: US Name Server: NS120.TRUEHOSTER.NET Name Server: NS121.TRUEHOSTER.NET DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form <a href="https://www.icann.org/wicf/">https://www.icann.org/wicf/</a> >>> Last update of WHOIS database: 2019-12-06T19:24:50Z <<<
SMTPER.ORG	Domain Name: SMTPER.ORG Registry Domain ID: D402200000011172427-LROR Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: <a href="http://www.publicdomainregistry.com">http://www.publicdomainregistry.com</a> Updated Date: 2019-10-14T03:49:24Z Creation Date: 2019-08-14T08:16:10Z Registry Expiry Date: 2020-08-14T08:16:10Z Registrar Registration Expiration Date: Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a> Registrar Abuse Contact Phone: +1.2013775952

	Reseller: Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a> Registrant Organization: GDPR Masked Registrant State/Province: GDPR Masked Registrant Country: US Name Server: NS31.CLOUDNS.NET Name Server: NS32.CLOUDNS.NET Name Server: NS33.CLOUDNS.NET Name Server: NS34.CLOUDNS.NET DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form <a href="https://www.icann.org/wicf/">https://www.icann.org/wicf/</a>
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**.BIZ DOMAINS**

**Registry**

NeuStar, Inc.  
21575 Ridgeway Circle  
Sterling, VA 20166

SEOULHOBI.BIZ	Domain Name: seoulhobi.biz Registry Domain ID: D3ADAE10C8D8E44B88339582227E F9FDE-NSR Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: publicdomainregistry.com Updated Date: 2019-03-12T15:05:00Z Creation Date: 2019-02-24T17:44:17Z Registry Expiry Date: 2020-02-24T17:44:17Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a> Registrar Abuse Contact Phone: +1.2013775952 Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a> Registrant Organization: N/A Registrant State/Province: Hikari Registrant Country: JP Registrant Email: Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name. DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form: <a href="https://www.icann.org/wicf/">https://www.icann.org/wicf/</a>
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.CASH DOMAINS

Registry

Binky Moon, LLC  
Donuts Inc.  
5808 Lake Washington Blvd NE, Suite 300  
Kirkland, WA 98033

READER.CASH	<p>Domain Name: reader.cash Registry Domain ID: 380312f8fcc340edbc1803c144d5b363-DONUTS Registrar WHOIS Server: whois.PublicDomainRegistry.com Registrar URL: <a href="http://www.PublicDomainRegistry.com">http://www.PublicDomainRegistry.com</a> Updated Date: 2019-11-18T08:51:21Z Creation Date: 2019-11-01T08:32:05Z Registry Expiry Date: 2020-11-01T08:32:05Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a> Registrar Abuse Contact Phone: +91.2230797500 Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a> Registry Registrant ID: REDACTED FOR PRIVACY Registrant Name: REDACTED FOR PRIVACY Registrant Organization: GDPR Masked Registrant Street: REDACTED FOR PRIVACY Registrant City: REDACTED FOR PRIVACY Registrant State/Province: GDPR Masked Registrant Postal Code: REDACTED FOR PRIVACY Registrant Country: US Registrant Phone: REDACTED FOR PRIVACY Registrant Phone Ext: REDACTED FOR PRIVACY Registrant Fax: REDACTED FOR PRIVACY Registrant Fax Ext: REDACTED FOR PRIVACY Registrant Email: Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name. DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form: <a href="https://www.icann.org/wicf/">https://www.icann.org/wicf/</a></p>
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.COM, .NET DOMAINS



Registry

VeriSign, Inc.

VeriSign Information Services, Inc.

12061 Bluemont Way

Reston Virginia 20190

United States

HOTRNALL.COM	Domain Name: hotrnall.com Registry Domain ID: 2346795666_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T17:31:18Z Creation Date: 2018-12-26T00:34:31Z Registrar Registration Expiration Date: 2019-12-26T00:34:31Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a> Registry Registrant ID: Not Available From Registry Registrant Name: Kurokawa Tomoko Registrant Organization: Personal Registrant Street: 5-3-6 Akasaka Registrant City: Minato-ku Registrant State/Province: Tokyo Registrant Postal Code: 106-8006 Registrant Country: JP Registrant Phone: +81.355713191 Registrant Phone Ext: Registrant Fax: +81.355712051 Registrant Fax Ext: Registrant Email: tang_guanghui@hotmail.com Registry Admin ID: Not Available From Registry Admin Name: Kurokawa Tomoko Admin Organization: Personal Admin Street: 5-3-6 Akasaka Admin City: Minato-ku Admin State/Province: Tokyo Admin Postal Code: 106-8006 Admin Country: JP Admin Phone: +81.355713191 Admin Phone Ext: Admin Fax: +81.355712051 Admin Fax Ext: Admin Email: tang_guanghui@hotmail.com Registry Tech ID: Not Available From Registry Tech Name: Kurokawa Tomoko Tech Organization: Personal
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Tech Street: 5-3-6 Akasaka  
Tech City: Minato-ku  
Tech State/Province: Tokyo  
Tech Postal Code: 106-8006  
Tech Country: JP  
Tech Phone: +81.355713191  
Tech Phone Ext:  
Tech Fax: +81.355712051  
Tech Fax Ext:  
Tech Email: tang\_guanghui@hotmail.com  
Name Server: ns4.value-domain.com  
Name Server: ns5.value-domain.com  
DNSSEC: unsigned  
URL of the ICANN WHOIS Data Problem Reporting  
System: <http://wdprs.internic.net/>  
>>> Last update of WHOIS database: 2019-08-  
30T17:31:18Z <<< Domain Name: hotnall.com  
Registry Domain ID: 2346795666\_DOMAIN\_COM-VRSN  
Registrar WHOIS Server: whois.discount-domain.com  
Registrar URL: <http://www.onamae.com>  
Updated Date: 2019-08-30T17:31:18Z  
Creation Date: 2018-12-26T00:34:31Z  
Registrar Registration Expiration Date: 2019-12-  
26T00:34:31Z  
Registrar: GMO INTERNET, INC.  
Registrar IANA ID: 49  
Registrar Abuse Contact Email: [abuse@gmo.jp](mailto:abuse@gmo.jp)  
Registrar Abuse Contact Phone: +81.337709199  
Domain Status: ok <https://icann.org/epp#ok>  
Registry Registrant ID: Not Available From Registry  
Registrant Name: Kurokawa Tomoko  
Registrant Organization: Personal  
Registrant Street: 5-3-6 Akasaka  
Registrant City: Minato-ku  
Registrant State/Province: Tokyo  
Registrant Postal Code: 106-8006  
Registrant Country: JP  
Registrant Phone: +81.355713191  
Registrant Phone Ext:  
Registrant Fax: +81.355712051  
Registrant Fax Ext:  
Registrant Email: [tang\\_guanghui@hotmail.com](mailto:tang_guanghui@hotmail.com)  
Registry Admin ID: Not Available From Registry  
Admin Name: Kurokawa Tomoko  
Admin Organization: Personal  
Admin Street: 5-3-6 Akasaka  
Admin City: Minato-ku  
Admin State/Province: Tokyo  
Admin Postal Code: 106-8006  
Admin Country: JP

	<p>Admin Phone: +81.355713191  Admin Phone Ext:  Admin Fax: +81.355712051  Admin Fax Ext:  Admin Email: <a href="mailto:tang_guanghui@hotmail.com">tang_guanghui@hotmail.com</a>  Registry Tech ID: Not Available From Registry  Tech Name: Kurokawa Tomoko  Tech Organization: Personal  Tech Street: 5-3-6 Akasaka  Tech City: Minato-ku  Tech State/Province: Tokyo  Tech Postal Code: 106-8006  Tech Country: JP  Tech Phone: +81.355713191  Tech Phone Ext:  Tech Fax: +81.355712051  Tech Fax Ext:  Tech Email: <a href="mailto:tang_guanghui@hotmail.com">tang_guanghui@hotmail.com</a>  Name Server: ns4.value-domain.com  Name Server: ns5.value-domain.com  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
SEC-LIVE.COM	<p>Domain Name: sec-live.com  Registry Domain ID: 2345629507_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.discount-domain.com  Registrar URL: <a href="http://www.onamae.com">http://www.onamae.com</a>  Updated Date: 2019-08-30T17:16:09Z  Creation Date: 2018-12-22T08:47:19Z  Registrar Registration Expiration Date: 2019-12-22T08:47:19Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199  Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Kurokawa Tomoko  Registrant Organization: Personal  Registrant Street: 5-3-6 Akasaka  Registrant City: Minato-ku  Registrant State/Province: Tokyo  Registrant Postal Code: 106-8006  Registrant Country: JP  Registrant Phone: +81.355713191  Registrant Phone Ext:  Registrant Fax: +81.355712051  Registrant Fax Ext:  Registrant Email: <a href="mailto:tang_guanghui@hotmail.com">tang_guanghui@hotmail.com</a>  Registry Admin ID: Not Available From Registry</p>

	<p>Admin Name: Kurokawa Tomoko  Admin Organization: Personal  Admin Street: 5-3-6 Akasaka  Admin City: Minato-ku  Admin State/Province: Tokyo  Admin Postal Code: 106-8006  Admin Country: JP  Admin Phone: +81.355713191  Admin Phone Ext:  Admin Fax: +81.355712051  Admin Fax Ext:  Admin Email: <a href="mailto:tang_guanghui@hotmail.com">tang_guanghui@hotmail.com</a>  Registry Tech ID: Not Available From Registry  Tech Name: Kurokawa Tomoko  Tech Organization: Personal  Tech Street: 5-3-6 Akasaka  Tech City: Minato-ku  Tech State/Province: Tokyo  Tech Postal Code: 106-8006  Tech Country: JP  Tech Phone: +81.355713191  Tech Phone Ext:  Tech Fax: +81.355712051  Tech Fax Ext:  Tech Email: <a href="mailto:tang_guanghui@hotmail.com">tang_guanghui@hotmail.com</a>  Name Server: ns4.value-domain.com  Name Server: ns5.value-domain.com  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
RMAIL.COM	<p>Domain Name: RMAIL.COM  Registry Domain ID: 2395465199_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: <a href="http://www.publicdomainregistry.com">www.publicdomainregistry.com</a>  Updated Date: 2019-07-27T02:16:51Z  Creation Date: 2019-05-27T02:59:08Z  Registrar Registration Expiration Date: 2020-05-27T02:59:08Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: DongIl Song  Registrant Organization: MobileProtect  Registrant Street: 25 Seonhwa-ro 20-gil Jillyang-eup  Registrant City: Gyeongsan-si  Registrant State/Province: Gyeongsangbuk-do  Registrant Postal Code: 38492  Registrant Country: KR</p>

