

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

MICROSOFT CORPORATION, a
Washington corporation,

Plaintiff,

v.

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

Defendants.

2021 DEC -2 A 9:07

Civil Action No: 1:21-CV-1346 LMB/TCB

**FILED UNDER SEAL PURSUANT TO
LOCAL CIVIL RULE 5**

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

I, Gabriel M. Ramsey, 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") to operate a sophisticated Internet-based cybercriminal operation known as "Nickel." Nickel specializes in targeting, penetrating, and

stealing 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**” cybercrime group in August 2016 in the Eastern District of Virginia; and the “**Phosphorous**” cybercrime group in March 2019 in the District of the District of Columbia.

3. Based on my previous experience with similar cybercriminal defendants that conduct their operations using online command and control infrastructure consisting of a set of websites and domains, 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. Based on my prior experience, I am aware that similarly situated parties have attempted to evade relief upon receiving notice of actions like the instant matter.

4. For example, I am aware that the operators of the Rustock botnet—after learning of an attempt to disable the botnet—attempted to migrate that botnet’s command

and control infrastructure to new infrastructure and attempted to delete files from the seized host servers. I am also aware that the Dorkbot botnet's 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 in November 2015. Further, during the 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.

5. Microsoft's counsel has not attempted to provide notice of the TRO Application to Defendants, and I respectfully submit 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 a number of United States District Courts in the following matters: *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.); and *Microsoft Corporation v. John Does 1-2*, Case No. 1:19-cv-00716-ABJ (D.C. 2019) (Jackson, 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 command and control infrastructure of Nickel. The domains associated with Nickel's command and control 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 Christopher Coy, have worked to determine the true identities of Defendants. Based on my own research and based on Digital Crimes Unit's research regarding these domains, the WHOIS information associated with these domains is not public and the only way to make contact with Defendants are the registrant email contact facilities provided by the domain registrars and the email addresses provided by Defendants to the Internet domain name registrars during the domain name registration and maintenance process. At present, the only information available is email contact facilities and email addresses of Defendants. This information may further include individual and entity names, physical addresses, email addresses, facsimile numbers, and telephone numbers, which can only be obtained through a court order or subpoena.

8. To the extent Defendants have provided such information, the information

most likely to be accurate are e-mail 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 cybercrime in which domain or IP address 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/nickel. 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 set forth in the documents referenced in this communication. Microsoft alleges that Defendants have violated Federal and state law by hosting a cybercriminal operation through these Internet domains, causing unlawful intrusion into Microsoft and Microsoft's customers' computers and computing devices; 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 to take all steps necessary to disable access to and operation of these Internet domains to ensure that changes or access to the Internet domains cannot be made absent a court order and that all content and material associated with these Internet domains are to be isolated and preserved pending resolution of the dispute. Microsoft seeks a final judgment and permanent injunction, other equitable relief and damages. Full copies of the pleading documents are available at noticeofpleadings.com/Nickel."

- 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 LLP, 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 and registrars 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 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.”

**The 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. For example, registrar GoDaddy's Domain Name Registration Agreement, available at <https://www.godaddy.com/legal/agreements/domain-name-registration-agreement>, includes such provisions (Section 5) and its Universal Terms of Service, available at <https://www.godaddy.com/legal/agreements/universal-terms-of-service-agreement>, includes such provisions (Section 5). A true and correct copy of GoDaddy's Domain Name Registration Agreement is attached hereto as **Exhibit 7**, and a true and correct copy of its Universal Terms of Service is attached hereto as **Exhibit 8**. Similarly, registrar Enom's Registration Agreement, available at <https://www.enom.com/reseller/legal-policy-agreements/enom-registration-agreement/>, includes such provisions (Section 4). A true and correct copy of Enom's Registration Agreement is attached hereto as **Exhibit 9**.

29. Based on my past experience and my research of third parties that Defendants use to provide domain name services, other third party Internet hosting companies and 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, GoDaddy's Universal Terms of

Service (Section 5) prohibits, among other conduct, use of the registered domain for the following:

- a. Use that is illegal, or promotes or encourages illegal activity;
- b. Use that promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
- c. Use that infringes on the intellectual property rights of another User or any other person or entity;
- d. Use that violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
- e. Use that contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
- f. Use that performs any false, abusive or fraudulent activity.

31. Similarly, Enom's Registration Agreement (Section 4) prohibits, among other conduct, use of the registered domain for the following:

- a. Use for any unlawful or abusive purpose
- b. Use for the infringement of any intellectual property right or other right
- c. Use for the distribution of malware
- d. Use for the abusive operation of botnets
- e. Use for phishing
- f. Use for fraudulent or deceptive practices
- g. Use for any other activity in violation of any relevant laws, rules, or

regulations

32. GoDaddy's Domain Name Registration Agreement (Sections 1, 5, 8) and Enom's Registration Agreement (Sections 2, 4, 6) also provide that they may suspend or terminate its customer's services if that customer has been found to engage in prohibited conduct, and may provide notice of breach and termination of services by email.

33. Based on my past experience and my current research of other Internet domain registrars and hosting companies, and on information and belief, the other Internet domain registrars and hosting companies used by Defendants prohibit similar unlawful conduct.

III. OTHER AUTHORITY AND EVIDENCE

34. Attached hereto as Exhibit 10 is a true and correct copy of the Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction in the matter of *Microsoft Corp. v. John Does 1-2*, Case No. 1:20-cv-1217 (E.D.N.Y. 2020).

35. Attached hereto as Exhibit 11 is a true and correct copy of the Temporary Restraining Order and Order To Show Cause Re Preliminary Injunction in the matter of *Microsoft Corp. v. John Does 1-2*, Case No. 1:20-cv-730-CMH/JFA (E.D.V.A. 2020).

36. Attached hereto as Exhibit 12 is a true and correct copy of the Temporary Restraining Order and Order To Show Cause Re Preliminary Injunction in the matter of *Sophos Ltd. v. John Does 1-2*, Case No. 1:20-cv-502-LO/MSN (E.D.V.A. 2020).

37. Attached hereto as Exhibit 13 is a true and correct copy of the Temporary Restraining Order and Order To Show Cause Re Preliminary Injunction in the matter of *DXC Technology Comp. v. John Does 1-2*, Case No. 1:20-cv-814 (E.D.V.A. 2020) (Alston, 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 November, 2021 in San Francisco, California.



Gabriel M. Ramsey

APPENDIX A

.COM, .NET DOMAINS

VeriSign, Inc.
VeriSign Information Services, Inc.
12061 Bluemont Way
Reston, Virginia 20190
United States

primenuesty.com	Domain Name: primenuesty.com Registry Domain ID: 2579399497_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-09-17T02:35:21Z Creation Date: 2020-12-18T02:27:04Z Registrar Registration Expiration Date: 2022-12-18T02:27:04Z 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 Registrant Organization: Registrant State/Province: Registrant Country: PT Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=primenuesty.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=primenuesty.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=primenuesty.com Name Server: NS21.DOMAINCONTROL.COM Name Server: NS22.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
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beesweiserdog.com	<p> Domain Name: beesweiserdog.com Registry Domain ID: 2579399498_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-09-17T09:32:19Z Creation Date: 2020-12-18T02:27:04Z Registrar Registration Expiration Date: 2022-12-18T02:27:04Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Registrant Country: PT Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=beesweiserdog.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=beesweiserdog.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=beesweiserdog.com Name Server: NS21.DOMAINCONTROL.COM Name Server: NS22.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/ >>> Last update of WHOIS database: 2021-10-27T20:30:48Z <<< For more information on Whois status codes, please visit https://icann.org/epp </p>
bluehostfit.com	<p> Domain Name: bluehostfit.com Registry Domain ID: 2578968116_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com </p>

	Registrar URL: http://www.godaddy.com Updated Date: 2021-03-26T06:49:10Z Creation Date: 2020-12-15T22:20:50Z Registrar Registration Expiration Date: 2022-12-15T22:20:50Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Beijing Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=bluehostfit.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=bluehostfit.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=bluehostfit.com Name Server: NS01.DOMAINCONTROL.COM Name Server: NS02.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/
business-toys.com	Domain Name: business-toys.com Registry Domain ID: 2561049332_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-09-21T01:07:25Z Creation Date: 2020-09-20T19:54:28Z Registrar Registration Expiration Date: 2022-09-20T19:54:28Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com

	<p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province:</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=business-toys.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=business-toys.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=business-toys.com</p> <p>Name Server: NS35.DOMAINCONTROL.COM</p> <p>Name Server: NS36.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
cleanskycloud.com	<p>Domain Name: cleanskycloud.com</p> <p>Registry Domain ID: 2538226317_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-01-25T08:38:58Z</p> <p>Creation Date: 2020-06-15T02:21:36Z</p> <p>Registrar Registration Expiration Date: 2022-06-15T02:21:36Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p>

	<p>clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Fujian</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=cleanskycloud.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=cleanskycloud.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=cleanskycloud.com</p> <p>Name Server: NS67.DOMAINCONTROL.COM</p> <p>Name Server: NS68.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p> <p>>>> Last update of WHOIS database: 2021-10-27T20:32:07Z <<<</p> <p>For more information on Whois status codes, please visit http://icann.org/epp</p>
czreadsecurity.com	<p>Domain Name: czreadsecurity.com</p> <p>Registry Domain ID: 2565746605_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2020-10-14T08:55:33Z</p> <p>Creation Date: 2020-10-14T02:52:41Z</p> <p>Registrar Registration Expiration Date: 2021-10-14T02:52:41Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Guangxi</p> <p>Registrant Country: CN</p>

	<p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=czreadsecurity.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=czreadsecurity.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=czreadsecurity.com</p> <p>Name Server: NS17.DOMAINCONTROL.COM</p> <p>Name Server: NS18.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p> <p>>>> Last update of WHOIS database: 2021-10-27T20:32:48Z <<<</p> <p>For more information on Whois status codes, please visit https://icann.org/epp</p>
elcolector.com	<p>omain Name: elcolector.com</p> <p>Registry Domain ID: 2604797971_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-04-13T09:23:29Z</p> <p>Creation Date: 2021-04-13T04:11:47Z</p> <p>Registrar Registration Expiration Date: 2022-04-13T04:11:47Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Guangxi</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=elcolector.com</p> <p>Tech Email: Select Contact Domain Holder link at</p>

	<p>https://www.godaddy.com/whois/results.aspx?domain=elcolectador.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=elcolectador.com</p> <p>Name Server: NS27.DOMAINCONTROL.COM</p> <p>Name Server: NS28.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p> <p>>>> Last update of WHOIS database: 2021-10-27T20:33:38Z <<<</p> <p>For more information on Whois status codes, please visit http://icann.org/epp</p>
fheacor.com	<p>Domain Name: fheacor.com</p> <p>Registry Domain ID: 2443759095_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-09-17T07:12:49Z</p> <p>Creation Date: 2019-10-15T01:55:29Z</p> <p>Registrar Registration Expiration Date: 2022-10-15T01:55:29Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Fujian</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=fheacor.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=fheacor.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=fheacor.com</p>

	<p>or.com</p> <p>Name Server: NS53.DOMAINCONTROL.COM</p> <p>Name Server: NS54.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
francevrteepress.com	<p>Domain Name: francevrteepress.com</p> <p>Registry Domain ID: 2514229656_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-01-25T07:38:24Z</p> <p>Creation Date: 2020-04-13T04:36:53Z</p> <p>Registrar Registration Expiration Date: 2022-04-13T04:36:53Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Beijing</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=francevrteepress.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=francevrteepress.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=francevrteepress.com</p> <p>Name Server: NS35.DOMAINCONTROL.COM</p> <p>Name Server: NS36.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p> <p>>>> Last update of WHOIS database: 2021-10-27T20:34:32Z <<<</p>

	For more information on Whois status codes, please visit http://icann.org/epp
gardienweb.com	<p> Domain Name: gardienweb.com Registry Domain ID: 2455044810_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2019-11-14T03:33:07Z Creation Date: 2019-11-13T22:33:10Z Registrar Registration Expiration Date: 2021-11-13T22:33:10Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Shanghai Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=gardienweb.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=gardienweb.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=gardienweb.com Name Server: NS31.DOMAINCONTROL.COM Name Server: NS32.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/ </p>
heimflugaustr.com	<p> Domain Name: heimflugaustr.com Registry Domain ID: 2538226316_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-01-25T08:40:53Z Creation Date: 2020-06-15T02:21:35Z </p>

	Registrar Registration Expiration Date: 2022-06-15T02:21:35Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Fujian Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=heimflugastr.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=heimflugastr.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=heimflugastr.com Name Server: NS67.DOMAINCONTROL.COM Name Server: NS68.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/
ivpsers.com	Domain Name: ivpsers.com Registry Domain ID: 2437342802_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-09-17T07:12:49Z Creation Date: 2019-09-26T01:57:33Z Registrar Registration Expiration Date: 2022-09-26T01:57:33Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited

	<p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Fujian</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=ivpser.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=ivpser.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=ivpser.com</p> <p>Name Server: NS13.DOMAINCONTROL.COM</p> <p>Name Server: NS14.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
micrlmb.com	<p>Domain Name: micrlmb.com</p> <p>Registry Domain ID: 2014506531_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-01-19T09:44:02Z</p> <p>Creation Date: 2016-03-22T02:57:44Z</p> <p>Registrar Registration Expiration Date: 2022-03-22T02:57:44Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Beijing</p>

	<p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=micrlmb.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=micrlmb.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=micrlmb.com</p> <p>Name Server: NS03.DOMAINCONTROL.COM</p> <p>Name Server: NS04.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
muthesck.com	<p>Domain Name: muthesck.com</p> <p>Registry Domain ID: 2494791616_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-09-22T02:00:15Z</p> <p>Creation Date: 2020-02-20T04:17:56Z</p> <p>Registrar Registration Expiration Date: 2022-02-20T04:17:56Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Brussels</p> <p>Registrant Country: BE</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=muthesck.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=muthesck.com</p> <p>Admin Email: Select Contact Domain Holder link at</p>

	https://www.godaddy.com/whois/results.aspx?domain=muthesck.com Name Server: NS09.DOMAINCONTROL.COM Name Server: NS10.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/
netscalertech.com	Domain Name: netscalertech.com Registry Domain ID: 2482815370_DOMAIN_COM-VRSN Registrar WHOIS Server: WHOIS.ENOM.COM Registrar URL: WWW.ENOM.COM Updated Date: 2020-12-24T12:01:25.00Z Creation Date: 2020-01-21T07:53:00.00Z Registrar Registration Expiration Date: 2022-01-21T07:53:00.00Z Registrar: ENOM, INC. Registrar IANA ID: 48 Domain Status: ok https://www.icann.org/epp#ok Registrant Name: REDACTED FOR PRIVACY Registrant Organization: REDACTED FOR PRIVACY Registrant Street: REDACTED FOR PRIVACY Registrant Street: Registrant City: REDACTED FOR PRIVACY Registrant State/Province: MA Registrant Postal Code: REDACTED FOR PRIVACY Registrant Country: US Registrant Phone: REDACTED FOR PRIVACY Registrant Phone Ext: Registrant Fax: REDACTED FOR PRIVACY Registrant Email: https://tieredaccess.com/contact/36c7166e-a01d-4a90-bf26-4b20a8f93d0a Admin Name: REDACTED FOR PRIVACY Admin Organization: REDACTED FOR PRIVACY Admin Street: REDACTED FOR PRIVACY Admin Street: Admin City: REDACTED FOR PRIVACY Admin State/Province: REDACTED FOR PRIVACY Admin Postal Code: REDACTED FOR PRIVACY Admin Country: REDACTED FOR PRIVACY Admin Phone: REDACTED FOR PRIVACY Admin Phone Ext: Admin Fax: REDACTED FOR PRIVACY Admin Email: REDACTED FOR PRIVACY Tech Name: REDACTED FOR PRIVACY Tech Organization: REDACTED FOR PRIVACY

	<p> Tech Street: REDACTED FOR PRIVACY Tech Street: Tech City: REDACTED FOR PRIVACY Tech State/Province: REDACTED FOR PRIVACY Tech Postal Code: REDACTED FOR PRIVACY Tech Country: REDACTED FOR PRIVACY Tech Phone: REDACTED FOR PRIVACY Tech Phone Ext: Tech Fax: REDACTED FOR PRIVACY Tech Email: REDACTED FOR PRIVACY Name Server: DNS1.NAME-SERVICES.COM Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Name Server: DNS5.NAME-SERVICES.COM DNSSEC: unsigned Registrar Abuse Contact Email: abuse@enom.com Registrar Abuse Contact Phone: +1.4259744689 URL of the ICANN WHOIS Data Problem Reporting System : HTTP://WDPRS.INTERNIC.NET/ </p>
newgoldbalmap.com	<p> Domain Name: newgoldbalmap.com Registry Domain ID: 2552476561_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-07-06T08:02:26Z Creation Date: 2020-08-12T03:34:33Z Registrar Registration Expiration Date: 2022-08-12T03:34:33Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Guangxi Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=newg </p>

	<p>oldbalmap.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=newg-oldbalmap.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=newg-oldbalmap.com</p> <p>Name Server: NS21.DOMAINCONTROL.COM</p> <p>Name Server: NS22.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p> <p>>>> Last update of WHOIS database: 2021-10-27T20:37:04Z <<<</p> <p>For more information on Whois status codes, please visit https://icann.org/epp</p>
news-laestrella.com	<p>Domain Name: news-laestrella.com</p> <p>Registry Domain ID: 2497431532_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2020-12-25T00:56:25Z</p> <p>Creation Date: 2020-02-26T21:54:49Z</p> <p>Registrar Registration Expiration Date: 2022-02-26T21:54:49Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Gansu</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=news-laestrella.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=news-laestrella.com</p>

	<p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=news-laestrella.com</p> <p>Name Server: NS11.DOMAINCONTROL.COM</p> <p>Name Server: NS12.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p> <p>>>> Last update of WHOIS database: 2021-10-27T20:37:16Z <<<</p> <p>For more information on Whois status codes, please visit http://icann.org/epp</p>
opentanzanfoundation.com	<p>Domain Name: opentanzanfoundation.com</p> <p>Registry Domain ID: 2642968289_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-09-23T03:40:31Z</p> <p>Creation Date: 2021-09-22T22:21:17Z</p> <p>Registrar Registration Expiration Date: 2022-09-22T22:21:17Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Jiangxi</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=opentanzanfoundation.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=opentanzanfoundation.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=opentanzanfoundation.com</p> <p>Name Server: NS41.DOMAINCONTROL.COM</p>

	Name Server: NS42.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/ >>> Last update of WHOIS database: 2021-10-29T21:52:25Z <<< For more information on Whois status codes, please visit http://icann.org/epp
optonlinepress.com	Domain Name: opentanzanfoundation.com Registry Domain ID: 2642968289_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-09-23T03:40:31Z Creation Date: 2021-09-22T22:21:17Z Registrar Registration Expiration Date: 2022-09-22T22:21:17Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Jiangxi Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=opentanzanfoundation.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=opentanzanfoundation.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=opentanzanfoundation.com Name Server: NS41.DOMAINCONTROL.COM Name Server: NS42.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/

<p>palazzochigi.com</p>	<p>Domain Name: palazzochigi.com Registry Domain ID: 2556091097_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-08-28T06:42:10Z Creation Date: 2020-08-27T22:29:52Z Registrar Registration Expiration Date: 2022-08-27T22:29:52Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=palazzochigi.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=palazzochigi.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=palazzochigi.com Name Server: NS39.DOMAINCONTROL.COM Name Server: NS40.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
<p>pandemicacre.com</p>	<p>Domain Name: pandemicacre.com Registry Domain ID: 2565746617_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-08-17T09:41:13Z Creation Date: 2020-10-14T02:52:45Z Registrar Registration Expiration Date: 2022-10-14T02:52:45Z</p>

	<p>Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Guangxi Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=pandemicacre.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=pandemicacre.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=pandemicacre.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/</p>
papa-ser.com	<p>Domain Name: papa-ser.com Registry Domain ID: 2496683457_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-12-25T01:39:10Z Creation Date: 2020-02-25T03:49:12Z Registrar Registration Expiration Date: 2022-02-25T03:49:12Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p>

	Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Guangdong Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=papa-ser.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=papa-ser.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=papa-ser.com Name Server: NS41.DOMAINCONTROL.COM Name Server: NS42.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/
pekematclouds.com	Domain Name: pekematclouds.com Registry Domain ID: 2514229655_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-01-25T07:43:42Z Creation Date: 2020-04-13T04:36:53Z Registrar Registration Expiration Date: 2022-04-13T04:36:53Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Beijing Registrant Country: CN Registrant Email: Select Contact Domain Holder link at

	<p>https://www.godaddy.com/whois/results.aspx?domain=peke-matchclouds.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=peke-matchclouds.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=peke-matchclouds.com</p> <p>Name Server: NS35.DOMAINCONTROL.COM</p> <p>Name Server: NS36.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
pipcake.com	<p>Domain Name: pipcake.com</p> <p>Registry Domain ID: 2339451081_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-09-17T09:16:13Z</p> <p>Creation Date: 2018-12-03T08:14:20Z</p> <p>Registrar Registration Expiration Date: 2022-12-03T08:14:20Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province:</p> <p>Registrant Country: PT</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=pipcake.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=pipcake.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=pipcake.com</p>

	Name Server: NS53.DOMAINCONTROL.COM Name Server: NS54.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
popularservicenter.com	Domain Name: popularservicenter.com Registry Domain ID: 2565746608_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-07-06T08:02:54Z Creation Date: 2020-10-14T02:52:42Z Registrar Registration Expiration Date: 2022-10-14T02:52:42Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Guangxi Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=popularservicenter.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=popularservicenter.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=popularservicenter.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: 2021-10-27T20:39:15Z <<<