	<p>Registrant Phone: +82.01033988890  Registrant Email: <a href="mailto:bitcoin024@hanmail.net">bitcoin024@hanmail.net</a>  Registry Admin ID: Not Available From Registry  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
RNAILM.COM	<p>Domain Name: RNAILM.COM  Registry Domain ID: 2358789139_DOMAIN_COM-VRSN  Registrar WHOIS Server: <a href="http://whois.publicdomainregistry.com">whois.publicdomainregistry.com</a>  Registrar URL: <a href="http://www.publicdomainregistry.com">www.publicdomainregistry.com</a>  Updated Date: 2019-04-09T02:17:00Z  Creation Date: 2019-02-07T06:31:49Z  Registrar Registration Expiration Date: 2020-02-07T06:31:49Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Annie Cho  Registrant Organization: CoinWallet  Registrant Street: 13535 UNION VILLAGE CIR  Registrant City: Clifton  Registrant State/Province: Virginia  Registrant Postal Code: 20124  Registrant Country: US  Registrant Phone: +1.8055678218  Registrant Email: <a href="mailto:bitcoin025@hanmail.net">bitcoin025@hanmail.net</a>  Registry Admin ID: Not Available From Registry  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
SECURITYPROCESSING.COM	<p>Domain Name: SECURITYPROCESSING.COM  Registry Domain ID: 2371156493_DOMAIN_COM-VRSN  Registrar WHOIS Server: <a href="http://whois.publicdomainregistry.com">whois.publicdomainregistry.com</a>  Registrar URL: <a href="http://www.publicdomainregistry.com">www.publicdomainregistry.com</a>  Updated Date: 2019-05-20T02:18:04Z  Creation Date: 2019-03-20T07:29:16Z  Registrar Registration Expiration Date: 2020-03-20T07:29:16Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a></p>

	<p>Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Mas  ked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-  contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
SECURITEDMODE.COM	<p>Domain Name: SECURITEDMODE.COM  Registry Domain ID: 2371156536_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-20T02:18:05Z  Creation Date: 2019-03-20T07:29:59Z  Registrar Registration Expiration Date: 2020-03-20T07:29:59Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep  p#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Mas  ked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-  contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952</p>

	<p>URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
SECURYTINGMAIL.COM	<p>Domain Name: SECURYTINGMAIL.COM  Registry Domain ID: 2371156527_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-20T02:18:02Z  Creation Date: 2019-03-20T07:29:50Z  Registrar Registration Expiration Date: 2020-03-20T07:29:50Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/epp#clientTransferProhibited">https://icann.org/epp#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
SET-LOGIN.COM	<p>Domain Name: set-login.com  Registry Domain ID: 2360933211_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.discount-domain.com  Registrar URL: <a href="http://www.onamae.com">http://www.onamae.com</a>  Updated Date: 2019-08-30T17:25:43Z  Creation Date: 2019-02-15T07:54:55Z  Registrar Registration Expiration Date: 2020-02-15T07:54:57Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199  Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: naoki yamada  Registrant Organization: Personal</p>

	<p>Registrant Street: 4-32 Nishirokugo  Registrant City: Ota-ku  Registrant State/Province: Tokyo  Registrant Postal Code: 144-0056  Registrant Country: JP  Registrant Phone: +81.337396567  Registrant Email: <a href="mailto:satoshiman0088@gmail.com">satoshiman0088@gmail.com</a>  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
USRCHECKING.COM	<p>Domain Name: USRCHECKING.COM  Registry Domain ID: 2371156468_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-20T02:18:06Z  Creation Date: 2019-03-20T07:29:07Z  Registrar Registration Expiration Date: 2020-03-20T07:29:07Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
PW-CHANGE.COM	<p>Domain Name: PW-CHANGE.COM  Registry Domain ID: 2371470962_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-20T02:25:23Z  Creation Date: 2019-03-21T02:09:48Z  Registrar Registration Expiration Date: 2020-03-21T02:09:48Z</p>



	<p>Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: ALEXEY IGORIEVICH PECHENOV  Registrant Organization:  Registrant Street: Moscow Region, Solnechnogorsk-30, ul. Tsentralnaya 28  Registrant City: Moscow  Registrant State/Province: Moscow  Registrant Postal Code: 141530  Registrant Country: RU  Registrant Phone: +7.9773177182  Registrant Email: <a href="mailto:noreplygooqlesender@gmail.com">noreplygooqlesender@gmail.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
APP-WALLET.COM	<p>Domain Name: APP-WALLET.COM  Registry Domain ID: 2335434562_DOMAIN_COM-VRSN  Registrar WHOIS Server: <a href="http://whois.publicdomainregistry.com">whois.publicdomainregistry.com</a>  Registrar URL: <a href="http://www.publicdomainregistry.com">www.publicdomainregistry.com</a>  Updated Date: 2019-11-22T08:44:07Z  Creation Date: 2018-11-22T07:26:56Z  Registrar Registration Expiration Date: 2019-11-22T07:26:56Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Annie Cho  Registrant Organization: CoinWallet  Registrant Street: 13535 UNION VILLAGE CIR  Registrant City: Clifton  Registrant State/Province: Virginia  Registrant Postal Code: 20124  Registrant Country: US  Registrant Phone: +1.8055678218  Registrant Email: <a href="mailto:bitcoin025@hanmail.net">bitcoin025@hanmail.net</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>

BIGWNET.COM	<p>Domain Name: bigwnet.com  Registry Domain ID: 2351682947_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.discount-domain.com  Registrar URL: http://www.onamae.com  Updated Date: 2019-08-30T17:31:28Z  Creation Date: 2019-01-12T02:32:17Z  Registrar Registration Expiration Date: 2020-01-12T02:32:16Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199  Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Yoichi Shimada  Registrant Organization: Personal  Registrant Street: 1-1301 Saburomaru  Registrant City: Fukui-shi  Registrant State/Province: Fukui  Registrant Postal Code: 910-0033  Registrant Country: JP  Registrant Phone: +81.776281905  Registrant Email: <a href="mailto:pigcoin2020@hotmail.com">pigcoin2020@hotmail.com</a>  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
BITWOLL.COM	<p>Domain Name: BITWOLL.COM  Registry Domain ID: 2440667088_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-10-06T02:18:08Z  Creation Date: 2019-10-06T02:18:07Z  Registrar Registration Expiration Date: 2020-10-06T02:18:07Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/epp#clientTransferProhibited">https://icann.org/epp#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked</p>

	<p>Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
CEXROUT.COM	<p>Domain Name: CEXROUT.COM  Registry Domain ID: 2350055800_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-03-08T02:17:28Z  Creation Date: 2019-01-06T08:41:05Z  Registrar Registration Expiration Date: 2020-01-06T08:41:05Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Registry Admin ID: Not Available From Registry  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
CHANGE-PW.COM	<p>Domain Name: CHANGE-PW.COM  Registry Domain ID: 2368816873_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-13T02:18:00Z  Creation Date: 2019-03-13T02:19:22Z  Registrar Registration Expiration Date: 2020-03-13T02:19:22Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry</p>

	<p>Registrant Name: Seung Hak Hyun  Registrant Organization:  Registrant Street: 30, Mokdongjungangbon-ro 13-gil, Yangcheon-gu, Seoul  Registrant City: Seoul-si  Registrant State/Province: Seoul  Registrant Postal Code: 07954  Registrant Country: KR  Registrant Phone: +82.1034070909  Registrant Phone Ext:  Registrant Fax:  Registrant Fax Ext:  Registrant Email: <a href="mailto:rninchurl@daum.net">rninchurl@daum.net</a>  Registry Admin ID: Not Available From Registry  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
CHECKPROFIE.COM	<p>Domain Name: CHECKPROFIE.COM  Registry Domain ID: 2371156560_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-20T02:18:06Z  Creation Date: 2019-03-20T07:30:13Z  Registrar Registration Expiration Date: 2020-03-20T07:30:13Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Registry Admin ID: Not Available From Registry  Admin Name: GDPR Masked  Admin Organization: GDPR Masked  Admin Street: GDPR Masked GDPR Masked GDPR Masked  Admin City: GDPR Masked  Admin State/Province: Sofia  Admin Postal Code: GDPR Masked</p>

	<p>Admin Country: BG  Admin Phone: +GDPR Masked.GDPR Masked  Admin Phone Ext:  Admin Fax: +GDPR Masked.GDPR Masked  Admin Fax Ext:  Admin Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Registry Tech ID: Not Available From Registry  Tech Name: GDPR Masked  Tech Organization: GDPR Masked  Tech Street: GDPR Masked GDPR Masked GDPR Masked  Tech City: GDPR Masked  Tech State/Province: Sofia  Tech Postal Code: GDPR Masked  Tech Country: BG  Tech Phone: +GDPR Masked.GDPR Masked  Tech Phone Ext:  Tech Fax: +GDPR Masked.GDPR Masked  Tech Fax Ext:  Tech Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Name Server: ns31.cloudns.net  Name Server: ns32.cloudns.net  Name Server: ns33.cloudns.net  Name Server: ns34.cloudns.net  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
CLOUDWEBAPPSERVICE.COM	<p>Domain Name: CLOUDWEBAPPSERVICE.COM  Registry Domain ID: 2351156215_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: <a href="http://www.publicdomainregistry.com">www.publicdomainregistry.com</a>  Updated Date: 2019-03-12T02:16:46Z  Creation Date: 2019-01-10T06:59:07Z  Registrar Registration Expiration Date: 2020-01-10T06:59:07Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: aji 917  Registrant Organization:  Registrant Street: seoul  Registrant City: seoul  Registrant State/Province: seoul  Registrant Postal Code: 01111  Registrant Country: KR  Registrant Phone: +82.37282156170</p>

	<p>Registrant Phone Ext:  Registrant Fax:  Registrant Fax Ext:  Registrant Email: <a href="mailto:tiger199392@daum.net">tiger199392@daum.net</a>  Registry Admin ID: Not Available From Registry  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
CTQUAST.COM	<p>Domain Name: CTQUAST.COM  Registry Domain ID: 2388608965_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-07-08T02:19:55Z  Creation Date: 2019-05-08T10:55:05Z  Registrar Registration Expiration Date: 2020-05-08T10:55:05Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
DATAVIEWERING.COM	<p>Domain Name: DATAVIEWERING.COM  Registry Domain ID: 2366296798_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-05T02:18:29Z  Creation Date: 2019-03-05T09:48:29Z  Registrar Registration Expiration Date: 2020-03-05T09:48:29Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep">https://icann.org/ep</a></p>

	<p>p#clientTransferProhibited  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Mas  ked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Registry Admin ID: Not Available From Registry  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-  contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
DAY-POST.COM	<p>Domain Name: DAY-POST.COM  Registry Domain ID: 2355017915_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: <a href="http://www.publicdomainregistry.com">www.publicdomainregistry.com</a>  Updated Date: 2019-03-25T02:24:36Z  Creation Date: 2019-01-24T01:45:15Z  Registrar Registration Expiration Date: 2020-01-24T01:45:15Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep">https://icann.org/ep</a>  p#clientTransferProhibited  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Mas  ked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Registry Admin ID: Not Available From Registry  DNSSEC: Unsigned</p>

	<p>Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
DIALY-POST.COM	<p>Domain Name: DIALY-POST.COM  Registry Domain ID: 2355039478_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-03-26T02:16:33Z  Creation Date: 2019-01-24T06:13:15Z  Registrar Registration Expiration Date: 2020-01-24T06:13:15Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Registry Admin ID: Not Available From Registry  Admin Name: GDPR Masked  Admin Organization: GDPR Masked  Admin Street: GDPR Masked GDPR Masked GDPR Masked  Admin City: GDPR Masked  Admin State/Province: Sofia  Admin Postal Code: GDPR Masked  Admin Country: BG  Admin Phone: +GDPR Masked.GDPR Masked  Admin Phone Ext:  Admin Fax: +GDPR Masked.GDPR Masked  Admin Fax Ext:  Admin Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Registry Tech ID: Not Available From Registry  Tech Name: GDPR Masked  Tech Organization: GDPR Masked  Tech Street: GDPR Masked GDPR Masked GDPR Masked  Tech City: GDPR Masked</p>



	<p>Tech State/Province: Sofia  Tech Postal Code: GDPR Masked  Tech Country: BG  Tech Phone: +GDPR Masked.GDPR Masked  Tech Phone Ext:  Tech Fax: +GDPR Masked.GDPR Masked  Tech Fax Ext:  Tech Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Name Server: ns31.cloudns.net  Name Server: ns32.cloudns.net  Name Server: ns33.cloudns.net  Name Server: ns34.cloudns.net  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a>  &gt;&gt;&gt; Last update of WHOIS database: 2019-12-06T19:40:39Z &lt;&lt;&lt;</p>
DOCUMENTVIEWINGCOM.COM	<p>Domain Name: DOCUMENTVIEWINGCOM.COM  Registry Domain ID: 2371156518_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-20T02:18:04Z  Creation Date: 2019-03-20T07:29:34Z  Registrar Registration Expiration Date: 2020-03-20T07:29:34Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Registry Admin ID: Not Available From Registry  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a></p>

	<p>Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
DOVVN-MAIL.COM	<p>Domain Name: dovvn-mail.com  Registry Domain ID: 2351678418_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.discount-domain.com  Registrar URL: <a href="http://www.onamae.com">http://www.onamae.com</a>  Updated Date: 2019-04-26T14:07:21Z  Creation Date: 2019-01-12T01:08:20Z  Registrar Registration Expiration Date: 2020-01-12T01:08:19Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199  Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Yoichi Shimada  Registrant Organization: Personal  Registrant Street: 1-1301 Saburomaru  Registrant City: Fukui-shi  Registrant State/Province: Fukui  Registrant Postal Code: 910-0033  Registrant Country: JP  Registrant Phone: +81.776281905  Registrant Phone Ext:  Registrant Fax:  Registrant Fax Ext:  Registrant Email: <a href="mailto:pigcoin2020@hotmail.com">pigcoin2020@hotmail.com</a>  Registry Admin ID: Not Available From Registry  Name Server: ns4.value-domain.com  Name Server: ns5.value-domain.com  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
DOWN-ERROR.COM	<p>Domain Name: DOWN-ERROR.COM  Registry Domain ID: 2364422957_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: <a href="http://www.publicdomainregistry.com">www.publicdomainregistry.com</a>  Updated Date: 2019-04-28T02:17:57Z  Creation Date: 2019-02-27T02:08:59Z  Registrar Registration Expiration Date: 2020-02-27T02:08:59Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/epp#clientTransferProhibited">https://icann.org/epp#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Seung Hak Hyun  Registrant Organization:</p>

	<p>Registrant Street: 30, Mokdongjungangbon-ro 13-gil, Yangcheon-gu, Seoul  Registrant City: Seoul-si  Registrant State/Province: Seoul  Registrant Postal Code: 07954  Registrant Country: KR  Registrant Phone: +82.1034070909  Registrant Phone Ext:  Registrant Fax:  Registrant Fax Ext:  Registrant Email: <a href="mailto:rninchurl@daum.net">rninchurl@daum.net</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
DRIVECHECKINGCOM.COM	<p>Domain Name: DRIVECHECKINGCOM.COM  Registry Domain ID: 2371156505_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-20T02:18:04Z  Creation Date: 2019-03-20T07:29:25Z  Registrar Registration Expiration Date: 2020-03-20T07:29:25Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
ENCODINGMAIL.COM	Domain Name: ENCODINGMAIL.COM

	<p>Registry Domain ID: 2371156520_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-05-20T02:18:04Z  Creation Date: 2019-03-20T07:29:42Z  Registrar Registration Expiration Date: 2020-03-20T07:29:42Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
FILES-DOWNLOAD.NET	<p>Domain Name: FILES-DOWNLOAD.NET  Registry Domain ID: 2333962375_DOMAIN_NET-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-11-18T12:18:49Z  Creation Date: 2018-11-18T11:35:37Z  Registrar Registration Expiration Date: 2019-11-18T11:35:37Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Domain Status: clientUpdateProhibited <a href="https://icann.org/epp#clientUpdateProhibited">https://icann.org/epp#clientUpdateProhibited</a>  Domain Status: clientDeleteProhibited <a href="https://icann.org/epp#clientDeleteProhibited">https://icann.org/epp#clientDeleteProhibited</a>  Domain Status: clientHold <a href="https://icann.org/epp#clientHold">https://icann.org/epp#clientHold</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Seung Hak Hyun</p>

	<p>Registrant Organization:  Registrant Street: 30, Mokdongjungangbon-ro 13-gil, Yangcheon-gu, Seoul  Registrant City: Seoul-si  Registrant State/Province: Seoul  Registrant Postal Code: 07954  Registrant Country: KR  Registrant Phone: +82.1034070909  Registrant Phone Ext:  Registrant Fax:  Registrant Fax Ext:  Registrant Email: <a href="mailto:rninchurl@daum.net">rninchurl@daum.net</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
<p>FILINVESTMENT.COM</p>	<p>Domain Name: FILINVESTMENT.COM  Registry Domain ID: 2407516177_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-08-29T02:16:03Z  Creation Date: 2019-06-29T08:08:05Z  Registrar Registration Expiration Date: 2020-06-29T08:08:05Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>

FIXCOOL.NET	<p>Domain Name: FIXCOOL.NET  Registry Domain ID: 2355017889_DOMAIN_NET-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-03-25T02:24:36Z  Creation Date: 2019-01-24T01:45:06Z  Registrar Registration Expiration Date: 2020-01-24T01:45:06Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
FOLDERSHAREING.COM	<p>Domain Name: FOLDERSHAREING.COM  Registry Domain ID: 2364425141_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-04-29T02:17:29Z  Creation Date: 2019-02-27T02:32:05Z  Registrar Registration Expiration Date: 2020-02-27T02:32:05Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked</p>

	<p>Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
GOLANGAPIS.COM	<p>Domain Name: GOLANGAPIS.COM  Registry Domain ID: 2424454473_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-10-18T02:16:44Z  Creation Date: 2019-08-18T13:41:05Z  Registrar Registration Expiration Date: 2020-08-18T13:41:05Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
HANRNAIL.NET	<p>Domain Name: HANRNAIL.NET  Registry Domain ID: 2398449268_DOMAIN_NET-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com</p>

	<p>Updated Date: 2019-08-04T02:16:00Z  Creation Date: 2019-06-04T07:06:01Z  Registrar Registration Expiration Date: 2020-06-04T07:06:01Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: DongIl Song  Registrant Organization: MobileProtect  Registrant Street: 25 Seonhwa-ro 20-gil Jillyang-eup  Registrant City: Gyeongsan-si  Registrant State/Province: Gyeongsangbuk-do  Registrant Postal Code: 38492  Registrant Country: KR  Registrant Phone: +82.01033988890  Registrant Phone Ext:  Registrant Fax:  Registrant Fax Ext:  Registrant Email: <a href="mailto:bitcoin024@hanmail.net">bitcoin024@hanmail.net</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
LH-LOGINS.COM	<p>Domain Name: lh-logins.com  Registry Domain ID: 2373974648_DOMAIN_COM-VRSN  Registrar WHOIS Server: <a href="http://whois.discount-domain.com">whois.discount-domain.com</a>  Registrar URL: <a href="http://www.onamae.com">http://www.onamae.com</a>  Updated Date: 2019-08-30T21:03:43Z  Creation Date: 2019-03-28T02:44:57Z  Registrar Registration Expiration Date: 2020-03-28T02:44:59Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199  Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: seiji yoshida  Registrant Organization: Personal  Registrant Street: 4-19-13 Honcho  Registrant City: Koganei-shi  Registrant State/Province: Tokyo  Registrant Postal Code: 184-0004  Registrant Country: JP  Registrant Phone: +81.423836587  Registrant Phone Ext:</p>



	<p>Registrant Fax:  Registrant Fax Ext:  Registrant Email: <a href="mailto:inforail.noreply@gmail.com">inforail.noreply@gmail.com</a>  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
LOGIN-USE.COM	<p>Domain Name: login-use.com  Registry Domain ID: 2360933302_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.discount-domain.com  Registrar URL: <a href="http://www.onamae.com">http://www.onamae.com</a>  Updated Date: 2019-08-30T17:27:19Z  Creation Date: 2019-02-15T07:55:51Z  Registrar Registration Expiration Date: 2020-02-15T07:55:50Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199  Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: naoki yamada  Registrant Organization: Personal  Registrant Street: 4-32 Nishirokugo  Registrant City: Ota-ku  Registrant State/Province: Tokyo  Registrant Postal Code: 144-0056  Registrant Country: JP  Registrant Phone: +81.337396567  Registrant Phone Ext:  Registrant Fax:  Registrant Fax Ext:  Registrant Email: <a href="mailto:satoshiman0088@gmail.com">satoshiman0088@gmail.com</a>  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
MAIL-DOWN.COM	<p>Domain Name: mail-down.com  Registry Domain ID: 2372526472_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.discount-domain.com  Registrar URL: <a href="http://www.onamae.com">http://www.onamae.com</a>  Updated Date: 2019-08-30T20:07:38Z  Creation Date: 2019-03-24T08:07:25Z  Registrar Registration Expiration Date: 2020-03-24T08:07:25Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199  Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Hideo Suzuki</p>

	<p>Registrant Organization: Personal  Registrant Street: 2-1-1 Kasumigaseki  Registrant City: Chiyoda-ku  Registrant State/Province: Tokyo  Registrant Postal Code: 100-8919  Registrant Country: JP  Registrant Phone: +81.583291212  Registrant Fax: +81.583291212  Registrant Email: <a href="mailto:jiahuzong@hotmail.com">jiahuzong@hotmail.com</a>  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
MATMIHO.COM	<p>Domain Name: matmiho.com  Registry Domain ID: 2351675618_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.discount-domain.com  Registrar URL: <a href="http://www.onamae.com">http://www.onamae.com</a>  Updated Date: 2019-08-30T17:11:46Z  Creation Date: 2019-01-12T00:15:13Z  Registrar Registration Expiration Date: 2020-01-12T00:15:13Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199  Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Yoichi Shimada  Registrant Organization: Personal  Registrant Street: 1-1301 Saburomaru  Registrant City: Fukui-shi  Registrant State/Province: Fukui  Registrant Postal Code: 910-0033  Registrant Country: JP  Registrant Phone: +81.776281905  Registrant Email: <a href="mailto:pigcoin2020@hotmail.com">pigcoin2020@hotmail.com</a>  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
MIHOMAT.COM	<p>Domain Name: mihomat.com  Registry Domain ID: 2351696124_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.discount-domain.com  Registrar URL: <a href="http://www.onamae.com">http://www.onamae.com</a>  Updated Date: 2019-08-30T20:11:18Z  Creation Date: 2019-01-12T06:21:43Z  Registrar Registration Expiration Date: 2020-01-12T06:21:43Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199</p>