	For more information on Whois status codes, please visit http://icann.org/epp
projectsyndic.com	<p> Domain Name: projectsyndic.com Registry Domain ID: 2538227371_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-01-25T08:37:00Z Creation Date: 2020-06-15T02:33:49Z Registrar Registration Expiration Date: 2022-06-15T02:33:49Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Fujian Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=projectsyndic.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=projectsyndic.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=projectsyndic.com Name Server: NS67.DOMAINCONTROL.COM Name Server: NS68.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/ >>> Last update of WHOIS database: 2021-10-27T20:39:52Z <<< For more information on Whois status codes, please visit http://icann.org/epp </p>
qsadtv.com	<p> Domain Name: qsadtv.com Registry Domain ID: 1839567499 domain com-vrsn </p>

	Registrar WHOIS Server: whois.paycenter.com.cn Registrar URL: http://www.xinnet.com Updated Date: 2020-11-30T08:34:16Z Creation Date: 2013-12-18T08:42:20Z Registrar Registration Expiration Date: 2021-12-18T08:42:20Z Registrar: Xin Net Technology Corporation Registrar IANA ID: 120 Registrar Abuse Contact Email: supervision@xinnet.com Registrar Abuse Contact Phone: +86.4008182233 Reseller: Domain Status: ok https://www.icann.org/epp#ok Registry Registrant ID: REDACTED FOR PRIVACY Registrant Name: REDACTED FOR PRIVACY Registrant Organization: REDACTED FOR PRIVACY Registrant Street: REDACTED FOR PRIVACY Registrant State/Province: AH Registrant Postal Code: REDACTED FOR PRIVACY Registrant Country: CN Registrant Phone: REDACTED FOR PRIVACY Registrant Phone Ext: REDACTED FOR PRIVACY Registrant Fax: REDACTED FOR PRIVACY Registrant Fax Ext: REDACTED FOR PRIVACY Registrant Email: link at http://whois.xinnet.com/sendemail/q sadt tv.com Registry Admin ID: REDACTED FOR PRIVACY Admin Name: REDACTED FOR PRIVACY Admin Organization: REDACTED FOR PRIVACY Admin Street: REDACTED FOR PRIVACY Admin City: REDACTED FOR PRIVACY Admin State/Province: REDACTED FOR PRIVACY Admin PostalCode: REDACTED FOR PRIVACY Admin Country: REDACTED FOR PRIVACY Admin Phone: REDACTED FOR PRIVACY Admin Phone Ext: REDACTED FOR PRIVACY Admin Fax: REDACTED FOR PRIVACY Admin Fax Ext: REDACTED FOR PRIVACY Admin Email: link at http://whois.xinnet.com/sendemail/qsad tv.com Registry Tech ID: REDACTED FOR PRIVACY Tech Name: REDACTED FOR PRIVACY Tech Organization: REDACTED FOR PRIVACY Tech Street: REDACTED FOR PRIVACY Tech City: REDACTED FOR PRIVACY Tech State/Province: REDACTED FOR PRIVACY Tech PostalCode: REDACTED FOR PRIVACY
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	<p> Tech Country: REDACTED FOR PRIVACY Tech Phone: REDACTED FOR PRIVACY Tech Phone Ext: REDACTED FOR PRIVACY Tech Fax: REDACTED FOR PRIVACY Tech Fax Ext: REDACTED FOR PRIVACY Tech Email: link at http://whois.xinnet.com/sendemail/qsadtv.com Name Server: ns1.gnway.com Name Server: ns1.gnway.cn DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/ </p>
scielope.com	<p> Domain Name: scielope.com Registry Domain ID: 2451635946_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-09-29T07:28:57Z Creation Date: 2019-11-05T00:11:16Z Registrar Registration Expiration Date: 2022-11-05T00:11:16Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: rehab Registrant Country: BO Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=scielope.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=scielope.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=scielope.com </p>

	Name Server: NS65.DOMAINCONTROL.COM Name Server: NS66.DOMAINCONTROL.COM DNSSEC: unsignedURL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
seoamdcopywriting.com	Domain Name: seoamdcopywriting.com Registry Domain ID: 2550718929_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-03-26T00:14:59Z Creation Date: 2020-08-04T02:20:44Z Registrar Registration Expiration Date: 2022-08-04T02:20:44Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: jiulong Registrant Country: HK Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=seoamdcopywriting.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=seoamdcopywriting.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=seoamdcopywriting.com Name Server: NS49.DOMAINCONTROL.COM Name Server: NS50.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/ >>> Last update of WHOIS database: 2021-10-27T20:40:52Z <<<

	For more information on Whois status codes, please visit http://icann.org/epp
slidenshare.com	<p> Domain Name: slidenshare.com Registry Domain ID: 2550718928_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-03-26T00:10:06Z Creation Date: 2020-08-04T02:20:44Z Registrar Registration Expiration Date: 2022-08-04T02:20:44Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: jiulong Registrant Country: HK Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=slidenshare.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=slidenshare.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=slidenshare.com Name Server: NS21.DOMAINCONTROL.COM Name Server: NS22.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/ </p>
somoswake.com	<p> Domain Name: somoswake.com Registry Domain ID: 2550718924_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-03-25T09:13:58Z Creation Date: 2020-08-04T02:20:43Z </p>

	<p>Registrar Registration Expiration Date: 2022-08-04T02:20:43Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: jiulong</p> <p>Registrant Country: HK</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=somoswake.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=somoswake.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=somoswake.com</p> <p>Name Server: NS11.DOMAINCONTROL.COM</p> <p>Name Server: NS12.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
squarespacenow.com	<p>Domain Name: squarespacenow.com</p> <p>Registry Domain ID: 2578968112_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-03-26T00:04:43Z</p> <p>Creation Date: 2020-12-15T22:20:47Z</p> <p>Registrar Registration Expiration Date: 2022-12-15T22:20:47Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p>

	<p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Beijing</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=squarespacenow.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=squarespacenow.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=squarespacenow.com</p> <p>Name Server: NS31.DOMAINCONTROL.COM</p> <p>Name Server: NS32.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
subapostilla.com	<p>Domain Name: subapostilla.com</p> <p>Registry Domain ID: 2592130574_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-02-18T01:29:35Z</p> <p>Creation Date: 2021-02-17T20:21:35Z</p> <p>Registrar Registration Expiration Date: 2022-02-17T20:21:35Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Beijing</p>

	<p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=subapostilla.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=subapostilla.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=subapostilla.com</p> <p>Name Server: NS77.DOMAINCONTROL.COM</p> <p>Name Server: NS78.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p> <p>>>> Last update of WHOIS database: 2021-10-27T20:42:06Z <<<</p> <p>For more information on Whois status codes, please visit https://icann.org/epp</p>
suzukicycles.net	<p>Domain Name: suzukicycles.net</p> <p>Registry Domain ID: 2451284254_DOMAIN_NET-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-01-20T09:03:41Z</p> <p>Creation Date: 2019-11-04T08:13:36Z</p> <p>Registrar Registration Expiration Date: 2021-11-04T08:13:36Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Kentucky</p> <p>Registrant Country: US</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=suzukicycles.net</p>

	<p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=suzukicycles.net</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=suzukicycles.net</p> <p>Name Server: NS25.DOMAINCONTROL.COM</p> <p>Name Server: NS26.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
tatanotakeeps.com	<p>Domain Name: tatanotakeeps.com</p> <p>Registry Domain ID: 2384156074_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: WHOIS.ENOM.COM</p> <p>Registrar URL: WWW.ENOM.COM</p> <p>Updated Date: 2021-04-25T01:00:11.00Z</p> <p>Creation Date: 2019-04-25T07:52:00.00Z</p> <p>Registrar Registration Expiration Date: 2022-04-25T07:52:52.00Z</p> <p>Registrar: ENOM, INC.</p> <p>Registrar IANA ID: 48</p> <p>Domain Status: clientTransferProhibited https://www.icann.org/epp#clientTransferProhibited</p> <p>Registrant Name: REDACTED FOR PRIVACY</p> <p>Registrant Organization: REDACTED FOR PRIVACY</p> <p>Registrant Street: REDACTED FOR PRIVACY</p> <p>Registrant Street:</p> <p>Registrant City: REDACTED FOR PRIVACY</p> <p>Registrant State/Province: WI</p> <p>Registrant Postal Code: REDACTED FOR PRIVACY</p> <p>Registrant Country: US</p> <p>Registrant Phone: REDACTED FOR PRIVACY</p> <p>Registrant Phone Ext:</p> <p>Registrant Fax: REDACTED FOR PRIVACY</p> <p>Registrant Email: https://tieredaccess.com/contact/0cda1b74-a013-4048-8ae5-37fc47270e85</p> <p>Admin Name: REDACTED FOR PRIVACY</p> <p>Admin Organization: REDACTED FOR PRIVACY</p> <p>Admin Street: REDACTED FOR PRIVACY</p> <p>Admin Street:</p> <p>Admin City: REDACTED FOR PRIVACY</p> <p>Admin State/Province: REDACTED FOR PRIVACY</p> <p>Admin Postal Code: REDACTED FOR PRIVACY</p> <p>Admin Country: REDACTED FOR PRIVACY</p> <p>Admin Phone: REDACTED FOR PRIVACY</p>

	Admin Phone Ext: Admin Fax: REDACTED FOR PRIVACY Admin Email: REDACTED FOR PRIVACY Tech Name: REDACTED FOR PRIVACY Tech Organization: REDACTED FOR PRIVACY Tech Street: REDACTED FOR PRIVACY Tech Street: Tech City: REDACTED FOR PRIVACY Tech State/Province: REDACTED FOR PRIVACY Tech Postal Code: REDACTED FOR PRIVACY Tech Country: REDACTED FOR PRIVACY Tech Phone: REDACTED FOR PRIVACY Tech Phone Ext: Tech Fax: REDACTED FOR PRIVACY Tech Email: REDACTED FOR PRIVACY Name Server: DNS1.NAME-SERVICES.COM Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Name Server: DNS5.NAME-SERVICES.COM DNSSEC: unsigned Registrar Abuse Contact Email: abuse@enom.com Registrar Abuse Contact Phone: +1.4259744689 URL of the ICANN WHOIS Data Problem Reporting System : HTTP://WDPRS.INTERNIC.NET/
transactioninfo.net	Domain Name: transactioninfo.net Registry Domain ID: 2607722833_DOMAIN_NET-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-04-26T03:34:31Z Creation Date: 2021-04-25T22:32:23Z Registrar Registration Expiration Date: 2022-04-25T22:32:23Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited

	<p>Registrant Organization: Registrant State/Province: Guangxi Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=transactioninfo.net Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=transactioninfo.net Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=transactioninfo.net Name Server: NS63.DOMAINCONTROL.COM Name Server: NS64.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p>
headhunterblue.com	<p>Domain Name: headhunterblue.com Registry Domain ID: 2587613225_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-01-28T09:09:44Z Creation Date: 2021-01-28T02:28:33Z Registrar Registration Expiration Date: 2022-01-28T02:28:33Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Beijing Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=headhunterblue.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=headhunterblue.com</p>

	<p>unterblue.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=headh unterblue.com</p> <p>Name Server: NS75.DOMAINCONTROL.COM</p> <p>Name Server: NS76.DOMAINCONTROL.COM</p> <p>DNSSEC: unsigned</p> <p>URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/</p> <p>>>> Last update of WHOIS database: 2021-10-29T17:51:28Z <<<</p> <p>For more information on Whois status codes, please visit http://icann.org/epp</p>
adelluminate.com	<p>Domain Name: adelluminate.com</p> <p>Registry Domain ID: 2624694390_DOMAIN_COM-VRSN</p> <p>Registrar WHOIS Server: whois.godaddy.com</p> <p>Registrar URL: http://www.godaddy.com</p> <p>Updated Date: 2021-07-06T07:27:26Z</p> <p>Creation Date: 2021-07-06T02:02:56Z</p> <p>Registrar Registration Expiration Date: 2022-07-06T02:02:56Z</p> <p>Registrar: GoDaddy.com, LLC</p> <p>Registrar IANA ID: 146</p> <p>Registrar Abuse Contact Email: abuse@godaddy.com</p> <p>Registrar Abuse Contact Phone: +1.4806242505</p> <p>Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited</p> <p>Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited</p> <p>Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited</p> <p>Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited</p> <p>Registrant Organization:</p> <p>Registrant State/Province: Jiangsu</p> <p>Registrant Country: CN</p> <p>Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=adellu minate.com</p> <p>Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=adellu minate.com</p> <p>Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=adellu minate.com</p>

	Name Server: NS11.DOMAINCONTROL.COM Name Server: NS12.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/
eurolabspro.com	Domain Name: eurolabspro.com Registry Domain ID: 2567431353_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2021-03-26T06:59:41Z Creation Date: 2020-10-21T21:02:11Z Registrar Registration Expiration Date: 2022-10-21T21:02:11Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Registrant Country: VI Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=eurolabspro.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=eurolabspro.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=eurolabspro.com Name Server: NS75.DOMAINCONTROL.COM Name Server: NS76.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/
tijuanazxc.com	Domain Name: tijuanazxc.com Registry Domain ID: 1905508291_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com

	Registrar URL: http://www.godaddy.com Updated Date: 2021-01-19T09:41:26Z Creation Date: 2015-02-26T03:23:57Z Registrar Registration Expiration Date: 2022-02-26T03:23:57Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Registrant Organization: Registrant State/Province: Fujian Registrant Country: CN Registrant Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=tijuanazxc.com Tech Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=tijuanazxc.com Admin Email: Select Contact Domain Holder link at https://www.godaddy.com/whois/results.aspx?domain=tijuanazxc.com Name Server: NS65.DOMAINCONTROL.COM Name Server: NS66.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System : http://wdprs.internic.net/
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.ORG DOMAINS

Registry

Public Interest Registry (PIR)
1775 Wiehle Avenue
Suite 200
Reston, Virginia 20190
United States

elperuanos.org	<p> Domain Name: ELPERUANOS.ORG Registry Domain ID: D402200000014972892-LROR Registrar WHOIS Server: whois.godaddy Registrar URL: http://www.whois.godaddy.com Updated Date: 2021-03-26T00:22:52Z Creation Date: 2020-10-22T01:55:16Z Registry Expiry Date: 2022-10-22T01:55:16Z Registrar Registration Expiration Date: Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Reseller: Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Registrant Organization: Registrant State/Province: Registrant Country: AR Name Server: NS33.DOMAINCONTROL.COM Name Server: NS34.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form https://www.icann.org/wicf/ </p>
jkeducation.org	<p> Domain Name: JKEDUCATION.ORG Registry Domain ID: D402200000015213414-LROR Registrar WHOIS Server: whois.godaddy Registrar URL: http://www.whois.godaddy.com Updated Date: 2021-09-17T09:10:08Z Creation Date: 2020-11-19T08:18:46Z Registry Expiry Date: 2022-11-19T08:18:46Z Registrar Registration Expiration Date: Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Reseller: Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited </p>

	<p>ntRenewProhibited Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Registrant Organization: Registrant State/Province: Jiangsu Registrant Country: CN Name Server: NS53.DOMAINCONTROL.COM Name Server: NS54.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form https://www.icann.org/wicf/) >>> Last update of WHOIS database: 2021-10-29T23:30:30Z <<<</p>
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EXHIBIT 2

WHOIS Proxy/Privacy Abuse Study

Contents

1. Objective	1
2. Approach	2
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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

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

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

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-time¹ to record the Registrant 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.

¹ 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.

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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

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

- **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.

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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">1. <i>Suggest additional authoritative participants with global scope?</i>2. <i>Will participants be willing (or able) to collect representative data?</i>3. <i>Objective filtering methods or criteria to eliminate false positive reports?</i>4. <i>Other concerns or issues regarding viability of proposed study methods?</i> |
|--|

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

- 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

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

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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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?

Management Organization Chart	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.
Staff	
Careers	
▶ In Focus	
▶ For Journalists	
▶ Board	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.
▶ Accountability & Transparency	
▶ Governance	
▶ Groups	
▶ Contractual Compliance	
▶ Registrars	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.
Registries	
Operational Metrics	
▶ Identifier Systems Security, Stability and Resiliency (IS-SSR)	
▶ ccTLDs	<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.
▶ Internationalized Domain Names	
▶ Universal Acceptance Initiative	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.

- ▶ 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.

* 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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Learning	Customer Service	Accountability Mechanisms	Agreements	Domain Name Dispute Resolution
Participate	Security Team	Independent Review Process	AOC Review	Name Collision
Groups	PGP Keys	Request for Reconsideration	Annual Report	Registrar Problems
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President's Corner	Registry Liaison		Document Disclosure	
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Careers			Dashboard	
Newsletter	AOC Review		RFPs	
	Organizational Reviews		Litigation	
	Request a Speaker		Correspondence	
	For Journalists			

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

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

Approved by the ICANN Board on 27 June 2013

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.

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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), 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

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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

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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.

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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

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

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

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]

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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.

Approved by the ICANN Board on 27 June 2013

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 RESELLER¹
Domain Status: clientDeleteProhibited²
Domain Status: clientRenewProhibited
Domain Status: clientTransferProhibited
Registry Registrant ID: 5372808-ERL³
Registrant Name: EXAMPLE REGISTRANT⁴
Registrant Organization: EXAMPLE ORGANIZATION
Registrant Street: 123 EXAMPLE STREET
Registrant City: ANYTOWN
Registrant State/Province: AP⁵
Registrant Postal Code: A1A1A1⁶
Registrant Country: AA
Registrant Phone: +1.5555551212
Registrant Phone Ext: 1234⁷
Registrant Fax: +1.5555551213
Registrant Fax Ext: 4321
Registrant Email: EMAIL@EXAMPLE.TLD
Registry Admin ID: 5372809-ERL⁸

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

² Note: all applicable statuses must be displayed in the Whois output.

³ May be left blank if not available from Registry.

⁴ 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).

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

⁶ All "Postal Code" fields may be left blank if not available.

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

⁸ 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-ERL⁹
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.TLD¹⁰
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

⁹ May be left blank if not available from Registry.

¹⁰ 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 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
 - ▼ Domain Name Dispute Resolution
 - ▶ Charter Eligibility Dispute Resolution Policy
 - ▶ Eligibility Requirements Dispute Resolution Policy
 - ▶ Intellectual Property Defensive Registration Challenge Policy
- 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.
- 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 This Paragraph sets forth the type of disputes for which you are Providers required to submit to a mandatory administrative proceeding. These Provider proceedings will be conducted before one of the administrative-Approval dispute-resolution service providers listed at Process www.icann.org/en/dndr/udrp/approved-providers.htm (each, a Rules "Provider").

Principal 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 Proceedings Provider, in compliance with the Rules of Procedure, that Historical Documents

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)(xii) 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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Learning	Customer Service	Accountability Mechanisms	Agreements	Domain Name Dispute Resolution
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Groups	PGP Keys		Annual Report	Name Collision
Board	Certificate Authority	Request for Reconsideration	Financials	Registrar Problems
President's Corner	Registry Liaison	Ombudsman	Document Disclosure	WHOIS
Staff			Planning	
Careers			Dashboard	
Newsletter	AOC Review		RFPs	
	Organizational Reviews		Litigation	
	Request a Speaker		Correspondence	
	For Journalists			

EXHIBIT 6

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

This page is available in:

(/resources /accountability)	English العربية (http://www.icann.org/resources/pages/udrp-rules-2015-03-12-ar)
▶ Governance (/resources /pages /governance- 2012-02-25-en)	Español (http://www.icann.org/resources/pages/udrp-rules-2015-03-12-es) Français (http://www.icann.org/resources/pages/udrp-rules-2015-03-12-fr) 日本語 (http://www.icann.org/resources/pages/udrp-rules-2015-03-12-ja)
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Business (/resources /pages /business)	中文 (http://www.icann.org/resources/pages/udrp-rules-2015-03-12-zh)
▶ Contractual Compliance (/resources /pages /compliance- 2012-02-25-en)	As approved by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors on <u>28 September 2013</u> (/resources/board-material/resolutions-2013-09-28-en#1.c). 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 (/resources /pages /registrars- 0d-2012-02-25-en)	
▶ Registries (/resources /pages /registries- 46-2012-02-25-en)	
Operational Metrics (/resources /pages /metrics- gdd-2015-01-30-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.
▶ Identifier	1. Definitions

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

- ▶ ccTLDs
(/resources
/pages/cclds-
21-2012-02-25-en)
- ▶ Internationalized
Domain
Names
(/resources
/pages
/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)

► Help
(/resources
/pages/help-
2012-02-03-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.

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\(a\) \(/en/help/dndr/udrp/rules#2a\)](/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 \(/en/help/dndr/udrp/rules#19\)](/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).



YouTube
(<http://www.youtube.com/icannnews>)



Twitter
(<https://www.twitter.com/icann>)



LinkedIn
(<https://www.linkedin.com/company/icann>)



Flickr (<http://www.flickr.com/photos/icann>)



Facebook
(<http://www.facebook.com/icannorg>)



RSS Feeds (</en/news/rss>)



Community Wiki
(<https://community.icann.org>)



ICANN Blog (</news/blog>)

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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)

Who We Are	Contact Us	Accountability & Transparency	Governance	Help
Get Started (/get-started)	Offices (https://forms.icann.org/en/contact)	Accountability Mechanisms (/en/news/in-focus/accountability/mechanisms)	Documents (/en/about/governance)	Dispute Resolution (/en/help/dispute-resolution)
Learning (/en/about/learning)	Global Support (/resources/pages/customer-support-2015-06-22-en)	Independent Review Process (/resources/pages/irp-2012-02-25-en)	Agreements (/en/about/agreements)	Domain Name Dispute Resolution (/en/help/dndr)
Participate (/en/about/participate)	Security Team (/about/staff/security)	Request for Reconsideration (/groups/board/governance/reconsideration)	AOC Review (/en/about/aoc-review)	Name Collision (/en/help/name-collision)
Groups (https://www.icann.org/resources/pages/groups-2012-02-06-en)	PGP Keys (/en/contact/pgp-keys)	Ombudsman (/help/ombudsman)	Annual Report (/about/annual-report)	Registrar Problems (/en/news/announcements/announcement-06mar07-en.htm)
Board (/resources/pages/board-of-directors-2014-03-19-en)	Certificate Authority (/contact/certificate-authority)		Financials (/en/about/financials)	
President's Corner (/presidents-corner)	Registry Liaison (/resources/pages/contact-f2-2012-02-25-en)		Document Disclosure (/en/about/transparency)	
Staff (/en/about/staff)			Planning (/en/about/planning)	WHOIS (http://whois.icann.org/)
Careers (https://icann-openhire.silkroad.com/epostings/index.cfm?fuseaction=app.allpositions&company_id=1602&version=1)	AOC Review (http://forms.icann.org/en/about/aoc-review/contact)		Dashboard Beta (https://www.icann.org/dashboard)	
Newsletter (/en/news/newsletter)	Organizational Reviews (http://forms.icann.org/en/groups/reviews/contact)		RFPs (/en/news/rfps)	
Development and Public Responsibility (https://www.icann.org/development-and-public-responsibility)	Request a Speaker (http://forms.icann.org/en/contact/speakers)		Litigation (/en/news/litigation)	
	For Journalists (/en/news/press)		Correspondence (/en/news/correspondence)	

GoDaddy - DOMAIN NAME REGISTRATION AGREEMENT

Last Revised: 10/7/2021

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Domain Name Registration Agreement (this "Agreement") is entered into by and between GoDaddy.com, LLC, a Delaware limited liability company ("GoDaddy") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of GoDaddy's Domain Name Registration services (the "Domain Name Registration Services" or the "Services"). The terms "we", "us" or "our" shall refer to GoDaddy. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, which incorporates by reference each of (i) GoDaddy's Universal Terms of Service Agreement ("UTOS"), (ii) all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the top-level domain ("TLD") in which you register any domain ("Registry Policies"), and (iii) any plan limits, product disclaimers or other restrictions presented to you on the Domain Name Registration Services landing page of the GoDaddy website (this "Site").

TO LINK TO AND REVIEW THE REGISTRY POLICIES FOR THE TLD IN WHICH YOU WISH TO REGISTER A DOMAIN NAME, PLEASE CLICK [HERE](#).

You acknowledge and agree that (i) GoDaddy, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, GoDaddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Shopper Account") information, including your email address, current. GoDaddy assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address. GoDaddy is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar.

You acknowledge and agree that GoDaddy may modify this Agreement in order to comply with any terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the TLD or country code top level domain ("ccTLD") in question. The term "Registry Service Provider" shall refer to the service provider responsible for operating

and managing the registry services on behalf of the Registry Operator for its applicable TLD or ccTLD. To identify the sponsoring registrar, click [here](#).

2. PROVISIONS SPECIFIC TO ALL REGISTRATIONS

Unless otherwise noted, the provisions below in this Section 2 are generally applicable to all TLDs that we offer. Special provisions specific to any TLD or ccTLD (those in addition to posted Registry Policies) are identified elsewhere below in this Agreement.

1. **Registry Policies.** You agree to be bound by all Registry Policies (defined above in this Agreement) applicable to your domain name registration (at any level). IT IS YOUR RESPONSIBILITY TO VISIT THE APPLICABLE TLD SITE AND READ AND REVIEW ALL APPLICABLE REGISTRY POLICIES PRIOR TO YOUR REGISTRATION IN THE TLD. REGISTRY POLICIES FOR EACH TLD CAN BE FOUND BY VISITING THE CORRESPONDING TLD LINK LISTED [HERE](#). Notwithstanding anything in this Agreement to the contrary, the Registry Operator of the TLD in which the domain name registration is made is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the respective TLD. The third party beneficiary rights of the Registry Operator will survive any termination of this Agreement.
2. **Registration Requirements.** To the extent any TLD or ccTLD requires you meet eligibility (e.g., residency for .JP, .EU, etc.), validation (e.g., DNS validation) or other authentication requirements as a condition to registering a domain name in the TLD, you agree that by submitting an application or registering or renewing your domain name, you represent and warrant that: (a) all information provided to register or renew the domain name (including all supporting documents, if any) is true, complete and correct, and is not misleading in any way, and the application is made in good faith; (b) you meet, and will continue to meet, the eligibility criteria prescribed in the Registry Policies for the applicable TLD for the duration of the domain name registration; (c) you have not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application (if applicable); (d) you acknowledge and agree that even if the domain name is accepted for registration, your entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and (e) you acknowledge and agree that the Registry or the registrar can cancel the registration of the domain name if any of the warranties required are found to be untrue, incomplete, incorrect or misleading.
3. **Ownership.** You acknowledge and agree that registration of a domain name does not create any proprietary right for you, the registrar, or any other person in the name used as a domain name or the domain name registration and that the entry of a domain name in the Registry shall not be construed as evidence or ownership of the domain name registered as a domain name. You shall not in any way transfer or purport to transfer a proprietary right in any domain name registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration.

4. *ICANN Requirements*. You agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which each applicable Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and itself or any other arrangement with ICANN. For additional ICANN-related helpful information, please see [ICANN Education Materials](#) and [ICANN Benefits and Responsibilities](#).
5. *Indemnification of Registry*. You agree to indemnify, defend and hold harmless (within 30 days of demand) the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or Registry Operator's prior written consent, which consent shall not be unreasonably withheld, and you agree that these indemnification obligations shall survive the termination or expiration of the Agreement for any reason. IN NO EVENT SHALL THE REGISTRY OPERATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE DOMAIN NAME, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF THE REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. *Regulated TLDs*. For domain name registration in any "Regulated" TLD, you acknowledge and agree your registration is subject to the following additional requirements: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Regulated TLDs include: *.games, .juegos, .school, .schule, .toys, .eco, .care, .diet, .fitness, .health, .clinic, .dental, .healthcare, .capital, .cash, .broker, .claims, .exchange, .finance, .financial, .fund, .investments, .lease, .loans, .market, .money, .trading, .credit, .insure, .tax, .mortgage, .degree, .mba, .audio, .book, .broadway, .movie, .music, .software, .fashion, .video, .app, .art, .band, .cloud, .data, .digital, .fan, .free, .gratis, .discount, .sale, .media, .news, .online, .pictures, .radio, .show, .theater, .tours, .accountants, .architect, .associates, .broker, .legal, .realty, .vet, .engineering, .law, .limited, .show; .theater; .town, .city, .reise, and .reisen*

7. **Highly Regulated TLDs.** In addition to the requirements for Regulated TLDs, domain name registration in any Highly-Regulated TLD is subject to the following requirements: (a) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or Industry self-regulatory, bodies in their main place of business; (b) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and (c) you will report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve. Highly Regulated TLDs include: *.abogado*, *.attorney*, *.bank*, *.bet*, *.bingo*, *.casino*, *.charity* (and IDN equivalent), *.cpa*, *.corp*, *.creditcard*, *.creditunion*, *.dds*, *.dentist*, *.doctor*, *.fail*, *.gmbh*, *.gripe*, *.hospital*, *.inc*, *.insurance*, *.lawyer*, *.lifeinsurance*, *.llc*, *.llp*, *.ltda*, *.medical*, *.mutuelle*, *.pharmacy*, *.poker*, *.university*, *.sarl*, *.spreadbetting*, *.srl*, *.sucks*, *.surgery*, *.university*, *.vermogensberater*, *.versicherung*, and *.wtf*.

For *.doctor*, registrants who hold themselves out to be licensed medical practitioners must be able to demonstrate to the Registrar and Registry, upon request, that they hold the applicable license.

8. **Special Safeguard TLDs.** In addition to the requirements for Regulated and Highly-Regulated TLDs, by registering a domain name in any "Special-Safeguard" TLD, you agree to take reasonable steps to avoid misrepresenting or falsely implying that you or your business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist. Special Safeguard TLDs include: *.army*, *.navy*, *.airforce*
9. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, the Registry Operator for any TLD in which you register a domain name is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the TLD. Third party beneficiary rights of the Registry Operator shall survive any termination of this Agreement.
10. **Variable and Non-Uniform Pricing.** You acknowledge, understand and agree that certain domain names in certain TLDs are established by Registry Policies to be variably priced (i.e., standard v. premium names) and/or may have non-uniform renewal registration pricing (such that the Fee for a domain name registration renewal may differ from other domain names in the same TLD, e.g., renewal registration for one domain may be \$100.00 and \$33.00 for a different domain name).

3. FEES AND PAYMENTS

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees due for Services purchased or obtained at this Site at the time you order the Services. GoDaddy expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Unless otherwise specifically noted (for reasons such as those highlighted in Section 2(x) above), the renewal price for any domain name in any TLD will be the same as the list (non-sale) price shown when you search for and select a domain, and again in the cart prior to purchase. For example, if the list price is \$9.99, and a different renewal price is not specifically identified, then the renewal price is also \$9.99. Likewise, if a domain name has a sale price of \$8.99, with the list (non-sale) price shown (as a strike-through) at \$9.99, the renewal price will be \$9.99*.

* Renewal price subject to change prior to actual date of renewal.

For all other terms and conditions relating to fees, payment, refund and billing, etc. applicable to the Services offered under the scope of this Agreement, please refer to the “Fees and Payments” section of our [Universal Terms of Service](#).

(B) DOMAIN NAME RENEWAL TERMS_

When you register a domain name, you will have the following renewal options:

1. **Automatic Renewal.** Automatic Renewal is the default setting. Domain names will automatically renew, for a period equivalent to the length of your original domain name registration, and payment will be taken from the Payment Method you have on file with GoDaddy, at GoDaddy's then current rates. Thus, if you have chosen to register your domain name for one (1) year, GoDaddy will automatically renew it for one (1) year. If you have chosen to register your domain name for two (2) years, GoDaddy will automatically renew it for two (2) years, and so on. If you wish to change your automatic renewal term to a different period from your original term, as of 16 July 2020, you may manually renew the domain registration to establish a new default automatic renewal term for the domain.
2. **Manual Renewal.** If you have elected to turn off automatic renewal and cancel the product (i.e., cancel the domain name registration) effective at expiration of the then current term, you may nonetheless elect to manually renew the domain name at anytime prior to its expiration date by logging into your [Account Manager](#) and manually implementing the renewal or by calling customer service (should you in fact want the domain name to be renewed). If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

All renewals will be subject to the terms of this Agreement, as it may be amended from time to time, and you acknowledge and agree to be bound by the terms of this Agreement (as amended) for all renewed domains. Domain name renewals will be non-

refundable. In the event that we are unable to automatically renew your domain name for the renewal option selected for any reason, we may automatically renew your domain name for a period less than your original registration period to the extent necessary for the transaction to succeed. If for any reason GoDaddy is not able to take the payment from the Payment Method you have on file, and you fail to respond to our notices, your domain name registration will expire. It is your responsibility to keep your Payment Method information current, which includes the expiration date if you are using a credit card.

For certain ccTLDs

(.am, .at, .be, .br, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), renewal billing will occur on the first day of the month prior to the month of expiration.

For certain ccTLDs

(.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), renewal will occur, or must occur manually if the product was previously cancelled, no later than the 20th of the month prior to the expiration date, or your domain name will be placed in non-renewal status. For some ccTLDs (.es) renewal must be processed no later than seven days before the expiration date, or your domain name will be placed in non-renewal status. When the domain name is in non-renewal status, you can renew the domain name only by calling GoDaddy and requesting that the domain name be renewed. You cannot renew the domain name through your [Account Manager](#). If you fail to manually implement the renewal of any cancelled product before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

You agree that GoDaddy will not be responsible for cancelled domain names that you fail to renew in the timeframes indicated in this Agreement. In any case, if you fail to renew your domain name in a timely fashion, additional charges may apply. If you signed up for privacy services, protected registration, or any other similar service, with your domain name registration, these services will automatically be renewed when your domain name registration is up for renewal, and you will incur the applicable additional renewal fee unless you cancel in advance.

If you fail to renew your domain name in the timeframes indicated in this Agreement, you agree that GoDaddy may, in its sole discretion, renew your expired domain name on your behalf. If GoDaddy decides to renew your expired domain name on your behalf, you will have a Renewal Grace Period during which you must reimburse GoDaddy for the renewal and keep your domain name. The Renewal Grace Period is currently twelve (12) days but subject to change under the terms of this Agreement.

For certain ccTLDs

(.am, .at, .be, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co, .nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg) there is no Renewal Grace Period after the expiration date of the domain name. If you do not

reimburse GoDaddy for the renewal during the Renewal Grace Period your domain name will be placed on Hold and flagged for deletion after which you may have up to a 30-day redemption period to redeem your domain name, provided that your domain name is not subject to an expired domain name auction bid and you pay GoDaddy a Redemption fee.

The Redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the 30-day redemption period GoDaddy may, in its sole discretion, delete your domain name or transfer it to another registrant on your behalf. During the redemption period your domain name may be parked.

If your domain name is deleted, the Registry also provides a 30-day Redemption Grace Period during which you may pay GoDaddy a redemption fee and redeem your domain name. The redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the Registry's Redemption Grace Period the Registry will release your name and it will become available for registration on a first-come-first-served basis.

Renewal Grace Periods and Redemption Grace Periods vary for different ccTLDs. Please refer to the specific terms for the applicable TLD. In the event there is a conflict between the provisions of this paragraph and the ccTLD terms, the ccTLD terms shall control.

Our registration expiration notification policy and associated fees are described [here](#).

(C) FREE PRODUCT TERMS

In the event you are provided with free products with the registration of a domain name, you acknowledge and agree that such free products will only be available with a valid purchase and may be terminated in the event the domain name is deleted or cancelled. For free domain names, you acknowledge and agree that you may not change the account associated with such free domain for the first five (5) days after registration. In the event a free domain name is offered with the registration of another domain and if the paid domain name registered fails, then we may, in its sole discretion, either delete the registration of the free domain or refund the difference between the amount paid and the value of the free domain. Failed registrations associated with promotional offers may result in the deletion of the free or discounted item or an adjustment between the registered domain price and the value of the discounted item, in our sole discretion.

4. TERM OF AGREEMENT; TRANSFERS; DOMAIN TASTING

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through GoDaddy.

You agree that you will not transfer any domain name registered through GoDaddy to another domain name registrar during the first sixty (60) days after its initial registration

date. You agree that you may not transfer any domain name for ten (10) days after a Change of Account.

You further agree that you will not engage in "domain tasting" by using the five (5) day grace period in which a registrant may choose to cancel a domain name and get a full refund of the registration fee as a vehicle to test the marketability or viability of a domain name. If GoDaddy determines (which determination shall be made by GoDaddy in its sole and absolute discretion) that you have been engaging in "domain tasting", then GoDaddy reserves the right to (a) charge you a small fee (which fee shall be deducted from any refund issued) or (b) refuse your cancellation/refund request altogether. GoDaddy will not charge you a fee if GoDaddy cancels your domain name during the five (5) day grace period due to fraud or other activity outside of your control. The five (5) day grace period does not apply to Premium Domains, which are non-refundable.

You agree that GoDaddy shall not be bound by (i) any representations made by third parties who you may use to purchase services from GoDaddy, or (ii) any statements of a general nature, which may be posted on GoDaddy's website or contained in GoDaddy's promotional materials.

5. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION

You agree to notify GoDaddy 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 GoDaddy with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by GoDaddy to determine the validity of information provided by you, shall also be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. You agree to retain a copy for your record of the receipt for purchase of your domain name.

You agree that for each domain name registered by you, the following contact data is required: postal address, email address, telephone number, and if available, a facsimile number for the Registered Name Holder and, if different from the Registered Name Holder, the same contact information for, a technical contact, an administrative contact and a billing contact.

You acknowledge and agree that domain name registration requires that your contact information, in whole or in part, be shared with the registry operator, for their use, copying, distribution, publication, modification and other processing for the purpose of administration of the domain name registration, which may require such information be transferred back and forth across international borders, to and from the U.S. to the EU, for example. As required by ICANN or for certain ccTLDs

(.am, .com.au, .net.au, .org.au, .ca, .cz, .fr, .it, .jp, .co.jp, .kr, .co.kr, .ne.kr, .re.kr, .no, .co.nz, .net.nz, .org.nz, .vg, .se, .so, .sg, .com.sg, .tw, .com.tw, .net.tw, .org.tw, .uk, .co.uk, .

me.uk, .org.uk, .us), this information may be made publicly available by the registry operator via Whois or its successor protocol (collectively referred to as the "Whois" Directory) that is beyond, and not subject to, GoDaddy's control.

Both GoDaddy 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. Registrar will not process data in a way that is incompatible with this Agreement. Registrar will take reasonable precautions to protect data from loss or misuse.

You agree that for each domain name registered by you the following information could be made publicly available in the Whois Directory as determined by ICANN or registry policies and may be sold in bulk as set forth in the ICANN agreement:

- The domain name;
- Your name and postal address;
- The name, email address, postal address, voice and fax numbers for technical and administrative contacts;
- The Internet protocol numbers for the primary and secondary name servers;
- The corresponding names of the name servers; and
- The original date of registration and expiration date,
- Name of primary name server and secondary name server,
- Identity of the registrar.

You agree that, to the extent permitted by ICANN, GoDaddy 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.

You agree that GoDaddy has the right to make public and share with third parties certain information in connection with the sale or purchase of domain names on the website, including but not limited to (a) the name of the domain name sold or purchased, (b) the sale or purchase price of the domain name sold or purchased, and (c) information relating to the timing of the sale or purchase.

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, you hereby grant to us the right to disclose to third parties through an

interactive publicly accessible registration database the following information that you are required to provide when applying for a domain name:

11. The domain or sub-domain name(s) registered by you;
12. Your organization name, type and postal address;
13. The name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for your domain or sub-domain name(s);
14. The full hostnames and Internet protocol (IP) addresses of at least two (2) name server hosts (one primary and at least one secondary) for your domain or sub-domain name. Up to six (6) name servers may be specified. If a host has more than one (1) IP address, use a comma-separated list;
15. The corresponding names of those name servers;
16. The original creation date of the registration; and
17. The expiration date of the registration.

We may be required to make this information available in bulk form to third parties. We may also transfer or assign this information to CIRA or such other third party as we may decide, in our sole discretion.

6. DISPUTE RESOLUTION POLICY

You agree to be bound by our current Dispute Resolution Policy. This policy is incorporated herein and made a part of this Agreement. You can view the [Uniform Domain Name Dispute Resolution Policy](#) online. You agree that GoDaddy may from time to time modify its Dispute Resolution Policy. GoDaddy will post any changes to its Dispute Resolution Policy at least thirty (30) days before they become effective. You agree that by maintaining your domain name registrations with GoDaddy after the updated policy becomes effective that you agree to the Dispute Resolution policy as amended. You agree to review GoDaddy's website periodically to determine if changes have been made to the Dispute Resolution Policy. If you cancel or terminate your Services with GoDaddy as a result of the modified Dispute Resolution policy, no fees will be refunded to you. You also agree to submit to proceedings commenced under ICANN's Uniform Rapid Suspension System, if applicable.

You agree that if a dispute arises as a result of one (1) or more domain names you have registered using GoDaddy, you will indemnify, defend and hold GoDaddy harmless as provided for in this Agreement. You also agree that if GoDaddy is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a domain name registered by you using GoDaddy, that GoDaddy, in its sole discretion, may take whatever action GoDaddy deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. In this event you agree to hold GoDaddy harmless for any action taken by GoDaddy.

You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile, (2) where registrar is located or (3) where the registry operator is located (e.g., China for .CN, Columbia for .CO, UK for .EU, etc.).

In the case of .ca domain names, you agree that, if your use of the service or the registration of a .ca domain name is challenged by a third party, you will be subject to the provisions specified by CIRA in their dispute resolution policy, in effect at the time of the dispute.

7. TRANSFER OF DOMAIN NAMES

If you transfer any domain name, you agree to provide the information required by, and to abide by, the procedures and conditions set forth in our [Domain Name Transfer Agreement](#) and [Change of Registrant Agreement](#). You may view the latest versions of our Domain Name Transfer Agreement and Change of Registrant Agreement online. In order to further protect your domain name, any domain name registered with GoDaddy or transferred to GoDaddy shall be placed on lock status, unless an opted-out has occurred as defined in our Change of Registrant Agreement or Domain Name Proxy Agreement. The domain name must be placed on unlock status in order to initiate a transfer of the domain name away from GoDaddy to a new Registrar. You may log into your account with GoDaddy at any time after your domain name has been successfully transferred to GoDaddy, and change the status to unlock.

8. YOUR OBLIGATIONS; SUSPENSION OF SERVICES; BREACH OF AGREEMENT

You represent and warrant to the best of your knowledge that, neither the registration of the domain nor the manner it is directly or indirectly used, infringes the legal rights of any third party. You will comply with all applicable laws, including, but not limited to those relating to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, and disclosure of data and financial disclosures. If you collect and maintain sensitive health and financial data, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. You represent that you possess any necessary authorization, charter, license, and/or other related credential for participation in the sector associated with the associated registry tld string. You will report any material changes to the validity of your authorization, charter, license, and/or other related credential. You will indemnify and hold harmless the registrar and registry operator, and their 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 domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

You agree that, in addition to other events set forth in this Agreement:

18. Your ability to use any of the services provided by GoDaddy is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;

19. Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any GoDaddy procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by GoDaddy or the registry operator in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

You acknowledge and agree that GoDaddy and registry reserve the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on lock, hold or similar status, as either deems necessary, in the unlimited and sole discretion of either GoDaddy or the registry: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar, (iii) for the non-payment of fees to registry, (iv) to protect the integrity and stability of the registry, (v) to comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (vi) to comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement, (vii) to avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees, (viii) per the terms of this Agreement, (ix) following an occurrence of any of the prohibited activities described in Section 8 below, or (x) during the resolution of a dispute.