	<p>Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Humitakai Miyazaki  Registrant Organization: Personal  Registrant Street: 1-29 Nakaikegami  Registrant City: Ota-ku  Registrant State/Province: Tokyo  Registrant Postal Code: 146-0081  Registrant Country: JP  Registrant Phone: +81.337532788  Registrant Phone Ext:  Registrant Fax:  Registrant Fax Ext:  Registrant Email: <a href="mailto:wusongha03@gmail.com">wusongha03@gmail.com</a>  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
NATWPERSONAL-ONLINE.COM	<p>Domain name: natwpersonal-online.com  Registry Domain ID: 2339142224_DOMAIN_COM-VRSN  Registrar WHOIS Server: <a href="http://whois.namecheap.com">whois.namecheap.com</a>  Registrar URL: <a href="http://www.namecheap.com">http://www.namecheap.com</a>  Updated Date: 2018-12-02T16:45:07.00Z  Creation Date: 2018-12-02T16:45:07.00Z  Registrar Registration Expiration Date: 2019-12-02T16:45:07.00Z  Registrar: NAMECHEAP INC  Registrar IANA ID: 1068  Registrar Abuse Contact Email: <a href="mailto:abuse@namecheap.com">abuse@namecheap.com</a>  Registrar Abuse Contact Phone: +1.6613102107  Reseller: NAMECHEAP INC  Domain Status: clientTransferProhibited <a href="https://icann.org/epp#clientTransferProhibited">https://icann.org/epp#clientTransferProhibited</a>  Registry Registrant ID:  Registrant Name: WhoisGuard Protected  Registrant Organization: WhoisGuard, Inc.  Registrant Street: P.O. Box 0823-03411  Registrant City: Panama  Registrant State/Province: Panama  Registrant Postal Code:  Registrant Country: PA  Registrant Phone: +507.8365503  Registrant Phone Ext:  Registrant Fax: +51.17057182  Registrant Fax Ext:  Registrant Email: <a href="mailto:23f30d8e5ab4439fb15be24a7de1ffb8.protect@whoisguard.com">23f30d8e5ab4439fb15be24a7de1ffb8.protect@whoisguard.com</a>  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
NIDLOGIN.COM	Domain Name: NIDLOGIN.COM

	<p>Registry Domain ID: 2383779690_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-06-24T02:17:19Z  Creation Date: 2019-04-24T08:00:08Z  Registrar Registration Expiration Date: 2020-04-24T08:00:08Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
NID-LOGIN.COM	<p>Domain Name: NID-LOGIN.COM  Registry Domain ID: 2425705667_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: www.publicdomainregistry.com  Updated Date: 2019-10-21T02:19:07Z  Creation Date: 2019-08-22T01:51:04Z  Registrar Registration Expiration Date: 2020-08-22T01:51:04Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia</p>

	<p>Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  Registry Admin ID: Not Available From Registry  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
NIDLOGON.COM	<p>Domain Name: NIDLOGON.COM  Registry Domain ID: 2408923714_DOMAIN_COM-VRSN  Registrar WHOIS Server: <a href="http://whois.publicdomainregistry.com">whois.publicdomainregistry.com</a>  Registrar URL: <a href="http://www.publicdomainregistry.com">www.publicdomainregistry.com</a>  Updated Date: 2019-09-01T02:18:08Z  Creation Date: 2019-07-03T00:55:07Z  Registrar Registration Expiration Date: 2020-07-03T00:55:07Z  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: GDPR Masked  Registrant Organization: GDPR Masked  Registrant Street: GDPR Masked GDPR Masked GDPR Masked  Registrant City: GDPR Masked  Registrant State/Province: Sofia  Registrant Postal Code: GDPR Masked  Registrant Country: BG  Registrant Phone: +GDPR Masked.GDPR Masked  Registrant Phone Ext:  Registrant Fax: +GDPR Masked.GDPR Masked  Registrant Fax Ext:  Registrant Email: <a href="mailto:gdpr-masking@gdpr-masked.com">gdpr-masking@gdpr-masked.com</a>  DNSSEC: Unsigned  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
DROG-SERVICE.COM	<p>Domain Name: drog-service.com  Registry Domain ID: 2354166742_DOMAIN_COM-VRSN  Registrar WHOIS Server: <a href="http://whois.discount-domain.com">whois.discount-domain.com</a>  Registrar URL: <a href="http://www.onamae.com">http://www.onamae.com</a></p>

	<p>Updated Date: 2019-08-22T10:38:00Z  Creation Date: 2019-01-21T06:54:11Z  Registrar Registration Expiration Date: 2020-01-21T06:54:10Z  Registrar: GMO INTERNET, INC.  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone: +81.337709199  Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Youichi Takagi  Registrant Organization: Tokyo University  Registrant Street: 5-42-3 Kamitakada  Registrant City: Nakano-ku  Registrant State/Province: Tokyo  Registrant Postal Code: 164-0002  Registrant Country: JP  Registrant Phone: +81.333883756  Registrant Email: <a href="mailto:okonoki_masao@yahoo.co.jp">okonoki_masao@yahoo.co.jp</a>  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
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**.CLUB DOMAINS**

**Registry**

**.Club Domains, LLC  
100 SE 3rd Ave. Suite 1310  
Fort Lauderdale, FL 33394  
United States**

PIECEVIEW.CLUB	<p>Domain Name: pieceview.club  Registry Domain ID: D16836326510B489DBF551C1951961BB4-NSR  Registrar WHOIS Server: <a href="http://whois.discount-domain.com">whois.discount-domain.com</a>  Registrar URL: <a href="http://whois.discount-domain.com">whois.discount-domain.com</a>  Updated Date: 2019-08-30T11:13:29Z  Creation Date: 2019-06-01T01:45:48Z  Registry Expiry Date: 2020-06-01T01:45:48Z  Registrar: GMO Internet, Inc. d/b/a Onamae.com  Registrar IANA ID: 49  Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>  Registrar Abuse Contact Phone:  Domain Status: clientHold <a href="https://icann.org/epp#clientHold">https://icann.org/epp#clientHold</a>  Registrant Organization: Personal  Registrant State/Province: Kumamoto  Registrant Country: JP  Registrant Email: Please query the RDDS service of the Registrar of Record identified in this output for information on ho</p>
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	<p>w to contact the Registrant, Admin, or Tech contact of the queried domain name.          DNSSEC: unsigned          URL of the ICANN Whois Inaccuracy Complaint Form: <a href="http://www.icann.org/wicf/">http://www.icann.org/wicf/</a></p>
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**.INFO, .MOBI DOMAINS**

**Registry**

**Afilias, Inc.  
 300 Welsh Road  
 Building 3, Suite 105  
 Horsham, PA 19044  
 United States**

<p>MAII.INFO</p>	<p>Domain Name: MAII.INFO          Registry Domain ID: D503300000533250566-LRMS          Registrar WHOIS Server:          Registrar URL: www.onamae.com          Updated Date: 2019-08-30T11:13:25Z          Creation Date: 2019-01-31T01:36:44Z          Registry Expiry Date: 2020-01-31T01:36:44Z          Registrar Registration Expiration Date:          Registrar: GMO Internet, Inc. d/b/a Onamae.com          Registrar IANA ID: 49          Registrar Abuse Contact Email: <a href="mailto:abuse@gmo.jp">abuse@gmo.jp</a>          Registrar Abuse Contact Phone: +81.337709199          Reseller:          Domain Status: ok <a href="https://icann.org/epp#ok">https://icann.org/epp#ok</a>          Registrant Organization: Personal          Registrant State/Province: Tokyo          Registrant Country: JP          Name Server: NS4.VALUE-DOMAIN.COM          Name Server: NS5.VALUE-DOMAIN.COM          DNSSEC: unsigned          URL of the ICANN Whois Inaccuracy Complaint Form is <a href="https://www.icann.org/wicf/">https://www.icann.org/wicf/</a></p> <p>The Registrar of Record identified in this output may have an RDDS service that can be queried for additional information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.</p>
<p>COM-SERVICEROUND.INFO</p>	<p>Domain Name: COM-SERVICEROUND.INFO          Registry Domain ID: D503300001182076279-LRMS          Registrar WHOIS Server: whois.publicdomainregistry.com          Registrar URL: <a href="http://publicdomainregistry.com/whois">http://publicdomainregistry.com/whois</a>          Updated Date: 2019-11-08T03:24:08Z          Creation Date: 2019-10-24T00:42:07Z          Registry Expiry Date: 2020-10-24T00:42:07Z          Registrar Registration Expiration Date:</p>

	<p>Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  Reseller:  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Domain Status: serverTransferProhibited <a href="https://icann.org/ep#serverTransferProhibited">https://icann.org/ep#serverTransferProhibited</a>  Registrant Organization: GDPR Masked  Registrant State/Province: GDPR Masked  Registrant Country: US  Name Server: NS1.VERIFICATION-HOLD.SUSPENDED-DOMAIN.COM  Name Server: NS2.VERIFICATION-HOLD.SUSPENDED-DOMAIN.COM  DNSSEC: unsigned  URL of the ICANN Whois Inaccuracy Complaint Form is <a href="https://www.icann.org/wicf/">https://www.icann.org/wicf/</a></p> <p>The Registrar of Record identified in this output may have an RDDS service that can be queried for additional information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.</p>
REVIEWER.MOBI	<p>Domain Name: REVIEWER.MOBI  Registry Domain ID: D503300001182151603-LRMS  Registrar WHOIS Server: whois.publicdomainregistry.com  Registrar URL: <a href="http://publicdomainregistry.com/whois">http://publicdomainregistry.com/whois</a>  Updated Date: 2019-12-03T23:47:23Z  Creation Date: 2019-11-01T08:32:15Z  Registry Expiry Date: 2020-11-01T08:32:15Z  Registrar Registration Expiration Date:  Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com  Registrar IANA ID: 303  Registrar Abuse Contact Email: <a href="mailto:abuse-contact@publicdomainregistry.com">abuse-contact@publicdomainregistry.com</a>  Registrar Abuse Contact Phone: +1.2013775952  Reseller:  Domain Status: clientTransferProhibited <a href="https://icann.org/ep#clientTransferProhibited">https://icann.org/ep#clientTransferProhibited</a>  Domain Status: serverHold <a href="https://icann.org/epp#serverHold">https://icann.org/epp#serverHold</a>  Domain Status: serverTransferProhibited <a href="https://icann.org/ep#serverTransferProhibited">https://icann.org/ep#serverTransferProhibited</a>  Registrant Organization: GDPR Masked  Registrant State/Province: GDPR Masked  Registrant Country: US  Name Server: NS31.CLOUDNS.NET  Name Server: NS32.CLOUDNS.NET  Name Server: NS33.CLOUDNS.NET</p>



	<p>Name Server: NS34.CLOUDNS.NET DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form is <a href="https://www.icann.org/wicf">https://www.icann.org/wicf</a> The Registrar of Record identified in this output may have an RDDS service that can be queried for additional information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.</p>
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**EXHIBIT 17**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

SOPHOS LIMITED, a United Kingdom limited company, and SOPHOS INC., a Massachusetts corporation,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Civil Action No: 1:20 cv 502
JOHN DOES 1-2,	)	
	)	
Defendants.	)	FILED UNDER SEAL PURSUANT TO LOCAL RULE 5
	)	
	)	
	)	

**EX PARTE TEMPORARY RESTRAINING ORDER AND  
ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION**

Plaintiffs Sophos Limited and Sophos Inc. (collectively, "Sophos") have filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (3) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (4) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c); and (5) Unjust Enrichment. Sophos has moved *ex parte* for an emergency temporary restraining order and an order to show cause why a preliminary injunction should not be granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a) (the Lanham Act), and 28 U.S.C. § 1651(a) (the All Writs Act).