You agree that your failure to comply completely with the terms and conditions of this Agreement and any GoDaddy rule or policy may be considered by GoDaddy to be a material breach of this Agreement and GoDaddy may provide you with notice of such breach either in writing or electronically (i.e. email). In the event you do not provide GoDaddy with material evidence that you have not breached your obligations to GoDaddy within ten (10) business days, GoDaddy may terminate its relationship with you and take any remedial action available to GoDaddy under the applicable laws. Such remedial action may be implemented without notice to you and may include, but is not limited to, cancelling the registration of any of your domain names and discontinuing any services provided by GoDaddy to you. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.

GoDaddy's failure to act upon or notify you of any event, which may constitute a breach, shall not relieve you from or excuse you of the fact that you have committed a breach.

9. RESTRICTION OF SERVICES; RIGHT OF REFUSAL

If you are hosting your domain name system ("DNS") on GoDaddy's servers, or are using our systems to forward a domain name, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with GoDaddy, you are responsible for ensuring there is no excessive overloading on GoDaddy's servers. You may not use GoDaddy's servers and your domain name 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 GoDaddy reserves the right to deactivate your domain name from its DNS if GoDaddy deems it is the recipient of activities caused by your site that threaten the stability of its network.

You agree that GoDaddy, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. GoDaddy also may in its sole discretion and without liability to you delete the registration of any domain name during the first thirty (30) days after registration has taken place.

In the event GoDaddy refuses a registration or deletes an existing registration during the first thirty (30) days after registration, you will receive a refund of any fees paid to GoDaddy in connection with the registration either being cancelled or refused. In the event GoDaddy deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

10. DEFAULT SETTINGS; PARKED PAGE

Choosing Your Domain Name Settings. When you register a domain name with GoDaddy, you will be prompted to choose your domain name settings during the checkout process. If you plan on using another provider for your website or hosting needs, then you should enter the name servers of such provider when you choose your domain name settings. This will direct your domain name away from GoDaddy's name servers. If you are an existing GoDaddy customer and have already set up a customer profile designating your domain name settings for new domain name registrations, you will not need to complete this step again during the checkout process.

GoDaddy's Default Settings. If you do not direct your domain name away from GoDaddy's name servers as described above, GoDaddy will direct your domain name to a "Parked Page" ("Default Setting"). You acknowledge and agree that GoDaddy has the right to set the Default Setting.

Parked Page Default Setting. GoDaddy's Parked Page service is an online domain monetization system designed to generate revenue (through the use of pay per click advertising) from domain names that are not actively being used as websites. If your domain name is directed to a Parked Page, you acknowledge and agree that GoDaddy may display both (a) in-house advertising (which includes links to GoDaddy products and services) and (b) third-party advertising (which includes links to third-party products and services) on your Parked Page through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, or any other advertising means, and we may aggregate for our own use, related usage data by means of cookies and other similar means. In addition, you acknowledge and agree that all in-house and third-party advertising will be selected by GoDaddy and its advertising partners, as appropriate, and you will not be permitted to customize the advertising, or entitled to any compensation in exchange therefor. Please note that the third-party advertising displayed on GoDaddy's Parked Pages may contain content offensive to you, including but not limited to links to adult content. GoDaddy makes no effort to edit, control, monitor, or restrict the content and third-party advertising displayed on

GoDaddy's Parked Pages, and expressly disclaims any liability or responsibility to you or any third party in connection therewith.

Changing GoDaddy's Default Settings. You may change GoDaddy's Default Settings at any time during the term of your domain name registration.

20. Content Displaying On Your Parked Page. You can not modify the content displaying on your Parked Page. You may select one of the other options listed below.
21. Participating In Domain Name Monetization. If you wish to participate in the domain monetization potential presented by GoDaddy's Parked Page service, please review and consider purchasing our CashParking® service.
22. No Content. If the options listed above are not acceptable to you, please contact customer support to learn what other options might be available to you.

Return To Parked Page Default Setting Upon Domain Name Expiration. Upon domain name expiration, and regardless of how you use your domain name during the term of your domain name registration, your domain name will automatically return to the Parked Page Default Setting described above. As used in this paragraph, "expiration" is deemed to include any "renewal period" or "redemption period" immediately after the domain name expires, but before the domain name is returned to the registry. Once your domain name has returned to the Parked Page Default Setting described above, the only way to opt out of the Parked Page service is to renew, redeem, or re-register your domain name in accordance with Section 2(B), Domain Name Renewal Terms, of this Agreement.

11. DOMAIN ADD-ONS

Business Registration: Business registration allows You to display additional information about the business that is the basis of Your domain name, including, but not limited to, such information as Your fax number, street address, and hours of operation.

Expiration Consolidation. You understand and acknowledge the expiration consolidation service may only be used to consolidate the expiration of .com and .net domain names. The service may not be used to consolidate domains that are on Registrar HOLD, Registry HOLD, or pending Transfer status. You acknowledge the service may only be used to push the expiration date of Your domains forward in time, at least one (1) month forward and no more than ten (10) years forward, and then, only for a period lasting less than twelve (12) months. Once the service has been used to consolidate domains, the new expiration date may not be reversed. To ensure the service is not abused or used as an alternative to renewals, you may only use the service on each domain once in any 12-month period. The service may only be used on domain names that have not passed their expiration date. In order to change the expiration date again, You will be required to renew the domain name first. You further understand and acknowledge the service may only be used to coordinate domains where we are the registrar of record. Domains not registered with us must be transferred before we can perform the Service.

Discount Domain Club Basic. The Discount Domain Club membership includes the purchase of discounted products and services from us, including discounts on certain domain registrations. Eligible TLDs include .COM, .NET, .ORG, .INFO, .BIZ, .CO, .CA, .COM.AU, .CO.UK, .US, .IN. Any available discount applies only to registration fees and will not apply to any commission fees. You are required to keep Your membership current as long as You have free or discounted products or services that are purchased with us. If You fail to renew Your membership, without canceling Your discounted domain registration or other services, we will automatically renew Your products and services at the regular pricing in effect at the time of renewal, charging the Payment Method on file for You, and You will be unable to purchase any more discounted products or services, or use Your free accounts until the Membership Agreement fee has been paid. All membership fees are non-refundable.

Discount Domain Club Premium. The Discount Domain Club membership includes, the purchase of discounted products and services from us, including discounts on selected domain registrations, one (1) free Auctions account, one (1) free CashParking account, and discounts on Domain Brokerage Service. Any available discount applies only to upfront Broker Service Fee and will not apply to any commission fees. You are required to keep Your membership current as long as You have free or discounted products or services that are purchased with us. If You fail to renew Your membership, without canceling Your discounted domain registration or other services, we will automatically renew Your products and services at the regular pricing in effect at the time of renewal, charging the Payment Method on file for You, and You will be unable to purchase any more discounted products or services, or use Your free accounts until the Membership Agreement fee has been paid. All membership fees are non-refundable.

Backordering/Monitoring. You agree a domain name that has expired shall be subject first to a grace period of twelve (12) days, followed by the ICANN-mandated redemption grace period of thirty (30) days. During this period of time, the current domain name registrant may renew the domain name and retain registration rights. We do not guarantee your backorder will result in you obtaining the domain name and expressly reserves the right to (a) refuse additional backorders or (b) cancel existing backorders at any time for any reason. If your backorder is refused or cancelled, we agree to promptly refund any fees paid for such domain name backorder. The domain name may also be placed in a secondary market for resale through the Auctions® service. After your first year of Auctions membership, you agree that unless otherwise advised, we will automatically renew your Auctions membership using the payment method you have on file for so long as your backorder credit is active. You may learn more about Auctions by visiting the Auctions website. The domain name may also be subject to a drop pool process before it is available for purchasing. You understand we and our registrar affiliates use our services, including backordering. Therefore, the domain name may be registered with a different registrar, but can be managed through your account. By using the Services, you will be able to, among other things:

23. Backorder any domain name under the top level domains .COM, .NET, .US, .BIZ, .INFO, .ORG, .MOBI. A backorder for a domain name will include the price of up to a one-year domain name registration. Should you successfully backorder any domain name, you will be subject to the terms and conditions of the Domain Name Registration and related agreements, which are incorporated herein by reference.
24. Change your backorder until you obtain a domain name. You will have the opportunity to change the credit to a different domain name until you successfully capture one. After three (3) years, if the credit is not used, we reserves the right to remove the credit.
25. Monitor your currently registered domain names for changes in registrar, status, expiration date or name servers at no additional cost.
26. Subscribe to Domain Alert Pro or monitoring, which enables you to monitor any currently registered domain name, regardless of registrar, for historical tracking of status changes and designation of multiple email notification addresses.

Domain Ownership Protection. Domain Ownership Protection generally allows You to: (i) prevent accidental loss of a domain name due to an expired credit card or invalid payment method for a period of ninety (90) days before the domain goes through its normal expiration process; and (ii) lock your domain name to your account.

THE SERVICE WILL NOT, HOWEVER, PREVENT TRANSFERS RESULTING FROM YOUR ACTION OF LISTING YOUR DOMAIN FOR SALE ON ANY OF GODADDY'S PLATFORMS, INCLUDING PREMIUM LISTINGS, REGARDLESS OF WHEN YOU PURCHASED THE SERVICE.

Once you have elected to purchase the Service for any and all domain names, the automatic renewal function will be activated for each domain name and those names will not be transferable until You elect to remove the service or sell the domain as mentioned above. Accordingly, You acknowledge and agree You have carefully considered the implications accompanying the purchase of the Service and understand the restrictions the Service will place upon Your ability to transfer any domains for which You have purchased the Service. Furthermore, you acknowledge and agree that the Service includes additional steps to verify your registration rights prior to deactivation. While You can elect to deactivate the Service at any time, you also acknowledge and agree that the Service is subject to our Refund Policy, and that you may not be entitled to a refund.

Premium Domain Listing and Buying Services.

27. **Description of Service.** The Premium Domain Buying Service ("Service") is provided to facilitate the buying of currently registered domain names only, and not the purchase or sale of associated website content.. GoDaddy provides a venue and a transaction facilitation process and will take a stated commission for each completed transaction. GoDaddy is not an escrow agent. As a result, GoDaddy does not guarantee the quality, safety or legality of many of the domain names. Domain names listed may be withdrawn at any time by the seller or by us. You acknowledge and agree that your transaction will

be handled by GoDaddy's "Transaction Assurance" process. By using GoDaddy's "Transaction Assurance" process, you authorize GoDaddy to perform tasks on your behalf in order to complete the transaction. In these transactions, GoDaddy acts as a transaction facilitator to help you buy and sell domain names. GoDaddy will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge GoDaddy is not a bank and the service is a payment processing service rather than a banking service. You further acknowledge GoDaddy is not acting as a trustee, fiduciary or escrow with respect to your funds. In all transactions, where the domain name is registered to us, domain names purchased through the Service may not be transferred away from us to another registrar for a period of sixty (60) days following the change of registrant date.

28. Your Obligations.

Purchasing Domain Names. As a Buyer, You are obligated to complete the transaction if You purchase the domain name. You acknowledge that some listed domain names may be subject to an additional registration fee. For those domain names, the registration fee will be added to the price to form the purchase price. You agree that by completing the transaction, You are responsible for payment of the registration fee. We will obtain the funds first by the Payment Method You have designated. If there are insufficient funds or invalid credit card information, we may obtain the remaining funds by charging any Payment Method You have on file.

GoDaddy will remit payment of the full agreed upon purchase price minus any commissions to the Seller after a prescribed period of time after receiving funds from the Buyer, except in the event of a dispute or where the payment is suspected to be fraudulent, as determined by GoDaddy in its sole and absolute discretion. At no time will You be able to withdraw those funds or send the funds to another recipient unless the initial transaction is canceled. **Transfer of Registration Rights.** We are not the registrant of all of the domain names listed on the Site and cannot guarantee immediate transfer. For domain names in which we are the registrant, transfer of registration will begin upon completion of the check out procedure. Further, the transfer by us of any domain name to a buyer is done without warranty and we expressly waive any and all warranties or representations that a domain name does not infringe upon the intellectual property rights of a third party. Any Domain Ownership Protection service that is present on the domain will not prevent you from listing the domain name and having the registration rights transferred away from You. GoDaddy is not responsible and disclaims all liability in the event that the domain name transaction fails to complete due to breach by either the Buyer or the Seller of its respective obligations. Buyer acknowledges and agrees that Buyer does not obtain any rights in the registration of a domain name until the transaction is complete.

Transfer of Registration Rights. We are not the registrant of all of the domain names listed on the Site and cannot guarantee immediate transfer. For domain names in which we are the registrant, transfer of registration will begin upon completion of the check out procedure. Further, the transfer by us of any domain name to a buyer is done without

warranty and we expressly waive any and all warranties or representations that a domain name does not infringe upon the intellectual property rights of a third party. Any Domain Ownership Protection service that is present on the domain will not prevent you from listing the domain name and having the registration rights transferred away from You.

GoDaddy is not responsible and disclaims all liability in the event that the domain name transaction fails to complete due to breach by either the Buyer or the Seller of its respective obligations. Buyer acknowledges and agrees that Buyer does not obtain any rights in the registration of a domain name until the transaction is complete.

Selling Domain Names. As a Seller, You are obligated to complete the transaction if the Buyer commits to purchase the domain at an agreed upon purchase price. You authorize GoDaddy to perform tasks on your behalf as part of its "Transaction Assurance" process including making deposits. You must, at the time of listing of Your domain name, establish a payee account.

After a fraud holding period, if no fraud has been detected, payments for completed domain name sales will be credited to your payee account and paid according to the payment method selected in your payee account.

You hereby authorize GoDaddy to initiate and post (i) credit (positive) entries for payments to the deposit account and (ii) debit (negative) entries to the deposit account to reverse erroneous payments and/or make adjustments to incorrect payments. You acknowledge and agree that the amount initiated and posted to the deposit account will represent payment for domain names sold using the Services, less any applicable fees and/or chargebacks. You acknowledge and agree that there may be a delay of several days between the time that GoDaddy initiates the payment of proceeds and the time that the proceeds are actually posted to the deposit account, and GoDaddy expressly disclaims any liability or responsibility regarding the same.

The authority granted to GoDaddy by the deposit account owner herein will remain in full force and effect until GoDaddy has received written notification from the deposit account owner that such authority has been revoked, but in any event, such writing shall be provided in such a manner as to afford GoDaddy a reasonable opportunity to act on such revocation, or until GoDaddy has sent notice to terminate this Agreement. GoDaddy will not release the domain name to Buyer until receipt of confirmation that the funds have been verified.

Transfer Validation The transfer validation service is provided to help You keep Your domain name secure. By choosing to use the service, You are making an explicit and voluntary request to us to deny all attempts to transfer Your domain name to another registrar, or to move Your domain name to another account, unless You verify each request as described herein. You will provide us with a contact name, phone number and PIN for domain transfer validations. You will be contacted by us when a domain transfer is requested for a domain name in Your account.

When we receive a transfer request, we will call You to verify the transfer request. If we cannot reach You with seventy-two (72) hours of receipt of the transfer request, the transfer will be denied. If You do not provide the proper PIN, the transfer will be denied. When we receive a change of account request, we will call You to verify the change request. If we cannot reach You with seventy-two (72) hours of receipt of the change request, the change will be denied. If You do not provide the proper PIN, the change will be denied. Availability of Services are subject to the terms and conditions of this Agreement and each of our policies and procedures. We shall use commercially reasonable efforts to attempt to provide certain portions of the Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement and other portions of the service, during normal business hours.

You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that we may undertake from time to time; or (iii) causes beyond the reasonable control of us or that are not reasonably foreseeable by us, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we has no control over the availability of the service on a continuous or uninterrupted basis.

Total/Premium DNS. Total DNS is a complete Domain Name System ("DNS") tool that allows you to manage your DNS and keep your website and web-based applications available and performing reliably. The service is provided "as is", "as available", and "with all faults", and we assume no liability or responsibility regarding the same.

In addition, you specifically acknowledge and agree that we shall have no liability or responsibility for any:

29. Service interruptions caused by periodic maintenance, repairs or replacements of the Global Nameserver Infrastructure (defined below) that we may undertake from time to time;
30. Service interruptions caused by you from custom scripting, coding, programming or configurations;
31. Service interruptions caused by you from the installation of third-party applications;
32. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol ("FTP") and email; or
33. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Subject to the provisions of Force Majeure below, we offer a service uptime guarantee ("Service Uptime Guarantee") for paid services of 99.999% availability (defined below). You shall receive service credits for any Outage (defined below) of the service covered

by the Service Uptime Guarantee. The service credits shall be applied as extensions to the terms of the affected Service. The Service Uptime Guarantee shall become effective fourteen (14) days after your purchase of the Service covered by the Service Uptime Guarantee to allow both parties time to properly configure and test the Service.

Definitions. For the purposes of the Service Uptime Guarantee, the following definitions shall apply:

- 34. **“Global Nameserver Infrastructure”**: The group of systems (servers, hardware, and associated software) that are responsible for delivering the Services. The Global Nameserver Infrastructure does not include web-based user interfaces, zone transfer mechanisms, update systems, or other customer-accessible data access or manipulation methods.
- 35. **“99.999% availability”**: A guarantee that the Global Nameserver Infrastructure shall be available to respond to DNS queries 99.999% of the time.
- 36. **“Outage”**: A period in which the Global Nameserver Infrastructure did not maintain 99.999% availability.

Exclusions. For the purposes of the Service Uptime Guarantee, downtime due to the following events shall not be considered an Outage:

- 37. Service interruptions caused by **“Regularly Scheduled Maintenance”**, which shall be defined as any maintenance performed on the Global Nameserver Infrastructure of which customer is notified twenty-four (24) hours in advance. Email notice of Regularly Scheduled Maintenance shall be provided to customer’s designated email address;
- 38. Service interruptions caused by you from custom scripting, coding, programming or configurations;
- 39. Service interruptions caused by you from the installation of third-party applications;
- 40. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol (**“FTP”**) and email; or
- 41. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

We, in our sole and absolute discretion, shall determine whether an event shall be considered an Outage.

Remedies. For the purposes of the Service Uptime Guarantee, when the customer becomes aware of an Outage, the customer shall open a ticket with our technical support services within five (5) calendar days of the Outage. If we determine that an Outage did occur, then the customer shall receive a service credit in the amount of two (2) months for any affected Services. The service credit shall be applied as an extension to the term of the affected Services. A customer’s Account shall not be credited more than once per month under the Service Uptime Guarantee.

To qualify for a service credit, you must have a current and valid subscription to the Services affected, and must have an Account in good standing with us. Service credits will not apply to any charges or Services other than the Services for which the Service Uptime Guarantee was not met. Customers with subscriptions for more than one Service will not receive credits for unaffected Services. The remedies set forth herein shall be the sole and exclusive remedies if we do not meet the Service Uptime Guarantee.

In the event either party is unable to carry out its material obligations under this Agreement by reason of Force Majeure those obligations will be suspended during the continuance of the Force Majeure, provided the cause of the Force Majeure is remedied as quickly as practicable. The term “Force Majeure” means any event caused by occurrences beyond a party’s reasonable control, including, but not limited to, acts of God, fire or flood, war, terrorism, governmental regulations, policies or actions enacted or taken subsequent to execution of this Agreement, or any labor, telecommunications or other utility shortage, outage or curtailment.

If your Services include Domain Name System Security Extensions (“DNSSEC”), you will be able to secure your domain names with DNSSEC. DNSSEC is designed to protect you from forged DNS data so “hackers” cannot direct visitors to your website to a forged site.

DNSSEC works by using public key cryptography. You acknowledge and agree that if the keys do not match, a visitor’s lookup of your website may fail (and result in a “website not found” error) and we assume no liability or responsibility regarding the same. In addition, DNSSEC responses are authenticated, but not encrypted. You acknowledge and agree that DNSSEC does not provide confidentiality of data, and we assume no liability or responsibility regarding the same.

We prohibit the running of a public recursive DNS service on any server. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. We actively scan for the presence of public recursive DNS services and reserves the right to remove any servers from the network that violate this restriction.

Full Domain Protection. The Full Domain Protection service generally allows You to:

- replace your personal details in the WHOIS Directory with the details of Domains By Proxy;
- set up a private email address for each domain name that you can forward, filter or block; and
- lock your domain name in your account.

The Full Domain Protection service features are intended to: prevent domain-related spam; protect your identity from third-parties; and add a higher level of security through 2-Step Verification to disallow most accidental or malicious domain name transfers. As set forth in Section 2(xi) of this Agreement, You acknowledge and agree that you may not be permitted to purchase private or proxy TLD registrations in certain markets, countries and territories or for certain TLDs. Your purchase and use of Full Domain Protection is also subject to and governed by the terms of the Domain Name Proxy Agreement.

Ultimate Domain Protection (also called Full Domain Privacy and Protection). The Ultimate Domain Protection service generally allows You to:

- replace your personal details in the WHOIS Directory with the details of Domains By Proxy;
- set up a private email address for each domain name that you can forward, filter or block;
- prevent accidental loss of a domain name due to an expired credit card or invalid payment method when domain is set on auto-renew; and
- lock your domain name in your account.

The Ultimate Domain Protection service features are intended to: prevent domain-related spam; protect your identity from third-parties; and add a higher level of security through 2-Step Verification to disallow most accidental or malicious domain name transfers.. As set forth in Section 2(xi) of this Agreement, You acknowledge and agree that you may not be permitted to purchase private or proxy TLD registrations in certain markets, countries and territories or for certain TLDs. Your purchase and use of Ultimate Domain Protection is also subject to and governed by the terms of the [Domain Name Proxy Agreement](#).