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Sophos's *Ex Parte* Application for an Emergency Temporary Restraining Order and Order to Show Cause re Preliminary Injunction, the Court hereby makes the following findings of fact

**and conclusions of law:**

**1. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants John Doe 1 and 2 (“Defendants”) under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Lanham Act (15 U.S.C. §§ 1114, 1125), the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)), and common law of unjust enrichment.**

**2. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Lanham Act (15 U.S.C. §§ 1114, 1125), the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)) and constitute common law unjust enrichment, and that Sophos is, therefore, likely to prevail on the merits of this action;**

**3. Sophos owns the registered trademark “Sophos” used in connection with its services, software and products. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants’ ongoing violations. The evidence set forth in Sophos’s Brief in Support of Ex Parte Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction (“TRO Application”), and the accompanying declarations and exhibits, demonstrates that Sophos is likely to prevail on its claim that Defendants have engaged in violations of the foregoing law by:**

- a. intentionally accessing and sending malicious software, code, and instructions to the protected computers and operating systems of Sophos, without authorization or exceeding authorization, in order to**
  - i. infect those computers and operating systems with malicious code and thereby attempt to gain control over those computers and operating systems;**

ii. **attack the security of those computers by conducting remote reconnaissance, and attempting to access information on those computers, without authorization;**

b. **deploying computers and Internet domains to establish a command and control infrastructure by which means Defendants conduct the foregoing illegal activities;**

4. **There is good cause to believe that if such conduct continues, irreparable harm will occur to Sophos. There is good cause to believe that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court.**

5. **There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of command and control software that is hosted at and otherwise operates through the Internet domains listed in Appendix A to this Order and from the destruction or concealment of other discoverable evidence of Defendants' misconduct available via those domains, including on user computers infected by Defendants, if Defendants receive advance notice of this action. Based on the evidence cited in Sophos's TRO Application and accompanying declarations and exhibits, Sophos is likely to be able to prove that:**

- a. **Defendants are engaged in activities that directly violate United States law and harm Sophos;**
- b. **Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;**
- c. **Defendants are likely to delete or to relocate the command and control software at issue in Sophos's TRO Application and the harmful and malicious software disseminated through the Internet domains listed in Appendix A to this Order, thereby permitting them to continue their illegal acts; and**
- d. **Defendants are likely to warn their associates engaged in such activities if informed of Sophos's action.**

6. **Sophos's request for this emergency *ex parte* relief is not the result of any lack of**

diligence on Sophos's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b), 15 U.S.C. § 1116(a) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this Order be Granted without prior notice to Defendants, and accordingly, Sophos is relieved of the duty to provide Defendants with prior notice of Sophos's motion.

7. There is good cause to believe that Defendants have specifically directed their activities to Sophos's firewall devices located in Virginia, including in the vicinity of Alexandria, Virginia, and the Eastern District of Virginia, have engaged in illegal activity using the Internet domains identified in Appendix A to this Order by using those domains to direct malicious code to Sophos's firewall devices to further perpetrate their illegal conduct. There is good cause to believe that Defendants have directed said malicious code and content through certain instrumentalities—specifically the domains and the domain registration facilities of the domain registries identified in Appendix A to this Order.

8. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants must be prohibited from accessing Sophos's firewall devices without authorization and prohibited from sending malicious code, content and commands from the Internet domains identified in Appendix A to this Order to Sophos's firewall devices.

9. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in Appendix A to this Order to host the command and control software used to deliver malicious software to Sophos's firewall devices. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and prospective domains set forth in Appendix A to this Order must be immediately transferred to the control of Sophos, thus making them inaccessible to Defendants for command

and control purposes.

10. There is good cause to believe that to immediately halt the injury, the execution of this Order should be carried out in a coordinated manner by Sophos and by the domain registries identified in Appendix A to this Order on such date and time within five (5) days of this Order as may be reasonably requested by Sophos.

11. There is good cause to believe that Defendants may change the Internet domains that they use to conduct illegal activities, and that Sophos may identify and update the domains listed in Appendix A to this Order as may be reasonably necessary to account for additional Internet domains associated with Defendants just prior to the execution of this Order and within a reasonable time thereafter should Defendants attempt to evade and defy this Order.

12. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, and satisfy Fed. R. Civ. P. 4(f)(3) and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and hosting companies and as agreed to by Defendants in Defendants' domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and/or (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

**TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants, are temporarily restrained and enjoined from: (1) intentionally accessing and sending malicious software or code to Sophos's protected computers, including its firewall devices, or the computers or networks of any other party, without authorization; (2) intentionally attacking and compromising computers of Sophos, including its firewall devices, or the computers or networks of any other party, to access computing resources and information on those devices, or for any other illegal purpose; (3) configuring, deploying, operating, or otherwise participating in or facilitating a command and control infrastructure described in the TRO Application, including but not limited to the command and control software hosted at and operating through the Internet domains set forth in Appendix A to this Order and through any other component or element of the command and control infrastructure at any location; (4) stealing information from Sophos or any other party, including through the foregoing activities; (5) misappropriating that which rightfully belongs to Sophos or any other party, or in which Sophos or any other party has a proprietary interest, including through the foregoing activities; (6) downloading or offering to download additional malicious software onto Sophos's firewalls or the computer of any other party; or (7) undertaking any similar activity that inflicts harm on Sophos, any other party or the public.

**IT IS FURTHER ORDERED** that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants are temporarily restrained and enjoined from (1) using and infringing Sophos's trademark, including specifically Sophos's registered trademark "Sophos" and/or other trademarks, trade names, service marks, or Internet Domain addresses or names containing or infringing such trademarks, trade names or service



marks; (2) using in connection with Defendants' activities, products, or services any false or deceptive designation, representation or description of Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Sophos or give Defendants an unfair competitive advantage or result in deception in Sophos's markets and channels of trade; or (3) acting in any other manner which suggests in any way that Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Sophos, or passing off Defendants' activities, products or services as Sophos's.

**IT IS FURTHER ORDERED** that, with respect to any currently registered Internet domains set forth in Appendix A to this Order, the domain registries set forth in Appendix A shall take the following actions:

A. Within five (5) business days of receipt of this Order, shall unlock and change the registrar of record for the domains to Lexsynergy Ltd. or such other registrar specified by Sophos. To the extent the registrar of record does not assist in changing the registrar of record for the domains under its control, the domain registry for the domains, or its administrators, including backend registry operators or administrators, within five (5) business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the domains to Lexsynergy Ltd. or such other registrar specified by Sophos. The purpose of this paragraph is to ensure that Sophos has control over the hosting and administration of the domains in its registrar account at Lexsynergy Ltd. or such other registrar specified by Sophos. Sophos shall provide to the domain registry or registrar of record any requested registrar information or account details necessary to effectuate the foregoing.

B. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following, or other information as may be specified by Sophos:

Domain Administrator  
Sophos Ltd.  
The Pentagon, Abingdon Science Park  
Abingdon OX14 3YP  
United Kingdom  
registrar@sophos.com

C. Prevent transfer, modification or deletion of the domain by Defendants and prevent transfer or control of the domain to the account of any party other than Sophos;

D. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrars.

**IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and/or hosting companies and as agreed to by Defendants in the domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

**IT IS FURTHER ORDERED**, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on May 12, 2020 at 2:00 PM to show *by teleconference* cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final

ruling on the Complaint against Defendants, enjoining Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

**IT IS FURTHER ORDERED** that Sophos shall post bond in the amount of \$10,000 to be paid into the Court registry.

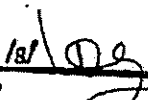
**IT IS FURTHER ORDERED** that Sophos may identify and update the domains in Appendix A to this Order and the Complaint as may be reasonably necessary to account for additional Internet domains associated with Defendants' illegal conduct just prior to or within a reasonable time after the execution of this Order.

**IT IS FURTHER ORDERED** that Defendants shall file with the Court and serve on Sophos's counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than one (1) day prior to the hearing on Sophos's request for a preliminary injunction.

**IT IS SO ORDERED**

Entered this 1st day of MAY, 2020

2:28pm

  
\_\_\_\_\_  
Liam O'Grady  
United States District Judge  
UNITED STATES DISTRICT JUDGE

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**United States District Judge**  
**James O. Garby**

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**APPENDIX A**

**COM DOMAINS**

**Registry  
VeriSign, Inc.  
VeriSign Information Services, Inc.  
12061 Bluemont Way  
Reston, Virginia 20190  
United States**

**SOPHOSFIREWALLUPDATE.COM**

**Domain Name: sophosfirewallupdate.com  
Registry Domain ID: 2507933309\_DOMAIN\_COM-VRSN  
Registrar WHOIS Server: whois.godaddy.com  
Registrar URL: http://www.godaddy.com  
Updated Date: 2020-03-27T09:14:11Z  
Creation Date: 2020-03-27T09:14:10Z  
Registrar Registration Expiration Date: 2022-03-27T09:14:10Z  
Registrar: GoDaddy.com, LLC  
Registrar IANA ID: 146  
Registrar Abuse Contact Email: abuse@godaddy.com  
Registrar Abuse Contact Phone: +1.4806242505  
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited  
Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited  
Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited  
Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited  
Registry Registrant ID: Not Available From Registry  
Registrant Name: Registration Private  
Registrant Organization: Domains By Proxy, LLC  
Registrant Street: DomainsByProxy.com  
Registrant Street: 14455 N. Hayden Road  
Registrant City: Scottsdale  
Registrant State/Province: Arizona  
Registrant Postal Code: 85260  
Registrant Country: US  
Registrant Phone: +1.4806242599  
Registrant Phone Ext:  
Registrant Fax: +1.4806242598  
Registrant Fax Ext:  
Registrant Email: sophosfirewallupdate.com@domainsbyproxy.com  
Registry Admin ID: Not Available From Registry  
Admin Name: Registration Private**

	<p><b>Admin Organization: Domains By Proxy, LLC</b> <b>Admin Street: DomainsByProxy.com</b> <b>Admin Street: 14455 N. Hayden Road</b> <b>Admin City: Scottsdale</b> <b>Admin State/Province: Arizona</b> <b>Admin Postal Code: 85260</b> <b>Admin Country: US</b> <b>Admin Phone: +1.4806242599</b> <b>Admin Phone Ext:</b> <b>Admin Fax: +1.4806242598</b> <b>Admin Fax Ext:</b> <b>Admin Email: sophosfirewallupdate.com@domainsbyproxy.com</b> <b>Registry Tech ID: Not Available From Registry</b> <b>Tech Name: Registration Private</b> <b>Tech Organization: Domains By Proxy, LLC</b> <b>Tech Street: DomainsByProxy.com</b> <b>Tech Street: 14455 N. Hayden Road</b> <b>Tech City: Scottsdale</b> <b>Tech State/Province: Arizona</b> <b>Tech Postal Code: 85260</b> <b>Tech Country: US</b> <b>Tech Phone: +1.4806242599</b> <b>Tech Phone Ext:</b> <b>Tech Fax: +1.4806242598</b> <b>Tech Fax Ext:</b> <b>Tech Email: sophosfirewallupdate.com@domainsbyproxy.com</b> <b>Name Server: NS11.DOMAINCONTROL.COM</b> <b>Name Server: NS12.DOMAINCONTROL.COM</b> <b>DNSSEC: unsigned</b> <b>URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></b> <b>&gt;&gt;&gt; Last update of WHOIS database: 2020-04-29T06:00:00Z &lt;&lt;&lt;</b></p>
<b>SOPHOSENERPRISECENTER.COM</b>	<p><b>Domain Name: sophosenterprisecenter.com</b> <b>Registry Domain ID: 2507917915_DOMAIN_COM-VRSN</b> <b>Registrar WHOIS Server: whois.godaddy.com</b> <b>Registrar URL: <a href="http://www.godaddy.com">http://www.godaddy.com</a></b> <b>Updated Date: 2020-03-27T05:54:59Z</b> <b>Creation Date: 2020-03-27T05:54:58Z</b> <b>Registrar Registration Expiration Date: 2022-03-27T05:54:58Z</b> <b>Registrar: GoDaddy.com, LLC</b> <b>Registrar IANA ID: 146</b> <b>Registrar Abuse Contact Email: <a href="mailto:abuse@godaddy.com">abuse@godaddy.com</a></b> <b>Registrar Abuse Contact Phone: +1.4806242505</b> <b>Domain Status: clientTransferProhibited <a href="http://www.icann.org/epp#clientTransferProhibited">http://www.icann.org/epp#clientTransferProhibited</a></b></p>