Ultimate Domain Protection & Security. The privacy and business protection service includes all the features of Full Domain Privacy and Protection, plus the service generally allows You to: (i) prevent accidental loss of a domain name due to an expired credit card or invalid payment method when domain is set on auto-renew; (ii) lock your domain name in your account; and (iii) activate Website Security Basic. The privacy and business protection service features are intended to: prevent domain-related spam; protect your identity from third-parties; plus add a higher level of security through 2-Step Verification to disallow most accidental or malicious domain name transfers;; and provide domain name protection through Website Security Basic. As set forth in Section 2(xi) of this Agreement, You acknowledge and agree that you may not be permitted to purchase private or proxy TLD registrations in certain markets, countries and territories or for certain TLDs. Your purchase and use of Ultimate Domain Protection & Security is also governed by terms of the [Domain Name Proxy Agreement](#) and [Website Security Terms of Use](#)

Trademark Keeper (Beta) Trademark Keeper is a free beta feature of your domain that (i) automatically captures a record of Your homepage including any trademarks on that homepage quarterly ("Screen Capture(s)"), and (ii) timestamps and records proof of the Screen Capture(s) using blockchain technology to ensure that the record is secure. Trademark Keeper also allows You to identify up to three (3) individual trademarks to help You catalog Your brand assets in Your dashboard. Trademark Keeper stores the Screen Capture(s) on servers provisioned by GoDaddy but does not analyze, modify or edit the Screen Capture(s). Trademark Keeper stores a digital signature of the Screen Captures on a blockchain proving the Screen Captures' existence at a certain time, but does not store the Screen Capture itself on the blockchain. You may request a report that shows a historical record of Screen Captures that have been captured by

Trademark Keeper. At any time, You may opt out of Trademark Keeper and delete the historical record of Screen Captures. Your Screen Captures will be deleted 24 hours after You disable the “Keep My Data” function. If you re-enable this function within 24 hours, your Screen Captures may be restored. GoDaddy may discontinue the Beta feature at any time and for any reason.

YOU ACKNOWLEDGE THAT YOUR USE OF TRADEMARK KEEPER DOES NOT RESULT IN AN “OFFICIAL” TRADEMARK REGISTRATION WITH A GOVERNMENTAL TRADEMARK OFFICE. YOU ACKNOWLEDGE THAT TRADEMARK KEEPER IS NOT A LEGAL SERVICE AND YOU SHOULD CONSULT A TRADEMARK ATTORNEY FOR ADVICE ON HOW TO BEST PROTECT YOUR TRADEMARK RIGHTS. GODADDY MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARDS TO ANY MATTER INCLUDING THE ADMISSIBILITY OF THE SCREEN CAPTURES OR RECORDS CAPTURED THROUGH TRADEMARK KEEPER.

12. PRE-REGISTRATIONS

If you submit an application for pre-registration of a domain name, GoDaddy does not guarantee that the name will be secured for you, or that you will have immediate access to the domain name if secured. GoDaddy may use third-party service providers for the pre-registration services.

13. PROVISIONS SPECIFIC TO .BIZ REGISTRATIONS

Domain Name Dispute Policy. If you reserved or registered a .BIZ domain name through us, in addition to our Dispute Resolution Policy, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the [Restrictions Dispute Resolution Policy](#) applicable to the .biz TLD.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case basis by an independent ICANN-accredited dispute provider. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

One Year Registration. If you are registering a .BIZ domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .BIZ domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .BIZ domain name during the first year, you will automatically be charged the second year renewal fees.

14. PROVISIONS SPECIFIC TO .INFO REGISTRATIONS

One Year Registration. If you are registering a .INFO domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .INFO domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .INFO domain name during the first year, you will automatically be charged the second year renewal fees.

15. PROVISIONS SPECIFIC TO .NAME REGISTRATIONS

Defensive Registration. A Defensive Registration is a registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the name you wish to register is subject to a Defensive Registration, you have three (3) options: (i) you may register a variation of the name, (ii) you may challenge the Defensive Registration under the [Eligibility Requirements Dispute Resolution Policy](#), or (iii) you may request Consent from the Defensive Registrant. You can request Consent by contacting the Defensive Registrant listed in the GNR Whois Directory and requesting consent to register the .NAME domain name. If the Defensive Registrant grants consent, they must confirm in writing that they grant consent. If the Defensive Registrant does not grant consent, you may wish to challenge the Defensive Registration under the ERDRP.

Acceptable Use Policy. You agree to be bound by the [.NAME Acceptable Use Policy](#), which is hereby incorporated by reference. Among other limitations, this policy prohibits you from using your .NAME Email to engage in Spamming activities. You will be limited to a maximum of five hundred (500) messages sent from your .NAME at a time.

16. PROVISIONS SPECIFIC TO .REISE REGISTRATIONS

Domain Names registered in .REISE should be used for purposes dedicated to travel topics within six months following initial Registration, e.g. utilized on the Internet or otherwise used to perform a function.

17. PROVISIONS SPECIFIC TO .SEXY REGISTRATIONS

You shall not permit content unsuitable for viewing by a minor to be viewed from the main or top-level directory of a .SEXY domain name. For purposes of clarity, content viewed at the main or top-level directory of a .SEXY domain name is the content immediately visible if a user navigates to <http://example.sexy> or <http://www.example.sexy>. No restrictions apply to the content at any other page or subdirectory addressed by a .SEXY Registered Name.

18. COUNTRY CODE TOP LEVEL DOMAINS

You represent and warrant that you meet the eligibility requirements of each ccTLD you apply for. You further agree to be bound by any registry rules, policies, and agreements for that particular ccTLD. These may include, but are not limited to, agreeing to indemnify the ccTLD provider, limiting the liability of the ccTLD provider, and requirements that any disputes be resolved under that particular country's laws.

(A) PROVISIONS SPECIFIC TO .AU REGISTRATIONS

.au Registrations (to include com.au, net.au and org.au) are governed by the following additional terms and conditions:

auDA. auDA means .au Domain Administration Limited ACN 079 009 340, the .au domain names administrator. The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this Agreement. auDA is an intended third party beneficiary of this agreement.

auDA Published Policy. auDA Published Policies means those specifications and policies established and published by auDA from time to time at <https://www.auda.org.au>. You must comply with all auDA Published Policies, as if they were incorporated into, and form part of, this Agreement. In the event of any inconsistency between any auDA Published Policy and this Agreement, then the auDA Published Policy will prevail to the extent of such inconsistency. You acknowledge that under the auDA Published Policies: (1) there are mandatory terms and conditions that apply to all domain names; (2) licences, and such terms and conditions are incorporated into, and form part of, this Agreement; (3) You are bound by, and must submit to, the .au Dispute Resolution Policy; and (4) auDA may delete or cancel the registration of a .au domain name.

auDA's Liabilities and Indemnity. To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors. Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name. Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.

(B) PROVISIONS SPECIFIC TO .CA REGISTRATIONS

You acknowledge and agree that registration of your selected domain name in your first application to CIRA shall not be effective until you have entered into and agreed to be bound by CIRA's Registrant Agreement.

CIRA Certified Registrar. The registrar shall immediately give notice to you in the event that it is no longer a CIRA Certified Registrar, has had its certification as a CIRA

Certified Registrar suspended or terminated, or the Registrar Agreement between CIRA and the Registrar is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to the registrants thereof. In the event that the registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated or in the event the Registrar Agreement between CIRA and the Registrar is terminated or expires, you shall be responsible for changing your Registrar of Record to a new CIRA Certified Registrar within thirty (30) days of the earlier of notice thereof being given to you by (i) the Registrar or (ii) CIRA in accordance with CIRA's then current Registry PRP; provided, however, that if any of your domain name registrations are scheduled to expire within thirty (30) days of the giving of such notice, then you shall have thirty (30) days from the anniversary date of the registration(s), to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with the Registry PRP.

You acknowledge and agree that should there be insufficient funds prepaid by the registrar in the CIRA Deposit Account to be applied in payment of any fees, CIRA may in its sole discretion stop accepting applications for domain name registrations from the registrar, stop effecting registrations of domain names and transfers, renewals, modifications, and cancellations requested by the registrar and stop performing other billable transactions requested by the registrar not paid in full and CIRA may terminate the Registrar Agreement between CIRA and the Registrar.

.CA ASCII and IDN domain variants are bundled and reserved for a single registrant. Registrants are not required to register all variants in a bundle, but all registered variants must be registered and managed at a single registrar. Each variant registered will incur a registration fee. In addition, when registering multiple .CA domain (ASCII and IDN) variants in a bundle, your registrant information **must be identical**. If variants are registered at other registrars or if registrant information does not match, it may result in an "unavailable" search result, delayed or failed registration. If information does not match, validation is required and may take up to seven business days and delay availability of domain.

(C) PROVISIONS SPECIFIC TO .CN REGISTRATIONS

.CN is a restricted TLD – applications are subject to both a domain name check **and** real name verification as required by the People's Republic of China. Registrations in .CN are therefore subject to the following additional terms:

Verification, Registration and Activation. If a domain name is not permitted to be registered by the Chinese government, as determined by us, the Registry Operator and/or a 3rd party provider utilized for such services and determinations, in either party's discretion, the application for registration will not be successful. In such event, the name will be deleted and you will be eligible for a refund as further described below.

If permitted, then the Registration may proceed, but a .CN domain name may not be activated (i.e., it will not resolve in the Internet) unless and until you have submitted (via

the process described during registration) valid documents required of us and the Registry to perform real name verification. The following are acceptable forms of documents for the purpose of verification:

- China: Resident ID, temporary resident ID, business license or organization code certificate
- Hong Kong/Macau: Resident ID, driver's license, passport or business license
- Singapore: Driver's license, passport or business license
- Taiwan: Resident ID, driver's license or business license
- Other Countries/Regions: Driver's license or passport

Documents submitted to us are used by us and shared with the Registry solely for the purpose of real name verification, and are otherwise subject to our [Privacy Policy](#). By registering a .CN domain, you expressly agree that your data may be stored on servers in the U.S., or otherwise outside of the People's Republic of China.

Refunds. Refunds for .CN Registrations will only be allowed where (i) registration of the applied for domain name is not permitted by the Chinese government; or (ii) you notify us of your intent to cancel for any reason within the first five (5) days after the Registration (i.e., after it is deemed permissible by the Chinese government). For the avoidance of doubt, refunds will not be permitted under any circumstances after five (5) days from the date of Registration, including, for example, in the event real name verification is not successful or if the Chinese government determines after Registration that the domain name should not have been registered (and directs us to delete).

(D) PROVISIONS SPECIFIC TO .JP REGISTRATIONS

Registration Restrictions. You represent and warrant that you have a local presence in Japan with a home or office address. You agree that certain domain names are reserved and can only be registered by certain parties. These include: (i) TLDs, other than ccTLDs, as determined by ICANN; (ii) geographical-type .JP domain names that are defined as metropolitan, prefectural, and municipal labels; (iii) names of primary and secondary educational organizations; (iv) names of organizations related to Internet management; (v) names required for .JP domain name operations; and (vi) character strings which may be confused with ASCII-converted Japanese domain names. The complete list of .JP Reserved Domains is available [here](#).

GoDaddy - UNIVERSAL TERMS OF SERVICE AGREEMENT

Last Revised: 10/18/2021

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this “Agreement”) is entered into by and between GoDaddy.com, LLC, GoDaddy Payments, LLC (for any payment services) and Poynt, LLC (for any hardware services) (“GoDaddy”) and you, and is made effective as of the date of your use of this website (“Site”) or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the “Services”). Services Agreements and additional policies apply to certain Services and are in addition to (not in lieu of) this Agreement. In the event of a conflict between the provisions of a Services Agreement and the provisions of this Agreement, the provisions of the applicable Services Agreement shall control.

The terms “we”, “us” or “our” shall refer to GoDaddy. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. MODIFICATION OF AGREEMENT, SITE OR SERVICES

GoDaddy may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, GoDaddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account (“Account”) information current. GoDaddy assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. In addition, GoDaddy may terminate Your use of Services for any violation or breach of any of the terms of this Agreement by You. GODADDY RESERVES THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE ANY ASPECT OF THIS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION PRICES AND FEES FOR THE SAME, AT ANY TIME.

3. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to individuals or entities ("Users") who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, GoDaddy finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. GoDaddy shall not be liable for any loss or damage resulting from GoDaddy's reliance on any instruction, notice, document or communication reasonably believed by GoDaddy to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, GoDaddy reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

4. YOUR ACCOUNT

In order to access some of the features of this Site or use some of the Services, you will have to create an Account. You represent and warrant to GoDaddy that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If GoDaddy has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, GoDaddy reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below), and shopper PIN. For security purposes, GoDaddy recommends that you change your password and shopper PIN at least once every six (6) months for each Account. You must notify GoDaddy immediately of any breach of security or unauthorized use of your Account. GoDaddy will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss GoDaddy or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

- i. Your use of this Site and the Services, including any content you submit, will comply with this Agreement, any applicable Services Agreement or policy that may apply to your Services and all applicable local, state, national and international laws, rules and regulations.
- ii. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
- iii. You will not use this Site or the Services in a manner (as determined by GoDaddy in its sole and absolute discretion) that:
 - o Is illegal, or promotes or encourages illegal activity;
 - o Promotes, encourages or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM);
 - o Promotes, encourages or engages in terrorism, violence against people, animals, or property;
 - o Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - o Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
 - o Violates the Fight Online Sex Trafficking Act of 2017 or similar legislation, or promotes or facilitates prostitution and/or sex trafficking;
 - o Infringes on the intellectual property rights of another User or any other person or entity;
 - o Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - o Interferes with the operation of this Site or the Services found at this Site;
 - o Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - o Contains false or deceptive language, or unsubstantiated or comparative claims, regarding GoDaddy or GoDaddy's Services.
 - o You will not perform any false, abusive or fraudulent activity. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- iv. You will not copy or distribute in any medium any part of this Site or the Services , except where expressly authorized by GoDaddy.
- v. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
- vi. You will not access GoDaddy Content (as defined below) or User Content through any technology or means other than through this Site itself, or as GoDaddy may designate.
- vii. You agree to back-up all of your User Content so that you can access and use it when needed. GoDaddy does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

- viii. You will not re-sell or provide the Services for a commercial purpose, including any of GoDaddy's related technologies, without GoDaddy's express prior written consent.
- ix. You will not circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any GoDaddy Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the GoDaddy Content or the User Content therein.
- x. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.
- xi. You are aware that GoDaddy may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you may be subject to call recording and hereby consent to the same, subject to any applicable laws and our restrictions and obligations thereunder, including, where permissible, to record the entirety of such calls regardless of whether GoDaddy asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which GoDaddy is a party. Further, by providing your telephone or mobile number, you consent to receive marketing telephone calls from or on behalf of GoDaddy that may be initiated by an automatic telephone dialing system and/or use an artificial or prerecorded voice. You understand that providing consent is not a condition of purchasing any good or service from GoDaddy. Similarly, by providing your mobile number, you consent to receive marketing text messages from or on behalf of GoDaddy that may be sent by an automatic telephone dialing system. You understand that providing consent is not a condition of purchasing any good or service from GoDaddy. Message and data rates may apply.
- xii. Without limiting any of the rights set forth elsewhere in this Agreement, GoDaddy expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services (including but not limited to the right to cancel or transfer any domain name registration) to any User (i) whose Account or Services were previously terminated or suspended, whether due to breach of this or any other Agreement or any GoDaddy policy, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the Site or Services (as determined by GoDaddy in its sole and absolute discretion).
- xiii. If your purchase or account activity shows signs of fraud, abuse or suspicious activity, GoDaddy may cancel any service associated with your name, email address or account and close any associated GoDaddy accounts. If GoDaddy, in its sole discretion, determines that any conducted activity is fraudulent, GoDaddy reserves the right to take any necessary legal action and you may be liable for monetary losses to GoDaddy including litigation costs and damages. To contest cancellation of Services or freezing or closure of an account, please contact GoDaddy Care.

6. PROTECTION OF YOUR DATA

GoDaddy offers certain hosted Services available to you that may involve the processing of personal data about you, your customers and/or web users (“Your Data”) in the course of your use of these Services (“Covered Services”). Your Data, for the purpose of this Section, excludes any User Content. GoDaddy’s [Controller to Processor Data Processing Addendum](#) (“DPA”), which is hereby incorporated by reference and applicable to Covered Services, is meant to provide you contractual assurance that we have robust mechanisms to ensure the processing of Your Data, including transfers of Your Data from the European Economic Area to a third country, meets with compliance under applicable data privacy laws.

For the purposes of the Controller to Processor DPA and the Standard Contractual Clauses attached to the DPA (when and as applicable), you (and your applicable affiliates) are considered the Data Controller/Data Exporter, and your acceptance of the Terms of Service governing Covered Services at the time of purchase of any Covered Services will also be treated as your acknowledgement and acceptance of the Controller to Processor DPA and its appendices (including the Standard Contractual Clauses and its appendices, as applicable). If you wish to print, sign and return a physical copy of the Controller to Processor DPA, please send an email request to privacy@GoDaddy.com.

Covered Services, as defined in this Section and in the Controller to Processor DPA, include hosted services that are subject to the terms and conditions of the following Agreements: (1) [Email Marketing Services](#), (2) [Website Services](#), (3) [Hosting](#), (4) [Online Bookkeeping](#), (5) [Online Store/Quick Shopping Cart](#), (6) [Smartline](#), and (7) [Workspace Service](#). Covered Services excludes Services provided by GoDaddy Payments, LLC (for any payment services) and Poynt, LLC (for any hardware services).

7. USER CONTENT

Some of the features of this Site or the Services, including those Services that are hosted with GoDaddy, may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity (“[User Submissions](#)”), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, “[User Content](#)”). All content submitted through your Account is considered User Content. By posting or publishing User Content to this Site or to or via the Services, you represent and warrant to GoDaddy that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

User Submissions. You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate GoDaddy to treat your User

Submissions as confidential or secret, that GoDaddy has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that GoDaddy may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

GoDaddy shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

User Content Other Than User Submissions. By posting or publishing User Content to this Site or through the Services, you authorize GoDaddy to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. You hereby grant GoDaddy a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site, the Services and GoDaddy's (and GoDaddy's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that GoDaddy may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, GoDaddy shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or GoDaddy's (or GoDaddy's affiliates') business(es). If you have a website or other content hosted by GoDaddy, you shall retain all of your ownership or licensed rights in User Content.

8. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake

from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

9. PRODUCT CREDITS

In the event you are provided with a product credit (“Credit”), whether for redemption of the purchase of a specific product or for free with the purchase of another product (“Purchased Product”), you acknowledge and agree that such Credit is only valid for one (1) year and is only available with a valid purchase and may be terminated in the event the product purchased is deleted, cancelled, transferred or not renewed. The Credit will expire one (1) year from date of purchase of the Purchased Product if the Credit has not been redeemed. In the event that the Credit is redeemed, after the initial subscription period, the product will automatically renew at the then-current renewal price until cancelled. If you wish to cancel the automatic renewal of the product, you may do so by visiting your Account or by contacting customer service. In the event your Purchased Product includes a free domain name, if you cancel the Purchased Product, the list price for the domain name will be deducted from the refund amount. The list price is the price of the domain name listed on GoDaddy's website and is not subject to any promotion, discount, or other reduction in price. For Credits issued for free with another Purchased Product, you acknowledge and agree that we may swap your Credit for a similar product, in our sole discretion.

10. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

GoDaddy generally does not pre-screen User Content (whether posted to a website hosted by GoDaddy or posted to this Site). However, GoDaddy reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. GoDaddy may remove any item of User Content (whether posted to a website hosted by GoDaddy or posted to this Site) and/or terminate a User’s access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by GoDaddy in its sole and absolute discretion), at any time and without prior notice. GoDaddy may also terminate a User’s access to this Site or the Services found at this Site if GoDaddy has reason to believe the User is a repeat offender. If GoDaddy terminates your access to this Site or the Services found at this Site, GoDaddy may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

11. DISCONTINUED SERVICES; END OF LIFE POLICY

GoDaddy reserves the right to cease offering or providing any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services at any time, for any or no reason, and without prior notice. Although GoDaddy makes great effort to maximize the lifespan of all its Services and features, functionalities, or aspects of the Services, there are times when a Service or specific feature, functionality, or aspect of a Service that we offer will be discontinued or reach its End-of-Life ("EOL"). If that is the case, those Services, or the specific feature, functionality, or aspect of that Service, will no longer be supported by GoDaddy, in any way, effective on the EOL date.

Notice and Migration. In the event that any Service we offer has reached or will reach EOL, we will attempt to notify you thirty or more days in advance of the EOL date. It is your responsibility to take all necessary steps to replace the Service by migrating to a new Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, GoDaddy will either offer a comparable Service for you to migrate to for the remainder of the term of your purchase, a prorated in-store credit, or a prorated refund, to be determined by GoDaddy in its sole and absolute discretion. GoDaddy may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration. In the event that a feature, functionality, or aspect of any Service we offer has reached or will reach EOL, then we will attempt to notify you thirty or more days in advance of the EOL date. However, if the Service maintains a least reasonably equivalent functionality without such feature, functionality, or aspect, as determined by GoDaddy in its sole and absolute discretion, GoDaddy will not be required to offer a comparable feature or functionality for the Service or a refund.

No Liability. GoDaddy will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services we may offer, provide or facilitate access to.