	<p><b>Domain Status: clientUpdateProhibited</b> <a href="http://www.icann.org/epp#clientUpdateProhibited">http://www.icann.org/epp#clientUpdateProhibited</a> <b>Domain Status: clientRenewProhibited</b> <a href="http://www.icann.org/epp#clientRenewProhibited">http://www.icann.org/epp#clientRenewProhibited</a> <b>Domain Status: clientDeleteProhibited</b> <a href="http://www.icann.org/epp#clientDeleteProhibited">http://www.icann.org/epp#clientDeleteProhibited</a> <b>Registry Registrant ID:</b> Not Available From Registry <b>Registrant Name:</b> Registration Private <b>Registrant Organization:</b> Domains By Proxy, LLC <b>Registrant Street:</b> DomainsByProxy.com <b>Registrant Street:</b> 14455 N. Hayden Road <b>Registrant City:</b> Scottsdale <b>Registrant State/Province:</b> Arizona <b>Registrant Postal Code:</b> 85260 <b>Registrant Country:</b> US <b>Registrant Phone:</b> +1.4806242599 <b>Registrant Phone Ext:</b> <b>Registrant Fax:</b> +1.4806242598 <b>Registrant Fax Ext:</b> <b>Registrant Email:</b> sophosenterprisecenter.com@domainsbyproxy.com <b>Registry Admin ID:</b> Not Available From Registry <b>Admin Name:</b> Registration Private <b>Admin Organization:</b> Domains By Proxy, LLC <b>Admin Street:</b> DomainsByProxy.com <b>Admin Street:</b> 14455 N. Hayden Road <b>Admin City:</b> Scottsdale <b>Admin State/Province:</b> Arizona <b>Admin Postal Code:</b> 85260 <b>Admin Country:</b> US <b>Admin Phone:</b> +1.4806242599 <b>Admin Phone Ext:</b> <b>Admin Fax:</b> +1.4806242598 <b>Admin Fax Ext:</b> <b>Admin Email:</b> sophosenterprisecenter.com@domainsbyproxy.com <b>Registry Tech ID:</b> Not Available From Registry <b>Tech Name:</b> Registration Private <b>Tech Organization:</b> Domains By Proxy, LLC <b>Tech Street:</b> DomainsByProxy.com <b>Tech Street:</b> 14455 N. Hayden Road <b>Tech City:</b> Scottsdale <b>Tech State/Province:</b> Arizona <b>Tech Postal Code:</b> 85260 <b>Tech Country:</b> US <b>Tech Phone:</b> +1.4806242599 <b>Tech Phone Ext:</b> <b>Tech Fax:</b> +1.4806242598 <b>Tech Fax Ext:</b> <b>Tech Email:</b> sophosenterprisecenter.com@domainsbyproxy.com</p>
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	<p>com  Name Server: NS57.DOMAINCONTROL.COM  Name Server: NS58.DOMAINCONTROL.COM  DNSSEC: unsigned  URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
<p><b>SOPHOSPRODUCTUPDATE.COM</b></p>	<p>Domain Name: sophosproductupdate.com  Registry Domain ID: 2507933291_DOMAIN_COM-VRSN  Registrar WHOIS Server: whois.godaddy.com  Registrar URL: <a href="http://www.godaddy.com">http://www.godaddy.com</a>  Updated Date: 2020-03-27T09:13:59Z  Creation Date: 2020-03-27T09:13:58Z  Registrar Registration Expiration Date: 2022-03-27T09:13:58Z  Registrar: GoDaddy.com, LLC  Registrar IANA ID: 146  Registrar Abuse Contact Email: <a href="mailto:abuse@godaddy.com">abuse@godaddy.com</a>  Registrar Abuse Contact Phone: +1.4806242505  Domain Status: clientTransferProhibited <a href="http://www.icann.org/epp#clientTransferProhibited">http://www.icann.org/epp#clientTransferProhibited</a>  Domain Status: clientUpdateProhibited <a href="http://www.icann.org/epp#clientUpdateProhibited">http://www.icann.org/epp#clientUpdateProhibited</a>  Domain Status: clientRenewProhibited <a href="http://www.icann.org/epp#clientRenewProhibited">http://www.icann.org/epp#clientRenewProhibited</a>  Domain Status: clientDeleteProhibited <a href="http://www.icann.org/epp#clientDeleteProhibited">http://www.icann.org/epp#clientDeleteProhibited</a>  Registry Registrant ID: Not Available From Registry  Registrant Name: Registration Private  Registrant Organization: Domains By Proxy, LLC  Registrant Street: DomainsByProxy.com  Registrant Street: 14455 N. Hayden Road  Registrant City: Scottsdale  Registrant State/Province: Arizona  Registrant Postal Code: 85260  Registrant Country: US  Registrant Phone: +1.4806242599  Registrant Phone Ext:  Registrant Fax: +1.4806242598  Registrant Fax Ext:  Registrant Email: <a href="mailto:sophosproductupdate.com@domainsbyproxy.com">sophosproductupdate.com@domainsbyproxy.com</a>  Registry Admin ID: Not Available From Registry  Admin Name: Registration Private  Admin Organization: Domains By Proxy, LLC  Admin Street: DomainsByProxy.com  Admin Street: 14455 N. Hayden Road  Admin City: Scottsdale  Admin State/Province: Arizona  Admin Postal Code: 85260</p>



	<p><b>Admin Country: US</b> <b>Admin Phone: +1.4806242599</b> <b>Admin Phone Ext:</b> <b>Admin Fax: +1.4806242598</b> <b>Admin Fax Ext:</b> <b>Admin Email: sophosproductupdate.com@domainsbyproxy.com</b> <b>Registry Tech ID: Not Available From Registry</b> <b>Tech Name: Registration Private</b> <b>Tech Organization: Domains By Proxy, LLC</b> <b>Tech Street: DomainsByProxy.com</b> <b>Tech Street: 14455 N. Hayden Road</b> <b>Tech City: Scottsdale</b> <b>Tech State/Province: Arizona</b> <b>Tech Postal Code: 85260</b> <b>Tech Country: US</b> <b>Tech Phone: +1.4806242599</b> <b>Tech Phone Ext:</b> <b>Tech Fax: +1.4806242598</b> <b>Tech Fax Ext:</b> <b>Tech Email: sophosproductupdate.com@domainsbyproxy.com</b> <b>Name Server: NS27.DOMAINCONTROL.COM</b> <b>Name Server: NS28.DOMAINCONTROL.COM</b> <b>DNSSEC: unsigned</b> <b>URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></b> <b>&gt;&gt;&gt; Last update of WHOIS database: 2020-04-29T06:00:00Z &lt;&lt;</b></p>
<b>FILEDOWNLOADERSERVERS.COM</b>	<p><b>Domain Name: filedownloaderservers.com</b> <b>Registry Domain ID: 2476552089_DOMAIN_COM-VRSN</b> <b>Registrar WHOIS Server: whois.godaddy.com</b> <b>Registrar URL: <a href="http://www.godaddy.com">http://www.godaddy.com</a></b> <b>Updated Date: 2020-01-06T13:45:34Z</b> <b>Creation Date: 2020-01-06T13:45:33Z</b> <b>Registrar Registration Expiration Date: 2022-01-06T13:45:33Z</b> <b>Registrar: GoDaddy.com, LLC</b> <b>Registrar IANA ID: 146</b> <b>Registrar Abuse Contact Email: <a href="mailto:abuse@godaddy.com">abuse@godaddy.com</a></b> <b>Registrar Abuse Contact Phone: +1.4806242505</b> <b>Domain Status: clientTransferProhibited <a href="http://www.icann.org/epp#clientTransferProhibited">http://www.icann.org/epp#clientTransferProhibited</a></b> <b>Domain Status: clientUpdateProhibited <a href="http://www.icann.org/epp#clientUpdateProhibited">http://www.icann.org/epp#clientUpdateProhibited</a></b> <b>Domain Status: clientRenewProhibited <a href="http://www.icann.org/epp#clientRenewProhibited">http://www.icann.org/epp#clientRenewProhibited</a></b> <b>Domain Status: clientDeleteProhibited <a href="http://www.icann.org/epp#clientDeleteProhibited">http://www.icann.org/epp#clientDeleteProhibited</a></b></p>

**Registry Registrant ID: Not Available From Registry**  
**Registrant Name: Registration Private**  
**Registrant Organization: Domains By Proxy, LLC**  
**Registrant Street: DomainsByProxy.com**  
**Registrant Street: 14455 N. Hayden Road**  
**Registrant City: Scottsdale**  
**Registrant State/Province: Arizona**  
**Registrant Postal Code: 85260**  
**Registrant Country: US**  
**Registrant Phone: +1.4806242599**  
**Registrant Phone Ext:**  
**Registrant Fax: +1.4806242598**  
**Registrant Fax Ext:**  
**Registrant Email: filedownloaderservers.com@domainsbyproxy.com**  
**Registry Admin ID: Not Available From Registry**  
**Admin Name: Registration Private**  
**Admin Organization: Domains By Proxy, LLC**  
**Admin Street: DomainsByProxy.com**  
**Admin Street: 14455 N. Hayden Road**  
**Admin City: Scottsdale**  
**Admin State/Province: Arizona**  
**Admin Postal Code: 85260**  
**Admin Country: US**  
**Admin Phone: +1.4806242599**  
**Admin Phone Ext:**  
**Admin Fax: +1.4806242598**  
**Admin Fax Ext:**  
**Admin Email: filedownloaderservers.com@domainsbyproxy.com**  
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**Tech Name: Registration Private**  
**Tech Organization: Domains By Proxy, LLC**  
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**Tech Country: US**  
**Tech Phone: +1.4806242599**  
**Tech Phone Ext:**  
**Tech Fax: +1.4806242598**  
**Tech Fax Ext:**  
**Tech Email: filedownloaderservers.com@domainsbyproxy.com**  
**Name Server: NS43.DOMAINCONTROL.COM**  
**Name Server: NS44.DOMAINCONTROL.COM**  
**DNSSEC: unsigned**  
**URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>**