12. BETA SERVICES

From time to time, GoDaddy may offer new Services (limited preview services or new features to existing Services) in a pre-release version. New Services, new features to existing Services or limited preview services shall be known, individually and collectively, as "Beta Services". If you elect to use any Beta Services, then your use of the Beta Services is subject to the following terms and conditions: (i) You acknowledge and agree that the Beta Services are pre-release versions and may not work properly; (ii) You acknowledge and agree that your use of the Beta Services may expose you to unusual risks of operational failures; (iii) The Beta Services are provided as-is, so we do not recommend using them in production or mission critical environments; (iv) GoDaddy reserves the right to modify, change, or discontinue any aspect of the Beta Services at any time; (v) Commercially released versions of the Beta Services may change substantially, and programs that use or run with the Beta Services may not work with the commercially released versions or subsequent releases; (vi) GoDaddy may limit availability of customer service support time dedicated to support of the Beta Services; (vii) You acknowledge and agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors

or problems you experience; (viii) You acknowledge and agree that GoDaddy may track your browsing behavior, links clicked, items purchased, your device type, and to collect various data, including analytics, about how you use and interact with our Beta Services; (ix) You acknowledge and agree that all information regarding your use of the Beta Services, including your experience with and opinions regarding the Beta Services, is confidential, and may not be disclosed to a third party or used for any purpose other than providing feedback to GoDaddy; (x) The Beta Services are provided “as is”, “as available”, and “with all faults”.

You acknowledge and agree that we may use your feedback for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your use of the Beta Services shall be owned exclusively by GoDaddy. To the fullest extent permitted by law, GoDaddy disclaims any and all warranties, statutory, express or implied, with respect to the Beta Services including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

13. FEES AND PAYMENTS

You agree that your Payment Method may be charged by one of our affiliated entities. If, during your purchase, your payment was identified as being processed in the United States, your transaction will be processed by GoDaddy.com, LLC; if your payment was identified as being processed in Canada, your transaction will be processed by GoDaddy Domains Canada, Inc.; if your payment was identified as being processed in the United Kingdom, your transaction will be processed by GoDaddy Europe, Ltd.; if your payment was identified as being processed in India, your transaction will be processed by GoDaddy India Domains and Hosting Services India Pvt Ltd. If, during your purchase, your payment was identified as being processed in a country that is not listed above, your transaction may be processed by an entity within the disclosed country that is affiliated with our local payment service provider, and subject to the provisions of our Privacy Policy.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

Payment Due at Time of Order; Non-Refundable. You agree to pay all amounts due for Services at the time you order them. All amounts are non-refundable unless otherwise noted in the [Refund Policy](#).

Price Changes. GoDaddy reserves the right to change its prices and fees at any time, and such changes shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Payment Types. Except as prohibited in any product-specific agreement, you may pay for Services by using any of the following “Payment Methods”: (i) valid credit card; (ii) “Good As Gold Prepaid Services” (defined below); (iii) electronic payment from your personal or business

checking account, as appropriate (and as defined below); (iv) PayPal; (v) International Payment Option (as defined below); (vi) via in-store credit balances, if applicable (and as defined below); or (vii) any other method you use to pay for Services as determined by GoDaddy in its sole and absolute discretion, each a "Payment Method". The "Express Checkout" feature automatically places an order for the applicable Service and charges the default Express Checkout Payment Method for your Account. Confirmation of that order will be sent to the email address on file for your Account. Your Payment Method on file must be kept valid if you have any active Services in your Account. In addition, you agree that the location for the processing of your payments may change for any reason, including the type of Payment Method chosen, the currency selected, or changes or updates made to your Payment Method.

Refunds Issued. You agree that where refunds are issued to your Payment Method, GoDaddy's issuance of a refund receipt is only confirmation that GoDaddy has submitted your refund to the Payment Method charged at the time of the original sale, and that GoDaddy has no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

In the event a refund is issued to your Payment Method and the payment provider, payment processor or individual issuing bank associated with your Payment Method imposes any limitations on refunds, including but not limited to, limitations as to the timing of the refund or the number of refunds allowed, then GoDaddy, in its sole and absolute discretion, reserves the right to issue the refund either (i) in the form of an in-store credit; (ii) via issuance of a GoDaddy check, which will be sent to the mailing address on file for your Account; or (iii) in some jurisdictions, as a bank transfer, when the payment processor cannot refund back to the Payment Method. GoDaddy also has the right to offer an in-store credit for customers seeking refunds, even if there are no limitations on refunds imposed by the Payment Method.

Monthly Billing Date. If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services, unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

Auto-Renewal Terms. Other than as required by applicable law, GoDaddy does not retain hard copies or electronic versions of mandate, standing order or standing instruction forms and/or any signed consents relating to your usage of our automatic renewal services, and we are therefore unable to provide any such document upon request. You may view or change your automatic renewal settings at any time by logging into your GoDaddy account.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, ALL SERVICES ARE OFFERED ON AUTOMATIC RENEWAL UNLESS OTHERWISE SPECIFIED ON THIS SITE. EXCEPT FOR REASONS DESCRIBED BELOW IN THIS SECTION, AUTOMATIC RENEWAL AUTOMATICALLY RENEWS THE APPLICABLE SERVICE UPON EXPIRATION OF THE THEN CURRENT TERM FOR A RENEWAL PERIOD EQUAL IN TIME TO THE

MOST RECENT SERVICE PERIOD (EXCEPT FOR DOMAIN NAMES WHICH MAY RENEW FOR THE ORIGINAL SERVICE PERIOD). FOR EXAMPLE, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL TYPICALLY BE FOR ONE YEAR. HOWEVER, IN THE EVENT RENEWAL WITH THE PAYMENT METHOD ON FILE FAILS, GODADDY MAY ATTEMPT TO RENEW THE APPLICABLE SERVICE FOR A PERIOD LESS THAN THE ORIGINAL SUBSCRIPTION PERIOD TO THE EXTENT NECESSARY FOR THE TRANSACTION TO SUCCEED.

UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, GODADDY WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT OR YOUR DESIGNATED BACKUP PAYMENT METHOD(S) ON FILE WITH GODADDY. IN AUTOMATICALLY RENEWING YOUR SERVICES, GODADDY WILL FIRST ATTEMPT TO CHARGE THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT. IN THE EVENT GODADDY CANNOT SUCCESSFULLY CHARGE THIS PAYMENT METHOD, WE WILL ATTEMPT TO CHARGE THE PAYMENT METHOD(S) DESIGNATED AS "BACKUP" IN YOUR ACCOUNT. RENEWALS WILL BE CHARGED AT GODADDY'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER FROM THIS SITE AND FOLLOW THE STEPS FOUND [HERE](#). IF YOU DO NOT WISH FOR ANY SERVICE TO AUTOMATICALLY RENEW, YOU MAY ELECT TO CANCEL RENEWAL, IN WHICH CASE, YOUR SERVICES WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS YOU MANUALLY RENEW YOUR SERVICES PRIOR TO THAT DATE. IN OTHER WORDS, SHOULD YOU ELECT TO CANCEL YOUR PRODUCT AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND GODADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, GODADDY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, GODADDY WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. GODADDY MAKES NO

GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) CANCELLING PRODUCTS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND GODADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason GoDaddy is unable to charge your Payment Method for the full amount owed, or if GoDaddy receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that GoDaddy may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any domain names or Services registered or renewed on your behalf. GoDaddy also reserves the right to charge you reasonable “administrative” fees” for (i) tasks GoDaddy may perform outside the normal scope of its Services, (ii) additional time and/or costs GoDaddy may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by GoDaddy in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) UDRP actions(s) in connection with your domain name(s) and/or disputes that require accounting or legal services, whether performed by GoDaddy staff or by outside firms retained by GoDaddy; (iii) recouping any and all costs and fees, including the cost of Services, incurred by GoDaddy as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with GoDaddy.

GoDaddy may offer product-level pricing in various currencies. The transaction will be processed in the selected currency and the pricing displayed during the checkout process will be the actual amount submitted for payment. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charge, which may be added to the final amount that appears on your bank statement or post as a separate amount. Please check with the issuer of your Payment Method for details. In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

(B) REFUND POLICY

Products and Services available for refunds are described [here](#) (“Refund Policy”).

(C) GOOD AS GOLD PREPAID SERVICES

Service Details. By using Good As Gold Prepaid Services, you may transfer funds to GoDaddy to fund your Good As Gold Prepaid Services account (“Good As Gold Account”). You may then

use your Good As Gold Account to purchase any Services. You may fund your Good As Gold Account by wire transfer.

You acknowledge that funds transferred to your Good As Gold Account will be held by GoDaddy and will not accrue or pay interest for your benefit. To the extent any interest may accrue, you agree that GoDaddy shall be entitled to receive and keep any such amounts to cover costs associated with Good As Gold Prepaid Services.

You agree that all transactions using Good As Gold Prepaid Services will be conducted in U.S. dollars.

Your Good As Gold Account must be funded on an initial basis with no less than funds equivalent to \$1,000.00 U.S. dollars.

All payments must be for the full amount required at purchase.

Wire Transfer Details. Wire transfers may be initiated in foreign currency to fund your Good As Gold Account, however the natural currency of the GoDaddy bank account is U.S. Dollars. Foreign currency wires will be automatically converted and deposited in U.S. Dollars. Please note that exchange rate fees may apply.

You are responsible for all wire transfer fees, both incoming and outgoing, associated with your Good As Gold Account. Any non-U.S. wire transfers may be subject to fees by your bank, intermediary banks, or GoDaddy's bank, which may reduce the amount of the money received by GoDaddy's bank and subsequently funded into your Good As Gold Account. You hereby expressly authorize GoDaddy (i) to reduce your Good As Gold Account by the amount of wire transfer fees GoDaddy incurs in order to receive your funds; and/or (ii) to charge a twenty-dollar (\$20.00) service fee ("Service Fee") in connection with the termination of your Good As Gold Account. All fees are subject to change at any time, and such changes shall be posted online and effective immediately without need for further notice to you.

You can verify the remaining funds in your Good As Gold Account at any time through your Account or the shopping cart. Should you decide to terminate your Good As Gold Account (or should GoDaddy opt to terminate your Good As Gold Account because you have breached an obligation under the Good As Gold Service Agreement), then the balance in your Good As Gold Account will be refunded, net the Service Fee.

Additional funds may be added to your Good As Gold Account at any time.

Your Use of Good As Gold Prepaid Services. Use of funds in your Good As Gold Account can only be made through the GoDaddy purchase process at GoDaddy's website. Purchases may not be made unless there are sufficient, available funds in your Good As Gold Account at the time of purchase to cover the entire purchase amount, including any related fees as set forth herein or in other relevant agreements.

(D) PAY BY CHECK (ELECTRONIC PAYMENT)

By using GoDaddy's pay by check option ("Pay By Check"), you can purchase GoDaddy Services using an electronic payment (from your personal or business checking account ("Checking Account"), as appropriate). In connection, you agree to allow a third-party check services provider, Certegy Check Services, Inc., ("Check Services Provider") to debit the full amount of your purchase from your Checking Account, which is non-refundable. Check Services Provider will create an electronic funds transfer ("EFT") or bank draft, which will be presented to your bank or financial institution for payment from your Checking Account. The Checking Account must be at a financial institution in the United States, and payment must be in U.S. Dollars.

It is your responsibility to keep your Checking Account current and funded. You agree that (i) Check Services Provider or GoDaddy reserve the right to decline a transaction for any reason (including, but not limited to, payments that fail to go through as a result of your Checking Account no longer existing or not holding available/sufficient funds) and (ii) in such event, neither Check Services Provider nor GoDaddy shall be liable to you or any third party regarding the same. If for any reason Check Services Provider is unable to withdraw the full amount owed for the Services provided, you agree that Check Services Provider and GoDaddy may pursue all available lawful remedies in order to obtain payment (plus any applicable fees). GoDaddy is not responsible for the actions of Check Services Provider. You agree that if the EFT or bank draft is returned unpaid, you will pay a service charge in accordance with the fees permitted by law for each U.S. State. A help article describing the Check Services Provider and outlining the service charges referenced above can be found [here](#). These fees may be debited from your Checking Account using an EFT or bank draft. All fees are in U.S. Dollars.

GoDaddy and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., may provide you with notices, including by email, regular mail, SMS, MMS, text message, postings on the services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate these terms of service by accessing the services in an unauthorized manner. Your agreement to these terms of service constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the services in an authorized manner. Failure to receive such notices for any reason shall not excuse any payment or other obligation to GoDaddy and Check Services Provider. You further expressly authorize GoDaddy and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., and their affiliates to contact you, via auto-dialer, pre-recorded messages, or any other method, on any of your mobile phone numbers or emails. You further acknowledge that email addresses you provide are not shared, accessed by others and are not employer-related email addresses.

(E) INTERNATIONAL PAYMENT OPTIONS

GoDaddy offers a variety of alternative international payment options through a variety of International Payment Providers ("IPP"). In the event you select an IPP, you represent that you have already agreed to any and all of the IPP's applicable customer service agreements in advance of completing your transaction at GoDaddy. You also agree to allow the IPP to debit the full amount of your purchase from the selected account or payment method, collectively

“Funding Sources”. In addition, you agree to allow the selected IPP to debit, if applicable, an “Exchange Rate Conversion Fee”, as well as any other fees or charges applicable to your agreement with the IPP (collectively, the “IPP Fees”), from your Funding Sources. You understand and agree that IPP Fees are subject to change at any time by the IPP without notice to you by GoDaddy.

It is your responsibility to keep your Funding Sources current and funded. You agree that (i) the IPP or GoDaddy reserve the right to decline a transaction for any reason and (ii) neither the IPP nor GoDaddy shall be liable to you or any third party regarding the same. You acknowledge that GoDaddy will not attempt to fulfill the Services purchased by you until GoDaddy receives confirmation of payment from the IPP through its associated payment processor. You acknowledge there may be a gap of several hours or days between the time you place an order and the time the IPP confirms payment through its associated payment processor. If GoDaddy does not receive confirmation of payment from the IPP through its associated payment processor within thirty (30) days from when the order is placed, your order may be cancelled, at which time you will need to commence the purchase process again. In the event that you would like to cancel payment for a pending transaction, you may cancel the order through your GoDaddy account. Payments received on previously cancelled orders will be automatically refunded to the original Payment Method when possible.

If, at the time GoDaddy receives confirmation of payment from the IPP (through its associated payment processor), either (i) the Services (including domain names) are no longer available for purchase; or (ii) a pending order has been cancelled in our systems; or (iii) the confirmation of payment does not match the dollar amount of the pending order, and as a result your purchase is either over-funded or under-funded, GoDaddy may automatically issue a partial refund (in the case of over-funding) or a full refund (in the case of under-funding) to your Funding Source. If the IPP (or its associated payment processor) imposes refund limitations of any kind, GoDaddy reserves the right to issue refunds to an in-store credit balance or as a bank transfer, when the payment processor cannot refund back to the Payment Method. If you receive a full refund, you will need to begin the purchase process again. You agree that the IPP reserves the right not to refund IPP Fees associated with a refunded transaction. Accordingly, any refunds issued by GoDaddy will be net of the IPP Fees unless otherwise specified.

(F) IN-STORE CREDIT BALANCES

In the event that your Account contains an in-store credit balance: (1) you may apply any available credit balance to any future purchase in your Account; and (2) you authorize GoDaddy to apply any available credit balance to any outstanding administrative fees, chargebacks, or other fees related to your Account. In the event that GoDaddy is unable to successfully charge either the Payment Method associated with a specific Service in your account or your backup Payment Methods when processing Service renewals, GoDaddy may use any available in-store credit balance if there are enough funds to cover the entire transaction. Regardless of the amount of in-store credit available in your account, GoDaddy is not responsible for the loss of products resulting from an inability to collect funds from your Payment Methods or the in-store credit. In-store credits will be applied based on the currency selected in the shopping cart at the time of purchase (or renewal). If you have more than one in-store credit, then the credits will be

processed according to the age of the credit, with the oldest in-store credit being applied first. If additional funds are required to complete the purchase or renewal, credits held in a non-selected currency will be converted using GoDaddy's daily exchange rate based on the age of the credit (oldest to newest) until (i) enough funds are allocated to complete the transaction, or (ii) there is no available balance left in your account. You understand and agree that at the time of conversion, GoDaddy may also impose an additional administrative fee.

You can verify your available in-store credit balance at any time through your Account on the GoDaddy website. You acknowledge that in-store credit balances are non-transferable, may only be used in the Account in which they were acquired and may expire. Complimentary in-store credits will expire two years after issuance or within any other time period GoDaddy may specify in your Account. In the event that GoDaddy terminates your Account, you acknowledge and agree that any remaining available in-store credit balance will be forfeited.

You also acknowledge that funds available in your in-store credit balance will be held by GoDaddy and will not accrue or pay interest for your behalf. To the extent any interest may accrue, you agree that GoDaddy is entitled to receive and keep any such amounts to cover costs associated with supporting the in-store credit balance functionality.

(G) EXPIRED DOMAIN NAME PURCHASES

For expired domain names purchased through your account, you agree that you are responsible for payment within forty-eight (48) hours of auction close for the successful bid amount plus the one (1) year renewal or transfer fee (from the end of the domain name's previous registration period), plus ICANN fee, if applicable, or any valid payment method associated with the account, will be charged on the third day following the auction close. If we are unable to collect payment, you may lose the rights to purchase the domain name.

(H) ROUND UP FOR CHARITY

If you participate in Round Up for Charity, you hereby authorize GoDaddy to either 1) donate an amount selected by you, or 2) round up your transaction to the nearest dollar and donate 100% of the difference, to a small business relief fund ("Donation"). GoDaddy will take reasonable steps to ensure your Donation is properly disbursed, in our sole discretion, to qualifying small businesses negatively impacted by the COVID-19 pandemic and will not withhold any Donation made by you through Round Up For Charity. You understand your Donation is not eligible for a refund or in-store credit.

(I) BUY NOW PAY LATER OPTIONS

Use of a "buy now pay later" option such as an installment payment or financing is subject to the following terms and conditions. You acknowledge and agree that GoDaddy shall not be liable to you or any third party regarding any interest, late fee, other amount, collection effort, or change in credit score that arises out of or relates to the buy now pay later option. You further agree that repayment of a buy now pay later option may be governed by your agreement with a third party. Any representation that GoDaddy makes regarding a repayment term related to a buy now pay

later option is for convenience only. A repayment term such as a required down payment, late fee, or interest might vary or be subject to change, and is in the control of a third party. Notwithstanding the foregoing, GoDaddy shall not be responsible or otherwise liable to you or any third party for disclosing or failing to disclose any repayment term, which you are responsible for determining.

Certain installment payment options will only apply to a selected Service term, which may auto-renew for the full amount unless you manually renew the Service term with a subsequent installment payment.

14. ADDITIONAL RESERVATION OF RIGHTS

GoDaddy expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by GoDaddy in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by GoDaddy 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 or registrar, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with court orders against you and/or your domain name or website and 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, (viii) to avoid any civil or criminal liability on the part of GoDaddy, its officers, directors, employees and agents, as well as GoDaddy's affiliates, including, but not limited to, instances where you have sued or threatened to sue GoDaddy, or (ix) to respond to an excessive amount of complaints related in any way to your Account, domain name(s), or content on your website that could result in damage to GoDaddy's business, operations, reputation or shareholders.

GoDaddy expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

GoDaddy expressly reserves the right to terminate, without notice to you, any and all Services where, in GoDaddy's sole discretion, you are harassing or threatening GoDaddy and/or any of GoDaddy's employees.

GoDaddy Content. Except for User Content, the content on this Site and the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("GoDaddy Content"), are owned by or licensed to GoDaddy in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. GoDaddy Content is provided to you "as is", "as available" and "with all faults" for your information and personal,

non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of GoDaddy. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. GoDaddy reserves all rights not expressly granted in and to the GoDaddy Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

15.NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

1. Email Messages
2. Newsgroup postings
3. Windows system messages
4. Pop-up messages (aka "adware" or "spyware" messages)
5. Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)
6. Online chat room advertisements
7. Guestbook or Website Forum postings
8. Facsimile Solicitations
9. Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the account, products, or services in question are being used in association with spam, we may re-direct, suspend, or cancel any account, web site hosting, domain registration, email boxes, or other applicable products or services. In such event, at our election, we may require you to respond by email to us stating that you will cease to send spam and/or have spam

sent on your behalf and to require a non-refundable reactivation fee to be paid before the site, email boxes, and/or services are reactivated.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email or through our Spam Abuse Complaint Center on the Web. Web: [report abuse](#).

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

16. TRADEMARK AND/OR COPYRIGHT CLAIMS

GoDaddy supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to GoDaddy's Trademark and/or Copyright Infringement Policy referenced above and available [here](#).

17. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by GoDaddy. GoDaddy assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, GoDaddy does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release GoDaddy from any and all liability arising from your use of any third-party website. Accordingly, GoDaddy encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

18. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND GODADDY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

19. LIMITATION OF LIABILITY

IN NO EVENT SHALL GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY

USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT GODADDY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL GODADDY'S TOTAL AGGREGATE LIABILITY EXCEED \$10,000.00 U.S. DOLLARS.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

20. INDEMNITY

You agree to protect, defend, indemnify and hold harmless GoDaddy and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by GoDaddy directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

21. COMPLIANCE WITH LOCAL LAWS

GoDaddy makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

22. DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

(A) *Disputes*. The terms of this Section shall apply to all Disputes between you and GoDaddy, except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above and available [here](#). For the purposes of this Section, “Dispute” shall mean any dispute, claim, or action between you and GoDaddy arising under or relating to any GoDaddy Services or Products, GoDaddy’s websites, these Terms, or any other transaction involving you and GoDaddy, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND GODADDY AGREE THAT “DISPUTE” AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR GODADDY FOR (I) TRADE SECRET MISAPPROPRIATION, (II) PATENT INFRINGEMENT, (III) COPYRIGHT INFRINGEMENT OR MISUSE, AND (IV) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

(B) *Binding Arbitration*. You and GoDaddy further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of these Terms. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction, as limited by the Limitation of Liability set forth in Section 19 of this Agreement and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

(C) *Small Claims Court*. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court’s jurisdiction and is pending only in that court.