<b>RAGNAROKFROMASGARD.COM</b>	<p>Domain Name: ragnarokfromasgard.com Registry Domain ID: 2516424808_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-04-19T15:20:41Z Creation Date: 2020-04-19T15:20:41Z Registrar Registration Expiration Date: 2022-04-19T15:20:41Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited Registry Registrant ID: Not Available From Registry Registrant Name: Ng Chee Hong Registrant Organization: None Registrant Street: No 81 Taman Sirih Jalan Padang Tembak Registrant City: Kepala Batas Registrant State/Province: Kedah Registrant Postal Code: 06200 Registrant Country: SG Registrant Phone: +60.149588378 Registrant Phone Ext: Registrant Fax: Registrant Fax Ext: Registrant Email: ragnarok3fv@protonmail.com Registry Admin ID: Not Available From Registry Admin Name: Ng Chee Hong Admin Organization: None Admin Street: No 81 Taman Sirih Jalan Padang Tembak Admin City: Kepala Batas Admin State/Province: Kedah Admin Postal Code: 06200 Admin Country: SG Admin Phone: +60.149588378 Admin Phone Ext: Admin Fax: Admin Fax Ext: Admin Email: ragnarok3fv@protonmail.com Registry Tech ID: Not Available From Registry Tech Name: Ng Chee Hong Tech Organization: None Tech Street: No 81 Taman Sirih Jalan Padang Tembak</p>
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	<p><b>Tech City: Kepala Batas</b>  <b>Tech State/Province: Kedah</b>  <b>Tech Postal Code: 06200</b>  <b>Tech Country: SG</b>  <b>Tech Phone: +60.149588378</b>  <b>Tech Phone Ext:</b>  <b>Tech Fax:</b>  <b>Tech Fax Ext:</b>  <b>Tech Email: ragnarok3fv@protonmail.com</b></p>
<p><b>XN--RFLEXION-BIA.COM</b></p>	<p><b>Domain Name: xn--rflexion-bia.com</b>  <b>Registry Domain ID: 2476172687_DOMAIN_COM-VRSN</b>  <b>Registrar WHOIS Server: whois.godaddy.com</b>  <b>Registrar URL: http://www.godaddy.com</b>  <b>Updated Date: 2020-01-05T16:16:19Z</b>  <b>Creation Date: 2020-01-05T16:16:18Z</b>  <b>Registrar Registration Expiration Date: 2021-01-05T16:16:18Z</b>  <b>Registrar: GoDaddy.com, LLC</b>  <b>Registrar IANA ID: 146</b>  <b>Registrar Abuse Contact Email: abuse@godaddy.com</b>  <b>Registrar Abuse Contact Phone: +1.4806242505</b>  <b>Domain Status: clientTransferProhibited</b>  <a href="http://www.icann.org/epp#clientTransferProhibited">http://www.icann.org/epp#clientTransferProhibited</a>  <b>Domain Status: clientUpdateProhibited</b>  <a href="http://www.icann.org/epp#clientUpdateProhibited">http://www.icann.org/epp#clientUpdateProhibited</a>  <b>Domain Status: clientRenewProhibited</b>  <a href="http://www.icann.org/epp#clientRenewProhibited">http://www.icann.org/epp#clientRenewProhibited</a>  <b>Domain Status: clientDeleteProhibited</b>  <a href="http://www.icann.org/epp#clientDeleteProhibited">http://www.icann.org/epp#clientDeleteProhibited</a>  <b>Registry Registrant ID: Not Available From Registry</b>  <b>Registrant Name: Registration Private</b>  <b>Registrant Organization: Domains By Proxy, LLC</b>  <b>Registrant Street: DomainsByProxy.com</b>  <b>Registrant Street: 14455 N. Hayden Road</b>  <b>Registrant City: Scottsdale</b>  <b>Registrant State/Province: Arizona</b>  <b>Registrant Postal Code: 85260</b>  <b>Registrant Country: US</b>  <b>Registrant Phone: +1.4806242599</b>  <b>Registrant Phone Ext:</b>  <b>Registrant Fax: +1.4806242598</b>  <b>Registrant Fax Ext:</b>  <b>Registrant Email: xn--rflexion-bia.com@domainsbyproxy.com</b>  <b>Registry Admin ID: Not Available From Registry</b>  <b>Admin Name: Registration Private</b>  <b>Admin Organization: Domains By Proxy, LLC</b>  <b>Admin Street: DomainsByProxy.com</b>  <b>Admin Street: 14455 N. Hayden Road</b></p>

	<p> <b>Admin City: Scottsdale</b>  <b>Admin State/Province: Arizona</b>  <b>Admin Postal Code: 85260</b>  <b>Admin Country: US</b>  <b>Admin Phone: +1.4806242599</b>  <b>Admin Phone Ext:</b>  <b>Admin Fax: +1.4806242598</b>  <b>Admin Fax Ext:</b>  <b>Admin Email: xn--rflexion-b1a.com@domainsbyproxy.com</b>  <b>Registry Tech ID: Not Available From Registry</b>  <b>Tech Name: Registration Private</b>  <b>Tech Organization: Domains By Proxy, LLC</b>  <b>Tech Street: DomainsByProxy.com</b>  <b>Tech Street: 14455 N. Hayden Road</b>  <b>Tech City: Scottsdale</b>  <b>Tech State/Province: Arizona</b>  <b>Tech Postal Code: 85260</b>  <b>Tech Country: US</b>  <b>Tech Phone: +1.4806242599</b>  <b>Tech Phone Ext:</b>  <b>Tech Fax: +1.4806242598</b>  <b>Tech Fax Ext:</b>  <b>Tech Email: xn--rflexion-b1a.com@domainsbyproxy.com</b>  <b>Name Server: NS43.DOMAINCONTROL.COM</b>  <b>Name Server: NS44.DOMAINCONTROL.COM</b>  <b>DNSSEC: unsigned</b>  <b>URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></b>  <b>&gt;&gt;&gt; Last update of WHOIS database: 2020-04-29T18:00:00Z &lt;&lt;&lt;</b> </p>
<p><b>RÉFLEXION.COM</b></p>	<p> <b>Domain Name: rflexion.com</b>  <b>Registry Domain ID: 2476172687_DOMAIN_COM-VRSN</b>  <b>Registrar WHOIS Server: whois.godaddy.com</b>  <b>Registrar URL: <a href="http://www.godaddy.com">http://www.godaddy.com</a></b>  <b>Updated Date: 2020-01-05T16:16:19Z</b>  <b>Creation Date: 2020-01-05T16:16:18Z</b>  <b>Registrar Registration Expiration Date: 2021-01-05T16:16:18Z</b>  <b>Registrar: GoDaddy.com, LLC</b>  <b>Registrar IANA ID: 146</b>  <b>Registrar Abuse Contact Email: <a href="mailto:abuse@godaddy.com">abuse@godaddy.com</a></b>  <b>Registrar Abuse Contact Phone: +1.4806242505</b>  <b>Domain Status: clientTransferProhibited</b>  <b><a href="http://www.icann.org/epp#clientTransferProhibited">http://www.icann.org/epp#clientTransferProhibited</a></b>  <b>Domain Status: clientUpdateProhibited</b>  <b><a href="http://www.icann.org/epp#clientUpdateProhibited">http://www.icann.org/epp#clientUpdateProhibited</a></b>  <b>Domain Status: clientRenewProhibited</b>  <b><a href="http://www.icann.org/epp#clientRenewProhibited">http://www.icann.org/epp#clientRenewProhibited</a></b>  <b>Domain Status: clientDeleteProhibited</b> </p>

<http://www.icann.org/epp#clientDeleteProhibited>  
Registry Registrant ID: Not Available From Registry  
Registrant Name: Registration Private  
Registrant Organization: Domains By Proxy, LLC  
Registrant Street: DomainsByProxy.com  
Registrant Street: 14455 N. Hayden Road  
Registrant City: Scottsdale  
Registrant State/Province: Arizona  
Registrant Postal Code: 85260  
Registrant Country: US  
Registrant Phone: +1.4806242599  
Registrant Phone Ext:  
Registrant Fax: +1.4806242598  
Registrant Fax Ext:  
Registrant Email: xn--rflexion-  
bla.com@domainsbyproxy.com  
Registry Admin ID: Not Available From Registry  
Admin Name: Registration Private  
Admin Organization: Domains By Proxy, LLC  
Admin Street: DomainsByProxy.com  
Admin Street: 14455 N. Hayden Road  
Admin City: Scottsdale  
Admin State/Province: Arizona  
Admin Postal Code: 85260  
Admin Country: US  
Admin Phone: +1.4806242599  
Admin Phone Ext:  
Admin Fax: +1.4806242598  
Admin Fax Ext:  
Admin Email: xn--rflexion-bla.com@domainsbyproxy.com  
Registry Tech ID: Not Available From Registry  
Tech Name: Registration Private  
Tech Organization: Domains By Proxy, LLC  
Tech Street: DomainsByProxy.com  
Tech Street: 14455 N. Hayden Road  
Tech City: Scottsdale  
Tech State/Province: Arizona  
Tech Postal Code: 85260  
Tech Country: US  
Tech Phone: +1.4806242599  
Tech Phone Ext:  
Tech Fax: +1.4806242598  
Tech Fax Ext:  
Tech Email: xn--rflexion-bla.com@domainsbyproxy.com  
Name Server: NS43.DOMAINCONTROL.COM  
Name Server: NS44.DOMAINCONTROL.COM  
DNSSEC: unsigned  
URL of the ICANN WHOIS Data Problem Reporting  
System: <http://wdprs.internic.net/>  
>>> Last update of WHOIS database: 2020-04-

	29T18:00:00Z <<<
FILEDOWNLOADERSERVERX.COM	<p>Domain Name: filedownloaderserverx.com Registry Domain ID: 2476552088_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-01-06T13:45:33Z Creation Date: 2020-01-06T13:45:33Z Registrar Registration Expiration Date: 2022-01-06T13:45:33Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited <a href="http://www.icann.org/epp#clientTransferProhibited">http://www.icann.org/epp#clientTransferProhibited</a> Domain Status: clientUpdateProhibited <a href="http://www.icann.org/epp#clientUpdateProhibited">http://www.icann.org/epp#clientUpdateProhibited</a> Domain Status: clientRenewProhibited <a href="http://www.icann.org/epp#clientRenewProhibited">http://www.icann.org/epp#clientRenewProhibited</a> Domain Status: clientDeleteProhibited <a href="http://www.icann.org/epp#clientDeleteProhibited">http://www.icann.org/epp#clientDeleteProhibited</a> Registry Registrant ID: Not Available From Registry Registrant Name: Registration Private Registrant Organization: Domains By Proxy, LLC Registrant Street: DomainsByProxy.com Registrant Street: 14455 N. Hayden Road Registrant City: Scottsdale Registrant State/Province: Arizona Registrant Postal Code: 85260 Registrant Country: US Registrant Phone: +1.4806242599 Registrant Phone Ext: Registrant Fax: +1.4806242598 Registrant Fax Ext: Registrant Email: filedownloaderserverx.com@domainsbyproxy.com Registry Admin ID: Not Available From Registry Admin Name: Registration Private Admin Organization: Domains By Proxy, LLC Admin Street: DomainsByProxy.com Admin Street: 14455 N. Hayden Road Admin City: Scottsdale Admin State/Province: Arizona Admin Postal Code: 85260 Admin Country: US Admin Phone: +1.4806242599 Admin Phone Ext: Admin Fax: +1.4806242598 Admin Fax Ext:</p>

	<p><b>Admin Email:</b> filedownloaderserverx.com@domainsbyproxy.com <b>Registry Tech ID:</b> Not Available From Registry <b>Tech Name:</b> Registration Private <b>Tech Organization:</b> Domains By Proxy, LLC <b>Tech Street:</b> DomainsByProxy.com <b>Tech Street:</b> 14455 N. Hayden Road <b>Tech City:</b> Scottsdale <b>Tech State/Province:</b> Arizona <b>Tech Postal Code:</b> 85260 <b>Tech Country:</b> US <b>Tech Phone:</b> +1.4806242599 <b>Tech Phone Ext:</b> <b>Tech Fax:</b> +1.4806242598 <b>Tech Fax Ext:</b> <b>Tech Email:</b> filedownloaderserverx.com@domainsbyproxy.com <b>Name Server:</b> NS43.DOMAINCONTROL.COM <b>Name Server:</b> NS44.DOMAINCONTROL.COM <b>DNSSEC:</b> unsigned <b>URL of the ICANN WHOIS Data Problem Reporting System:</b> <a href="http://wdpra.internic.net/">http://wdpra.internic.net/</a></p>
<b>FILEDOWNLOADERSERVER.COM</b>	<p><b>Domain Name:</b> filedownloaderserver.com <b>Registry Domain ID:</b> 2476552087_DOMAIN_COM-VRSN <b>Registrar WHOIS Server:</b> whois.godaddy.com <b>Registrar URL:</b> <a href="http://www.godaddy.com">http://www.godaddy.com</a> <b>Updated Date:</b> 2020-01-06T13:45:33Z <b>Creation Date:</b> 2020-01-06T13:45:33Z <b>Registrar Registration Expiration Date:</b> 2022-01-06T13:45:33Z <b>Registrar:</b> GoDaddy.com, LLC <b>Registrar IANA ID:</b> 146 <b>Registrar Abuse Contact Email:</b> <a href="mailto:abuse@godaddy.com">abuse@godaddy.com</a> <b>Registrar Abuse Contact Phone:</b> +1.4806242505 <b>Domain Status:</b> clientTransferProhibited <a href="http://www.icann.org/epp#clientTransferProhibited">http://www.icann.org/epp#clientTransferProhibited</a> <b>Domain Status:</b> clientUpdateProhibited <a href="http://www.icann.org/epp#clientUpdateProhibited">http://www.icann.org/epp#clientUpdateProhibited</a> <b>Domain Status:</b> clientRenewProhibited <a href="http://www.icann.org/epp#clientRenewProhibited">http://www.icann.org/epp#clientRenewProhibited</a> <b>Domain Status:</b> clientDeleteProhibited <a href="http://www.icann.org/epp#clientDeleteProhibited">http://www.icann.org/epp#clientDeleteProhibited</a> <b>Registry Registrant ID:</b> Not Available From Registry <b>Registrant Name:</b> Registration Private <b>Registrant Organization:</b> Domains By Proxy, LLC <b>Registrant Street:</b> DomainsByProxy.com <b>Registrant Street:</b> 14455 N. Hayden Road <b>Registrant City:</b> Scottsdale <b>Registrant State/Province:</b> Arizona</p>



	<p> <b>Registrant Postal Code: 85260</b>  <b>Registrant Country: US</b>  <b>Registrant Phone: +1.4806242599</b>  <b>Registrant Phone Ext:</b>  <b>Registrant Fax: +1.4806242598</b>  <b>Registrant Fax Ext:</b>  <b>Registrant Email:</b>  <b>filedownloaderserver.com@domainsbyproxy.com</b>  <b>Registry Admin ID: Not Available From Registry</b>  <b>Admin Name: Registration Private</b>  <b>Admin Organization: Domains By Proxy, LLC</b>  <b>Admin Street: DomainsByProxy.com</b>  <b>Admin Street: 14455 N. Hayden Road</b>  <b>Admin City: Scottsdale</b>  <b>Admin State/Province: Arizona</b>  <b>Admin Postal Code: 85260</b>  <b>Admin Country: US</b>  <b>Admin Phone: +1.4806242599</b>  <b>Admin Phone Ext:</b>  <b>Admin Fax: +1.4806242598</b>  <b>Admin Fax Ext:</b>  <b>Admin Email:</b>  <b>filedownloaderserver.com@domainsbyproxy.com</b>  <b>Registry Tech ID: Not Available From Registry</b>  <b>Tech Name: Registration Private</b>  <b>Tech Organization: Domains By Proxy, LLC</b>  <b>Tech Street: DomainsByProxy.com</b>  <b>Tech Street: 14455 N. Hayden Road</b>  <b>Tech City: Scottsdale</b>  <b>Tech State/Province: Arizona</b>  <b>Tech Postal Code: 85260</b>  <b>Tech Country: US</b>  <b>Tech Phone: +1.4806242599</b>  <b>Tech Phone Ext:</b>  <b>Tech Fax: +1.4806242598</b>  <b>Tech Fax Ext:</b>  <b>Tech Email:</b>  <b>filedownloaderserver.com@domainsbyproxy.com</b>  <b>Name Server: NS43.DOMAINCONTROL.COM</b>  <b>Name Server: NS44.DOMAINCONTROL.COM</b>  <b>DNSSEC: unsigned</b>  <b>URL of the ICANN WHOIS Data Problem Reporting</b>  <b>System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></b> </p>
<p><b>UPDATEFILESERVCROSS.COM</b></p>	<p> <b>Domain Name: updatefileservcross.com</b>  <b>Registry Domain ID: 2476552090_DOMAIN_COM-VRSN</b>  <b>Registrar WHOIS Server: whois.godaddy.com</b>  <b>Registrar URL: <a href="http://www.godaddy.com">http://www.godaddy.com</a></b>  <b>Updated Date: 2020-01-06T13:45:34Z</b>  <b>Creation Date: 2020-01-06T13:45:34Z</b> </p>

**Registrar Registration Expiration Date: 2022-01-06T13:45:34Z**  
**Registrar: GoDaddy.com, LLC**  
**Registrar IANA ID: 146**  
**Registrar Abuse Contact Email: abuse@godaddy.com**  
**Registrar Abuse Contact Phone: +1.4806242505**  
**Domain Status: clientTransferProhibited**  
**<http://www.icann.org/epp#clientTransferProhibited>**  
**Domain Status: clientUpdateProhibited**  
**<http://www.icann.org/epp#clientUpdateProhibited>**  
**Domain Status: clientRenewProhibited**  
**<http://www.icann.org/epp#clientRenewProhibited>**  
**Domain Status: clientDeleteProhibited**  
**<http://www.icann.org/epp#clientDeleteProhibited>**  
**Registry Registrant ID: Not Available From Registry**  
**Registrant Name: Registration Private**  
**Registrant Organization: Domains By Proxy, LLC**  
**Registrant Street: DomainsByProxy.com**  
**Registrant Street: 14455 N. Hayden Road**  
**Registrant City: Scottsdale**  
**Registrant State/Province: Arizona**  
**Registrant Postal Code: 85260**  
**Registrant Country: US**  
**Registrant Phone: +1.4806242599**  
**Registrant Phone Ext:**  
**Registrant Fax: +1.4806242598**  
**Registrant Fax Ext:**  
**Registrant Email:**  
**[updatefileservercross.com@domainsbyproxy.com](mailto:updatefileservercross.com@domainsbyproxy.com)**  
**Registry Admin ID: Not Available From Registry**  
**Admin Name: Registration Private**  
**Admin Organization: Domains By Proxy, LLC**  
**Admin Street: DomainsByProxy.com**  
**Admin Street: 14455 N. Hayden Road**  
**Admin City: Scottsdale**  
**Admin State/Province: Arizona**  
**Admin Postal Code: 85260**  
**Admin Country: US**  
**Admin Phone: +1.4806242599**  
**Admin Phone Ext:**  
**Admin Fax: +1.4806242598**  
**Admin Fax Ext:**  
**Admin Email:**  
**[updatefileservercross.com@domainsbyproxy.com](mailto:updatefileservercross.com@domainsbyproxy.com)**  
**Registry Tech ID: Not Available From Registry**  
**Tech Name: Registration Private**  
**Tech Organization: Domains By Proxy, LLC**  
**Tech Street: DomainsByProxy.com**  
**Tech Street: 14455 N. Hayden Road**  
**Tech City: Scottsdale**

	<p>Tech State/Province: Arizona Tech Postal Code: 85260 Tech Country: US Tech Phone: +1.4806242599 Tech Phone Ext: Tech Fax: +1.4806242598 Tech Fax Ext: Tech Email: updatefileservercross.com@domainsbyproxy.com Name Server: NS43.DOMAINCONTROL.COM Name Server: NS44.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></p>
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**.ME DOMAINS**

**Registry**  
Affix, Inc.  
300 Welsh Road  
Building 3, Suite 105  
Horsham, Pennsylvania 19044  
United States

<b>9SG.ME</b>	<p>Domain Name: 9sg.me Registry Domain ID: D42550000049999351-AGRS Registrar WHOIS Server: whois.godaddy.com Registrar URL: <a href="http://www.godaddy.com">http://www.godaddy.com</a> Updated Date: 2018-07-26T05:22:48Z Creation Date: 2018-07-26T05:22:48Z Registrar Registration Expiration Date: 2020-07-26T05:22:48Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: <a href="mailto:abuse@godaddy.com">abuse@godaddy.com</a> Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited <a href="http://www.icann.org/epp/#clientTransferProhibited">http://www.icann.org/epp/#clientTransferProhibited</a> Domain Status: clientUpdateProhibited <a href="http://www.icann.org/epp/#clientUpdateProhibited">http://www.icann.org/epp/#clientUpdateProhibited</a> Domain Status: clientRenewProhibited <a href="http://www.icann.org/epp/#clientRenewProhibited">http://www.icann.org/epp/#clientRenewProhibited</a> Domain Status: clientDeletesProhibited <a href="http://www.icann.org/epp/#clientDeletesProhibited">http://www.icann.org/epp/#clientDeletesProhibited</a> Registry Registrant ID: CR332646101 Registrant Name: Registration Private Registrant Organization: Domains By Proxy, LLC Registrant Street: DomainsByProxy.com</p>
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	<p><b>Registrant Street: 14455 N. Hayden Road</b> <b>Registrant City: Scottsdale</b> <b>Registrant State/Province: Arizona</b> <b>Registrant Postal Code: 85260</b> <b>Registrant Country: US</b> <b>Registrant Phone: +1.4806242599</b> <b>Registrant Phone Ext:</b> <b>Registrant Fax: +1.4806242598</b> <b>Registrant Fax Ext:</b> <b>Registrant Email: 9sg.me@domainsbyproxy.com</b> <b>Registry Admin ID: CR332646105</b> <b>Admin Name: Registration Private</b> <b>Admin Organization: Domains By Proxy, LLC</b> <b>Admin Street: DomainsByProxy.com</b> <b>Admin Street: 14455 N. Hayden Road</b> <b>Admin City: Scottsdale</b> <b>Admin State/Province: Arizona</b> <b>Admin Postal Code: 85260</b> <b>Admin Country: US</b> <b>Admin Phone: +1.4806242599</b> <b>Admin Phone Ext:</b> <b>Admin Fax: +1.4806242598</b> <b>Admin Fax Ext:</b> <b>Admin Email: 9sg.me@domainsbyproxy.com</b> <b>Registry Tech ID: CR332646103</b> <b>Tech Name: Registration Private</b> <b>Tech Organization: Domains By Proxy, LLC</b> <b>Tech Street: DomainsByProxy.com</b> <b>Tech Street: 14455 N. Hayden Road</b> <b>Tech City: Scottsdale</b> <b>Tech State/Province: Arizona</b> <b>Tech Postal Code: 85260</b> <b>Tech Country: US</b> <b>Tech Phone: +1.4806242599</b> <b>Tech Phone Ext:</b> <b>Tech Fax: +1.4806242598</b> <b>Tech Fax Ext:</b> <b>Tech Email: 9sg.me@domainsbyproxy.com</b> <b>Name Server: NS33.DOMAINCONTROL.COM</b> <b>Name Server: NS34.DOMAINCONTROL.COM</b> <b>DNSSEC: unsigned</b> <b>URL of the ICANN WHOIS Data Problem Reporting System: <a href="http://wdprs.internic.net/">http://wdprs.internic.net/</a></b> <b>&gt;&gt;&gt; Last update of WHOIS database: 2020-04-29T07:00:00Z &lt;&lt;&lt;</b></p>
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