(D) *Dispute Notice*. In the event of a Dispute, you or GoDaddy must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the “Dispute Notice”). The Dispute Notice to GoDaddy must be addressed to: GoDaddy, 2155 E. GoDaddy Way, Tempe, AZ 85284, Attn.: Legal Department (the “GoDaddy Notice Address”). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you. If GoDaddy and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or GoDaddy may commence an arbitration proceeding pursuant to this Section. Following

submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

(E) *WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.* YOU AND GODADDY AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR GODADDY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

(F) *Arbitration Procedure.* If a party elects to commence arbitration, the arbitration will be administered by the American Arbitration Association (“AAA”) and governed by the Consumer Arbitration Rules of the AAA (“AAA Rules”) in conjunction with the rules set forth in these Terms, except that AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. The AAA Rules are at www.adr.org or by calling 1-800-778-7879. If there is a conflict between the AAA Rules and the rules set forth in these Terms, the rules set forth in these Terms shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws, as limited by the Limitation of Liability set forth in Section 19 of this Agreement. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall also have exclusive authority to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (i) trade secret misappropriation, (ii) patent infringement, (iii) copyright infringement or misuse, or (iv) trademark infringement or dilution, which are excluded from the definition of “Disputes” as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence (or principal place of business if you are a small business), or in Maricopa County, Arizona, at your option.

(G) *Initiation of Arbitration Proceeding.* If either you or GoDaddy decide to arbitrate a Dispute, we agree to the following procedure:

i. Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.adr.org (“Demand for Arbitration: Consumer Arbitration Rules”).

ii. Send one copy of the Demand for Arbitration to AAA by mail at American Arbitration Association Case Filing Services 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.

iii. Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties.

(H) *Hearing Format.* In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by GoDaddy or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or GoDaddy is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

(I) *Arbitration Fees and Payments.*

i. Disputes involving \$75,000.00 or less. GoDaddy will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees and expenses. If you reject GoDaddy’s last written settlement offer made before the arbitrator was appointed (“GoDaddy’s last written offer”), your dispute goes all the way to an arbitrator’s decision (called an “award”), and the arbitrator awards you more than GoDaddy’s last written offer, GoDaddy will: (i) pay the greater of the award or \$1,000.00; (ii) pay twice your reasonable attorney’s fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and GoDaddy agree on them.

ii. Disputes involving more than \$75,000.00. The AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.

iii. Disputes involving any amount. In any arbitration you commence, GoDaddy will seek its AAA or arbitrator’s fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration GoDaddy commences, GoDaddy will pay all filing, AAA, and arbitrator’s fees and expenses. GoDaddy will not seek its attorney’s fees or expenses from you in any arbitration. Fees and expenses are not included in determining the amount in dispute.

(J) *Claims or Disputes Must be Filed Within One Year.* To the extent permitted by law, any claim or dispute to which this Section applies must be filed within one year in small claims or in arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If not filed within one year, the claim or dispute will be permanently barred.

(K) *30-Day Opt-out Period.* IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION IN THIS DISPUTES SECTION, YOU MUST NOTIFY

GODADDY BY E-MAILING LEGALOPTOUT@GODADDY.COM WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THESE TERMS (UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW). In the e-mail, you must provide your (a) first name, (b) last name, (c) address, (d) phone number, and (e) account number(s) and state the following: "I wish to opt out of the arbitration provision contained in GoDaddy's Universal Terms of Service Agreement." By providing your information in the method above, you are opting out of the agreement to arbitrate contained in GoDaddy's Universal Terms of Service. Your opt-out request will only be valid if made within thirty (30) days of first accepting the Universal Terms of Service. In the event that you opt-out consistent with the procedure set forth above, all other terms contained herein shall continue to apply, including those related to the applicable governing law and the court(s) in which legal disputes may be brought.

(L) *Amendments to this Section.* Notwithstanding any provision in these Terms to the contrary, you and GoDaddy agree that if GoDaddy makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to GoDaddy's address) in these Terms, GoDaddy will notify you and you will have thirty (30) days from the date of notice to affirmatively opt-out of any such amendments. If you affirmatively opt-out of any future amendments, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this Section as stated in these current Terms, without any of the proposed amendments governing. If you do not affirmatively opt-out of any future amendments, you will be deemed to have consented to any such future amendments.

(M) *Severability.* If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of these Terms.

(N) *Exclusive Venue for Other Controversies.* GoDaddy and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the Superior Court of Maricopa County, Arizona, or the United States District Court for the District of Arizona, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy. You also agree to waive the right to trial by jury in any such action or proceeding.

23. UNCLAIMED PROPERTY; DORMANCY CHARGES

Please be advised that if a customer has an outstanding account balance (a credit positive balance) for three (3) years or more for any reason, and (i) GoDaddy is unable to issue payment to such customer or (ii) GoDaddy issued payment to such customer in the form of a paper check, but the check was never cashed, then GoDaddy shall turn over such account balance to the State of Arizona in accordance with state law. You acknowledge and agree that in either case (i) or (ii)

above, GoDaddy may withhold a dormancy charge in an amount equal to the lesser of \$25.00 or the total outstanding account balance associated with such customer.

24. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

25. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

26. U.S. EXPORT LAWS

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control (“OFAC”), State Department, and other United States authorities (collectively, “U.S. Export Laws”). Users shall not use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including “anti-boycott”, “deemed export” and “deemed re-export” regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

27. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

28. ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the “Agreement”), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

29. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

GoDaddy Legal Department
2155 E. GoDaddy Way
Tempe, AZ 85284
legal@godaddy.com

Enom's Registration Agreement

THIS AGREEMENT HAS A PROVISION FOR ARBITRATION OF DISPUTES BETWEEN THE PARTIES.

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 and the registrant listed in the whois contact information for the domain name. "We", "us", and "our" refer to the registrars listed at the bottom of this document, any one of which will be the registrar for your domain name and all of which share common ownership, common terms and conditions, and a shared Services infrastructure. To determine which registrar your domain name is registered with, perform a whois lookup at tuowdomains.com/whois-search/. You obtain the Services through your primary service provider, with whom we have a wholesale relationship (your "Primary Service Provider"). Your relationship with your Primary Service Provider may be governed by additional terms, as you and your Primary Service Provider may agree. "We," "us", and "our" does not include your Primary Service Provider, except when specifically mentioned or unless your Primary Service Provider is one of us (i.e., if your Primary Service Provider is also one of the registrars listed at the bottom of this document).

1. **Your Agreement:** By using the Services, you agree to all terms and conditions of this Agreement; ICANN Policies, as published from time to time at icann.org; any rules, agreements, or policies of any registry of a relevant top-level domain name; the UDRP (defined below); the URS (defined below); and any rules, policies, or agreements of any relevant government. You explicitly agree that violation of or refusal to comply with of any ICANN policy is a violation of



this Agreement and may result in immediate termination of this Agreement.

2. **Changes to this Agreement:** This Agreement may change over time, either through amendments by us; changes to ICANN policy or applicable law, which may or may not be reflected in the text of this Agreement; or otherwise. We or your Primary Service Provider may notify you of any material changes to this Agreement by, for example, sending email to you at your email address of record. Your continued use of the Services indicates your consent to the changes; if you no longer agree with the terms of this Agreement, your exclusive remedies are (a) to transfer your domain name registration services to another registrar or (b) to cancel your Services, including domain name registration services, with us. Changes to this Agreement become valid upon publication.
3. **Registrant Rights and Responsibilities:** ICANN has developed, in consultation with registrars, [a webpage that identifies important registrant rights and responsibilities](#). The document provides a “plain language” summary of terms related to Registrant Rights and Responsibilities as set out in the Registrar Accreditation Agreement (RAA), for posting on registrar websites. While some of the terms included do not specifically refer to registrants, those terms are included because of the potential import to understanding registrar/registant relations. The document also summarizes registrant rights and responsibilities that arise within ICANN Consensus Policies and specifications, as those policies and specifications are incorporated into the RAA. The summarization of terms within this document do not override or replace the terms set forth in the RAA or within those specifications or policy. Please review [these important Registrant Rights and Responsibilities](#).
4. **Your Account:** You must create an account to use the Services (“Account”). Your Account is typically managed and/or provided by your Primary Service Provider. You are solely responsible for maintaining, securing, updating, and

keeping strictly confidential all login IDs and passwords. You are solely responsible for all access to and use of your Account by you or by any third party

1. **Account Contact Information and Domain Name Whois Information:**

1. You must provide certain current, complete, and accurate information about you with respect to your Account information and with respect to the whois information for your domain name(s). Within seven (7) days of any change to such information, you must update such information as needed to keep it current, complete, and accurate. What you are required to submit will vary by registration but may include the administrative, technical, and billing contacts for your domain name registration(s) and other Services: name, postal address, email address, voice telephone number, and fax number. Not all data elements will be required for every domain registration but the required elements will be detailed at time of registration or renewal. The type of information you are required to provide may change and you must provide such information and keep your Account information current. Not providing requested information may prevent you from obtaining all Services.
2. You may provide information regarding the nameservers assigned to your domain name(s) and, if we are providing nameserver services to you, the DNS settings for the domain name. If you do not provide complete nameserver information, or if you purchase "Name Only" Services, we may supply this information (and point your domain name to a website of our choosing) until such time as you elect to supply the nameserver information or until such time as you elect to upgrade from "Name Only" Services.

2. **Data Sharing:**

1. Data required for the registration of a domain name varies by top-level domain. The required data for a domain name registration ("Minimum Data") will be presented at the time of registration or renewal. The Minimum Data will be shared with Enom and may be shared with the relevant authoritative registry services provider for your top-level domain ("TLD"). The identity of the authoritative registry services provider can be found at iana.org/whois. The Minimum Data for domains in any TLD you have registered can be found on your Data Use Information Page. The Minimum Data may include:

- name, postal address, email address, voice number, and fax number (if available) of the Registered Name Holder;
- registered domain name;
- names of the primary nameserver and secondary nameserver(s) for the registered domain name;
- name, postal address, email address, voice number, and fax number (if available) of the administrative contact for the domain name;
- name, postal address, email address, voice number, and fax number (if available) of the billing contact for the domain name; and
- name, postal address, email address, voice number, and fax number (if available) of the technical contact for the domain name.

3. **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, required for our legitimate business purposes, or required for our legal or contractual record-keeping requirements. In some cases, when data is necessary for the provisioning of the Services, 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 sending email to [dpo @ enom.com](mailto:dpo@enom.com) or by using the contact information at <https://www.enom.com/legal-policy-agreements/privacy-policy>.

4. Obligations Relating to the Account and Whois Contact Information:

1. If, in obtaining Services, you provide information about or on behalf of a third party, you represent and warrant 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) obtained the third party's express written consent to the disclosure and use of that party's information as set forth in this Agreement. You agree to provide this express written consent upon request.
2. You represent and warrant that the statements in your application are true and that no Services are being procured for any unlawful or abusive purpose including, but not limited to, the infringement of any intellectual property right or other right; the distribution of malware; the abusive operation of botnets; phishing; fraudulent or deceptive practices; the unauthorized transfer to yourself or any other party of any domain name or Services; counterfeiting; or any other activity in violation of any relevant laws, rules, or regulations ("Illegal Uses"). Providing inaccurate or unreliable information, failing to update information within

seven (7) days of any change, engaging in any Illegal Uses, or failing to respond for over fifteen (15) days to inquiries by us concerning the accuracy of Account and whois contact information will constitute an incurable material breach of this Agreement and be a basis for suspension and/or cancellation of the Services.

3. You are responsible for regularly monitoring email sent to the email address in your Account. You may lose your rights to the domain name(s) or your right to receive the Services if you do not respond appropriately and timely to an email sent in conjunction therewith.

5. **Accessing Your Account:**

1. In order to change any of your Account or domain name whois information, you must access your Account with your Primary Service Provider or your Account with us. It is your duty to safeguard your Account login identifier and password from any unauthorized use. Any person in possession of your Account login identifier and password will have both the ability and your authorization to: modify your Account and domain name information; initiate transfers of your domain name(s) to other registrars; initiate information changes to your domain names which, may terminate your rights to use such domain name(s); update the DNS of your domain name(s), which may result in changes to the content associated with your domain name(s); and take other actions which may affect or terminate your rights and access to your domain name(s) and/or the Services.
2. We will take reasonable precautions to protect the information we obtain from you from loss, misuse, alteration, destruction, or unauthorized access or disclosure of that information and such reasonable precautions include procedures for

releasing Account access information to parties who claim to have lost Account access information. If we take reasonable precautions in relation thereto, 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, EVEN IF WE FAIL TO TAKE REASONABLE PRECAUTIONS, OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED BY THE LIMITATION OF LIABILITY PROVISION FOUND IN PARAGRAPH 13 OF THIS AGREEMENT.

3. If you contact us alleging that a third party has unauthorized access to your Account or domain names, we may charge you administrative fees, currently set at fifty dollars (\$50) 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 name(s) to you. You will indemnify us for any reasonable attorneys' fees and costs we may incur in relation to the matter, even if those fees and costs accrue as a result of defending an action, or responding to a threat of an action, initiated by you or a third party.

6. **Sharing of Whois Information:**

1. We will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, any ICANN-authorized escrow service, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other online whois lookup systems), whether during or after the term of your domain name registration services of the domain name. You irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of such information. 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, including by way of bulk whois data access provided to third parties who enter into a bulk whois data access agreement with us.

2. 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 icann.org/registrars/wmrp.htm, icann.org/registrars/wdrp.htm, and elsewhere on the ICANN website at icann.org.

5. **Our Services:**

1. **Domain Name Registration:**

1. We are accredited registrars with ICANN for generic top-level domain names ("gTLDs") (such as .com, .net, .org, etc.). ICANN oversees registrations and other aspects of the gTLDs. We also are registrars for a variety of country code top-level domain names ("ccTLDs") (such as .co.uk, .de, etc.). For a partial list of registry administrators and for more information on gTLDs, see icann.org/tlds. Domain name registrations are not effective until the registry administrator puts them into effect. Domain name registrations are only for limited terms which end on the expiration date. For domain names which are created as a new registration out of the pool of available domain names, the term begins on the date the domain name registration is acknowledged by the applicable

registry. For domain name registrations which were not returned to the pool of available domain names, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry.

2. We and your Primary Service Provider are not liable or responsible in any way for any errors, omissions, or any other actions by the registry administrator, including those arising out of or related to a request to register, renew, modify the settings for, or transfer a domain name registration. You acknowledge that domain name registration is a service, domain name registrations do not exist independently from services provided pursuant to this or a similar registration agreement with a registrar, domain name registration services do not create a property interest, and you have no such property interest in any domain name(s) which you may register with us.
3. If you submit an application for pre-registration of a domain name, we do not guarantee that the domain name will be secured for you or that you will have immediate access to the domain name if secured. In the event two (2) or more pre-registration applications are received for the same domain name and the domain name is secured, all applicants will be invited to a private auction to decide who gets the domain name. If you are such an applicant and wish to participate in the auction, you must first acknowledge any trademark claims notice that is shown to you and agree to any additional terms and conditions which may be applicable. We reserve the right to cancel any pre-registration request at any time and for any reason.

2. **Aftermarket Domain Names:**

1. We offer for sale domain names that are registered to third parties ("Aftermarket Domain Name(s)") in a variety of top level domain names. All Aftermarket Domain Name registrations are offered on a first come, first served basis. If you are the first to complete an Aftermarket 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 Aftermarket Domain Name to your Account. If the Aftermarket Domain Name is at another domain registrar at the time of your purchase, we will transfer your purchased Aftermarket Domain Name to us at no cost to you and will add one year to the existing registration period. If the After Market Domain Name is already located with us as the domain registrar at the time of your purchase and it has ninety (90) days or less from the date of your purchase before expiration, we will renew your Aftermarket Domain for you for free. If the Aftermarket Domain Name is already located with us as the domain registrar at the time of your purchase and it has ninety-one (91) days or more before expiration, you are responsible for all renewal fees. Any subsequent renewals of the Aftermarket Domain Name will be charged at the then-current renewal fee. Once you submit your order for an Aftermarket Domain Name, you have entered into a valid, binding, and enforceable contract to pay the designated purchase price for the Aftermarket Domain Name. Because we are selling Aftermarket 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 Aftermarket 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 Aftermarket 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.

2. Once the Aftermarket Domain Name is transferred into your Account, such Aftermarket Domain Name may not be transferred away from us to another registrar during the first sixty (60) days following the transfer, during which time the Aftermarket 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 Aftermarket Domain Name(s) acquired by you including, but not limited to, prohibition against any Illegal Uses.

3. **Not Included in the Services:**

1. We are not responsible for determining whether the domain name(s) you select, or the use you or others make of the domain name(s), or other use of the Services, infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use or allow others to use infringes legal rights of others.
2. We might be ordered by a court or arbitrator 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. Our policy is to comply with court orders from courts of competent jurisdiction(s) as well as UDRP and URS panel decisions. If you contact us informing us that you are contesting a court order from a court of competent jurisdiction, we may, but are not obligated to, place a transfer lock on the domain name pending the outcome of the dispute. If you contact us informing us that you are contesting an adverse UDRP or URS panel decision, your time limits and procedures to do so are subject to the requirements set forth in the UDRP or URS, respectively. We will not delay implementation of a UDRP or URS Panel decision based solely on your informing us that you intend to contest the decision.

4. Use of Free Services:

1. In consideration for providing additional optional Services for which we do not charge an additional fee including, but not limited to, free trials, URL forwarding, email forwarding, free parking page, free website hosting, free email services, or other free services which we may introduce from time to time ("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 any other advertising means, and we may aggregate for our own use, related usage data by means of cookies and other similar means. You will not be entitled to any of the proceeds we may earn as a result of such advertising. We may discontinue any Free Services at any time with or without providing you prior notice.
2. From time to time we may provide you with free or low-cost domain name(s) registration 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 the terms of this Agreement will apply 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 may be listed as the domain name registrant or we may delete such domain name(s) or make them available to others. 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, we may assign nameservers to the domain name and point the domain name to IP address(es) designated by us until the registration or renewal fee is paid.

6. Services Provided At-Will; Termination or Suspension of Services:

1. We and your Primary Service Provider may reject your domain name registration application or elect to discontinue providing Services to you for any reason within thirty (30) days of a Service initiation or a Service renewal. Outside of this period, we and your Primary Service Provider may terminate or suspend the Services at any time for cause, which, without limitation, includes (i) registration of prohibited domain name(s); (ii) abuse of the Services; (iii) payment irregularities; (iv) allegations of illegal conduct or infringement of any third party intellectual property right or other right; (v) failure to keep your Account or

whois information accurate and up to date; (vi) failure to respond to inquiries from us for over fifteen (15) calendar days; (vii) failure to comply with ICANN or registry policies; or (viii) if your use of the Services involves us in a violation or alleged violation of any third party's rights or acceptable use policies including, but not limited to, the transmission of unsolicited email or the violation or alleged violation of any intellectual property right or other right. No fee refund will be made when there is a suspension or termination of Services for cause.

2. At any time and for any reason, we may terminate the Services thirty (30) days after we send notice of termination via mail or email, at our option, to the whois contact information provided in association with your domain name registration. Following notice of termination other than for cause, you must transfer your domain name within such thirty (30) day notice period or risk that we may delete your domain name, transfer the registration services associated with your domain name to ourselves or to a third party, or suspend or modify Services related to your domain name. If we terminate Services for a reason other than cause, we will provide a *pro rata* refund of your fees.
3. If we terminate or suspend the Services provided to you under this Agreement, 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 provided to you. If we have grounds to terminate or suspend Services with respect to one domain name or in relation to other Services provided through your Account, we may terminate or suspend all Services provided through your Account.
4. We and any registry reserve the right to deny, cancel, or transfer any domain name registration or transaction, or place any domain name(s) on lock, hold, or similar status, as we or the registry deem necessary, in either our or the registry's unlimited and sole

discretion: (i) to protect the integrity and stability of the registry; (ii) to protect the integrity and stability of our systems; (iii) to comply with any applicable registry policies and/or procedures or ICANN rules and regulations including, without limitation, the registry agreement; (iv) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (v) to avoid any liability, civil or criminal, on the part of us or the registry, as well as our or the registry's affiliates, subsidiaries, officers, directors, and employees; (vi) to correct mistakes by us, another registrar, or the registry in connection with the domain name; (vii) following an occurrence of any of the prohibited activities described in Section 4.2 above; (viii) per the terms of this Agreement; or (ix) for the resolution of disputes concerning the domain name.

7. **Fees and Taxes:**

1. You agree to pay, prior to the effectiveness of the desired Services, the applicable Service fees set forth on the [Pricing Page](#) or otherwise communicated to you. In the event any of the fees for Services change, we will use reasonable efforts to give you thirty (30) days prior notice of such changes on the [Pricing Page](#) or by other reasonable means. Please check the [Pricing Page](#) often for changes to our 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 specifically provides for a refund. At our option, we may 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.
2. Unless specified otherwise, the fees for the Services do not include taxes. If we are required to pay ICANN fees or United States or international sales, use, property, value-added ("VAT"), royalty, license, or other taxes based on your use of the Services, then you must

pay such fees or taxes. This section does not apply to taxes based on our income.

8. **Payment Issues:** 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 Services, we and/or your Primary Service Provider may suspend access to any and all Accounts you have with us and/or your Primary Service Provider and all interests in and use of any domain name registration services, website hosting, and/or email services, including all data hosted on our systems and/or on the systems of your Primary Service Provider may be assumed by us or your Primary Service Provider, as the case may be, or may be terminated. We may reinstate your rights to and control over these Services solely at our discretion, and subject to our receipt of the unpaid fees and our then-current reinstatement fee set forth on the [Pricing Page](#) or otherwise communicated to you. Reinstatement of Services by your Primary Service Provider may be according to the terms between you and your Primary Service Provider relating to reinstatement. If you have an issue with credit card or other payment charges, you should contact your Primary Service Provider first, and us second regarding the issue before you contact your credit card or other payment process company to request a charge back or reversal of the charges.
9. **Expiration and Renewal of Services:** 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. With respect to domain name registration services, we and/or your Primary Service Provider will email a renewal notification approximately one (1) month and approximately one (1) week prior to each such domain name's expiration. In addition, if a domain name is not renewed, we and/or your Primary Service Provider will email an additional renewal notification within five (5) days after the expiration of such domain name's registration. All renewal notifications will be sent to primary contact for domain name. It is your

responsibility to maintain current and accurate credit card information should any Services be placed on "auto-renew." We and/or your Primary Service Provider will notify you when renewal fees are due. 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 Services, we may attempt to renew the Services a reasonable time before expiration, provided your credit card or other billing information is available and up to date. It is your responsibility to keep your billing information up to date and we are not required to, but may, contact you to update this information in the event that an attempted transaction is not processed successfully. Please note: for certain top level domain names, the automatic renewal option is not available.

10. **Expiration 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, we may direct the domain name to nameservers 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 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.

1. **Reactivation Period Process.** For a period of approximately thirty (30) days after expiration of the term of domain name registration services, we may provide a procedure by which expired domain name registration services may be renewed. We may, but are not obligated to, offer this process, called the "reactivation period." You assume all risks and all consequences if you wait until close to or after the expiration of the original term of domain name registration services to attempt to renew the domain name registration services. We may, in our sole

discretion, choose not to offer a reactivation period and we shall not be liable therefore. The reactivation period renewal process, if any, may involve additional fees which we and your Primary Service Provider may determine. We may make expired domain name services(s) available to third parties, we may auction off the rights to expired domain name services (the auction beginning close to the end or after the end of the reactivation period), and/or expired domain name registration services may be re-registered to any party at any time.

2. After the reactivation period, if any, we may:
 1. Discontinue the domain name registration services at any time thereafter without notice. In which case, certain registry administrators may provide procedures by which discontinued domain name registration services may nonetheless be renewed. We will participate in this process, typically called the "Redemption Grace Period" ("RGP"), for each gTLD registry administrator that provides it. We may, in our sole discretion, choose not to participate in the RGP process with respect to any or all of your ccTLD domain name registration services and we shall not be liable therefore. If available, RGP typically ends between thirty (30) and forty-two (42) days after the end of the reactivation period of the domain name services. The current RGP fee is set forth on the [Pricing Page](#) and does not include any registration fees that may also be due. We are not obliged to contact you to alert you that the domain name registration services are being discontinued; or
 2. Pay the registry's registration fee or otherwise provide for the registration services to be continued. In which case, we may then set the nameservers and the DNS settings for the domain name services, we may 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 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. We do not have to pay you any of the proceeds we may earn as a result. We are not obliged to contact you to alert you that the domain name registration services are being continued. The domain name will be designated as being in the extended redemption grace period ("ERGP"), and you will be allowed to assume, during the first 120 days of the then extant registration term, complete management of the domain name services, including the right to control the DNS settings, provided that you pay the ERGP fee (which is the same as the RGP fee) plus any registration fees. After the end of the 120-day period, if you do not exercise your rights under this provision, you have abandoned the domain name services, and relinquish all interests and use of the domain name services; or

3. If we auctioned the domain name services to a third party, we may transfer the domain name registration services to such third party. In which case, 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 may recover the domain name registration services prior to the end of the reactivation period, as such reactivation period applied to you. We are not obliged to contact you to alert you that the domain name registration services are or were auctioned. We do not have to pay you any of the proceeds we may earn as a result of such an auction.

11. Transfers:

1. Transfer of your domain name(s) services shall be governed by [ICANN's transfer policy](#), including the [Registrar Transfer Dispute Resolution Policy](#), as well as the UDRP and URS as described in Section 17 of this Agreement, as these policies may be modified from time to time. 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). Alternatively, you should contact your Primary Service Provider to have your domain name(s) services locked or unlocked or to obtain the EPP "authcode. If your Primary Service Provider is unresponsive, you may contact us to have your domain name(s) locked or unlocked or to obtain the EPP authcode though we may first contact your Primary Service Provider to request that the Primary Service Provider address the request. Only the registrant listed in the whois information may approve or deny a transfer request. Without limitation, domain name services may not be transferred within sixty (60) days of initial registration, within sixty (60) 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. We will follow the procedures for both gaining and losing registrars as outlined in ICANN's transfer policies. Transfer requests typically take five (5) 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 following a redemption of the domain name, if any. You may be required to resubmit a transfer request if there is a communication failure or other problem at either our end or at the registry. YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER WHETHER OR NOT THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.
2. Upon initial registration, we may place a "Registrar Lock" ("ClientTransferProhibited" status) on your

domain name services and 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, which may be done within your Account.

3. You explicitly authorize us and/or your Primary Service Provider to act as your "Designated Agent" (as defined in ICANN's transfer policy) to approve each "Change of Registrant" (as defined in ICANN's transfer policy) on your behalf.
12. **Ownership of Information and Data:** We own all database, compilation, collective, and similar rights, titles, and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. 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, email address, voice telephone number, and, where available, fax number of the registrant and 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 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.
13. **Agents and Licenses:** If you are registering a domain name for or on behalf of someone else, you represent that you have the authority to and will bind that person as a principal to all terms and conditions provided herein. If you license the use of a domain name you register to us or a to

third party, you remain the domain name holder of record, and remain responsible for all obligations at law and under this Agreement including, but not limited to: payment obligations; providing (and updating, as necessary) full registrant contact information; providing (and updating, as necessary) 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 ensuring non-infringement of any third party intellectual property rights or other rights.

14. **LIMITATION OF LIABILITY:** WE WILL NOT BE LIABLE FOR ANY (A) SUSPENSION OR LOSS OF THE SERVICES; (B) USE OF THE SERVICES; (C) INTERRUPTION OF SERVICES OR INTERRUPTION OF YOUR BUSINESS; (D) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR WEB SITE(S) OR SERVICES OR DELAYS OR ACCESS INTERRUPTIONS YOU EXPERIENCE IN RELATION TO A DOMAIN NAME REGISTERED WITH US; (E) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL; (F) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION, OR OTHER MODIFICATION; (G) THE PROCESSING OF AN APPLICATION FOR A DOMAIN NAME REGISTRATION; (H) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (I) APPLICATION OF ANY DISPUTE POLICY. NEITHER WE NOR YOUR PRIMARY SERVICE PROVIDER WILL 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 OR YOUR PRIMARY SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR OR YOUR PRIMARY SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR SERVICES, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS (US\$400.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES,

IN SUCH STATES, OUR AND YOUR PRIMARY SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. **Indemnity:** You hereby release and agree to indemnify, defend, and hold us, ICANN, the registry operators, and your Primary Service Provider, as well as the contractors, agents, employees, officers, directors, shareholders, and affiliates of such parties harmless from and against any and all liabilities, claims, damages, costs, and expenses, including reasonable attorneys' fees and court costs, from third party claims relating to or arising under this Agreement, including any breach of any of your representations, warranties, covenants, or obligations set forth in this Agreement, the Services provided hereunder, or your use of the Services including, without limitation, infringement or alleged infringement by you or by anyone else using the Services, of any intellectual property or other right of any person or entity, or from the violation or alleged violation of any of our or ICANN's operating rules or policies relating to the Services provided. We may seek written assurances from you in which you promise to indemnify, defend, 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 any or all Services. This indemnification is in addition to any indemnification (a) required under the UDRP, URS, or any other ICANN policy or any policy of any relevant registry; or (b) set forth elsewhere in this Agreement.
16. **REPRESENTATIONS AND WARRANTIES:** YOU REPRESENT AND WARRANT THAT 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 SERVICES INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY OR WILL OTHERWISE SUBJECT US TO A LEGAL CLAIM. THE

SERVICES ARE INTENDED FOR USE BY PERSONS WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AND BY USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD AND ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR PROCUREMENT OF THE SERVICES IS ACCURATE. ALL SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS. EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS ICANN-APPROVED DOMAIN NAME REGISTRARS, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES 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. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR EMAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND 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 EMAIL SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH OUR EMAIL SERVICES. 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; WHERE THESE

EXCLUSIONS ARE NOT ALLOWED, THE EXCLUSIONS ABOVE SHALL APPLY TO THE FULLEST EXTENT ALLOWABLE.

17. **Dispute Resolution Policy:** You are bound by all ICANN consensus policies and all policies of any relevant registry, including but not limited to: (i) [the Uniform Domain Name Dispute Resolution Policy](#) ("UDRP"), along with the UDRP Rules and all Supplemental Rules of any UDRP provider; and (ii) [the Uniform Rapid Suspension System](#) ("URS"), along with the URS Rules and all Supplemental Rules of any URS provider. The UDRP and URS may be changed by ICANN (or ICANN's successor) at any time. 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 and URS in effect at the time your domain name registration is disputed by the third party. 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 and URS. If you or your domain name is the subject of litigation, we may deposit control of your domain name record into the registry of the judicial body by providing a party with a registrar certificate.
18. **Governing Law and Jurisdiction for Disputes:**
 1. Except as otherwise set forth in the UDRP, URS, 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 Washington, as if the Agreement was a contract wholly entered into and wholly performed within the State of Washington.
 2. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by arbitration in King County, Washington, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive

Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS MEMBER IN ANY FORM OF A CLASS PROCEEDING. Further, unless both you and we expressly agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class proceeding. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You explicitly 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.

3. 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 Bellevue, Washington.
19. **Notices:** Any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered to the Account and/or any domain name whois information you have provided.
20. **Additional Registry Requirements:** Some registries have additional contractual requirements that you agree to by

registering domain names from those registries. You are responsible for reviewing any terms and conditions applicable to or provided by such registries.

21. **General:** This Agreement and all applicable ICANN policies and the policies of any relevant registry including, but not limited to, the UDRP and URS, together with any and all future modifications, constitute the complete and exclusive agreement between you and us, and supersede and govern all prior proposals, agreements, or other communications. You represent, warrant, and agree that upon entering into this Agreement, that you are not relying upon and have not relied upon any representation, promise, or statement made by anyone which is not recited, contained, or embodied in this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. 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. 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. 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. The parties hereby incorporate the requirements of 41 CFR 60-1.4(a), 300.5(a) and 741.5, if applicable.

Solutions

Sell domain names

Sell SSL/TLS

Sell low-cost email

Support

Contact us

Help Center

System status

Resources

Whois lookup

Data use & information

Report abuse

Legal, policies & agreements

About

Company

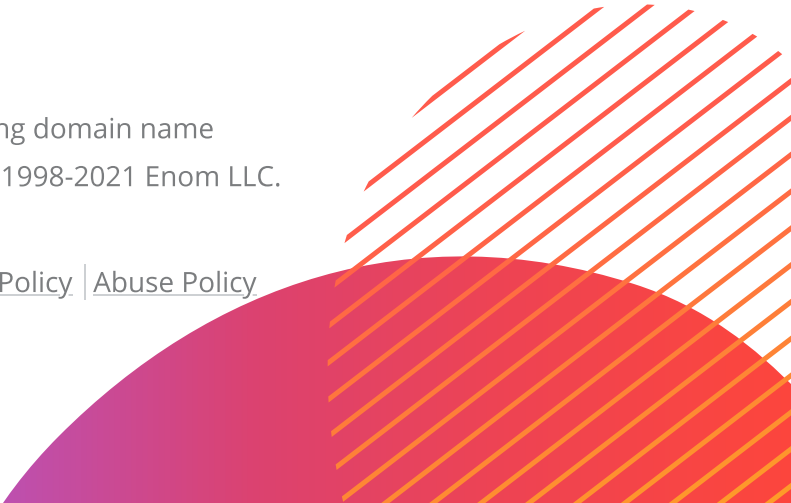
Blog

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MICROSOFT CORP.,

Plaintiff,

v.

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

Defendants.

Case No. 20-CV-1217 (LDH)

FILED UNDER SEAL

**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) Electronic Communications Privacy Act, 18 U.S.C. § 2701; (3) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.* (4) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (5) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c); (6) common law trespass to chattels; (7) conversion; (8) unfair competition; and (9) unjust enrichment. Plaintiff 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 Does (“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), CAN-SPAM Act (15 U.S.C. § 7704), 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), 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,” 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. install on those computers and computer networks malicious code and thereby gain control over those computers and computer networks in order to make them part of a botnet;
 - 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 (i) installing malicious code on computers and computer networks in order to make them part of a botnet, (ii) sending unsolicited spam e-mail to Microsoft's email services, (iii) sending unsolicited spam e-mail that falsely indicates that they are from or approved by Microsoft, (iv) delivering malicious software designed to steal financial account credentials, (v) delivering malicious "ransomware" software designed to lock access to computers and demand a ransom from victims, (vi) carrying out fraudulent schemes, (vii) monitoring the activities of users and stealing information from them, and (viii) attacking 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 carry out the foregoing activities.

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 **Appendices A and B** 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 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 **Appendices A and B** 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 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 engaged or will engage in illegal activity using the Internet domains identified in **Appendices A and B** to this Order to host the command and control software and content used to infect and compromise the computers and networks of Microsoft's customers to maintain and operate the botnet. There is good cause to believe that to immediately halt the injury caused by Defendants, the domain set forth in **Appendix A** to this Order must be immediately transferred to the control of Microsoft

and redirected to the Microsoft-secured name-servers named NS080A.microsoftinternetsafety.net and NS080B.microsoftinternetsafety.net, thus making them inaccessible to Defendants for command and control purposes. There is good cause to believe that to immediately halt the injury caused by Defendants, each of the Defendants' prospective domains set forth in **Appendix B** to this Order must be prevented from being registered by Defendants and prevented from entering the zone file, thus making them inaccessible to Defendants for command and control purposes.

8. 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 using the Internet domains identified in **Appendices A and B** to this Order to the computers of Microsoft's customers.

9. There is good cause to direct that third-party Internet registrars reasonably assist in the implementation of the Order and refrain from frustrating the implementation and purposes of this Order, pursuant to 28 U.S.C. § 1651(a) (the All Writs Act).

10. There is good cause to believe that Defendants have specifically directed their activities to computers of Microsoft's customers located in New York and the Eastern District of New York, have engaged in illegal activity using the Internet domains identified in **Appendices A and B** to this Order by using those domains to carry out the illegal conduct described in this Order, and to injure Microsoft, Microsoft's customers and the public. There is good cause to believe that Defendants have directed malicious code and content through the domains and the domain registration facilities of the domain registries identified in **Appendices A and B** to this Order.

11. 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 **Appendices A** and **B** to this Order on such particular date and time within seven (7) days of this Order as may be reasonably requested by Microsoft.

12. There is good cause to believe that if Defendants are provided advance notice of Microsoft's TRO Application or this Order, they would move the botnet infrastructure, allowing them to continue their misconduct, and 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.

13. 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, when undertaken in combination, 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) 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.

14. There is good cause to believe that the harm to Microsoft of denying the relief requested in the 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, 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 or in excess of 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 email services, (4) sending unsolicited spam e-mail that falsely indicates that they are from or approved by Microsoft, (5) attacking and compromising the security of the computers and networks of Microsoft and its customers, (6) stealing and exfiltrating information from computers and computer networks, (7) delivering malicious software designed to steal financial account credentials, (8) delivering malicious "ransomware" software designed to lock access to computers and demand a ransom from victims, (9) carrying out fraudulent schemes, (10) monitoring the activities of Microsoft's customers and stealing information from them, (11) attacking computers and networks, monitoring activities of users, and theft of information, (12) corrupting Microsoft's operating system and applications on victims' computers and networks, thereby using them to carry out the foregoing activities, (13) misappropriating that which rightfully belongs to Microsoft, its customers or in which Microsoft or its customers have a proprietary interest, (14) 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 **Appendices A** and **B** to this Order and through any other component or element of the command and control infrastructure at any location, and (15) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, or the public.

B. 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," bearing registration number 5449084, "Windows," bearing registration number 2463526, 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 or previously registered Internet domain(s) set forth in **Appendix A** (the "Domains") to this Order and the Complaint, pursuant to the All Writs Act (28 U.S.C. § 1651), the domain registries shall take the following actions:

A. On such particular date and time within seven (7) days of this Order as may be reasonably requested by Microsoft, shall unlock and change the registrar of record for the Domains 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 Domains under its control, the domain registry for the Domains, or its administrators, including backend registry operators or administrators, shall change, or assist in changing, the registrar of record for the Domains 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 Domains 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. Once the registrar of record is changed to MarkMonitor or such other registrar specified by Microsoft, Microsoft and/or such registrar shall take the following steps:

1. The Domains 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 Domains;
2. The Domains shall be redirected to secure servers by changing the authoritative name servers to NS080A.microsoftinternetsafety.net and NS080B.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 Domains 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;

3. 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

4. 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;
5. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrars.

IT IS FURTHER ORDERED that, with respect to the discrete set of dynamically generated domains set forth at **Appendix B** to this Order, that are being generated and will be generated by the botnet code for a period of 25 months from the date of this order, pursuant to stipulation and pursuant to the All Writs Act (28 U.S.C. § 1651), the domain registries shall take the following actions:

A. The domain registry and service providers Neustar, Inc., Afilias USA, Inc., Public Interest Registry and ICM Registry LLC, identified in Appendix B to this Order, shall take reasonable steps to prevent such domains from entering the zone file, consistent with its

operational capabilities in order to prevent the domains from being controlled by the Defendants or third parties. Means of compliance with this term shall include implementation of proprietary systems by Neustar, Inc., Afilias USA, Inc., Public Interest Registry and ICM Registry LLC that seek to automatically prevent registration of domains, or pre-registering such domains in an Afilias USA, Inc. "house account," or other means reasonably calculated to prevent registration of the dynamically generated domains by Defendants or any third party. "Dynamically generated domains" shall mean the discrete list of domains automatically generated by the botnet software running on test machines in a laboratory environment and which is not subject to discretion. Nothing in the foregoing shall prevent registration or activation of the domains by Microsoft or its security industry partners Stichting Registrar of Last Resort Foundation and The Shadowserver Foundation for purposes of analysis of the botnet.

B. The domain registry and service provider Verisign, Inc., identified in Appendix B to this order, shall take reasonable measures, at the registry's discretion, to cause the dynamically generated domains in Appendix B to be unresolvable. "Dynamically generated domains" shall mean the discrete list of domains automatically generated by the botnet software running on test machines in a laboratory environment and which is not subject to discretion. Nothing in the foregoing shall prevent registration or activation of the domains by Microsoft or its security industry partners Stichting Registrar of Last Resort Foundation and The Shadowserver Foundation for purposes of analysis of the botnet.

C. The foregoing domain registries shall treat any domain names set forth in Appendix B that have been registered as if they are included in Appendix A unless otherwise instructed by Microsoft or its delegates.

IT IS FURTHER ORDERED that the data centers, hosting providers and domain

registries identified in this Order shall work with Microsoft in good faith to implement this Order. Microsoft is directed to serve a copy of this Order upon Defendants, the data centers and hosting providers and domain registries identified in 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 upon the Defendants by any means authorized by law, including the combination of (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 March 17, 2020 at 11:30 a.m. 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.

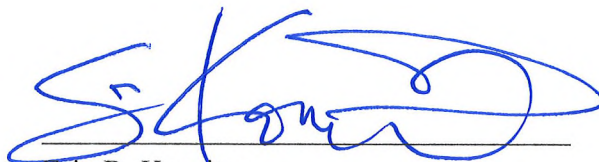
IT IS FURTHER ORDERED that Microsoft shall post bond in the amount of \$50,000 to be paid into the Court registry.

IT IS FURTHER ORDERED that 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 5th day of March, 2020

A handwritten signature in blue ink, appearing to read 'E. Komitee', is written over a horizontal line.

Eric R. Komitee
UNITED STATES DISTRICT JUDGE

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: 1: 20cv730

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 Lanham Act (15 U.S.C. §§ 1114(a)(1), 1125(a), (c)); and (3) the common law of trespass to chattels, conversion and unjust enrichment. 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 Lanham Act (15 U.S.C. §§ 1114, 1125), and the common law of trespass to chattels, conversion and 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) and the Lanham Act (15 U.S.C. §§ 1114, 1125), and constitute trespass to chattels, conversion and unjust enrichment, and that Microsoft is, therefore, likely to prevail on the merits of this action;

3. Microsoft owns the registered trademarks Microsoft, Microsoft corporate logo, OneDrive, SharePoint 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 and are likely to engage in violations of the foregoing law by:

- a. intentionally accessing protected computers and sending malicious Web Apps to protected computers and computer networks of Microsoft, and to the online accounts of Microsoft's customers, without authorization or exceeding authorization, and/or attempting the activities, in order to:
 - i. steal and exfiltrate information from those computers, online accounts, and computer networks;
 - ii. attack and compromise the security of Microsoft's protected computers

and networks, and the online accounts of Microsoft's customers, by conducting remote reconnaissance, stealing authentication tokens and credentials, monitoring the activities of users, and using other instrumentalities of theft; and

iii. defraud Microsoft's customers.

- b. deploying computers, internet domains and IP addresses by which means Defendants conduct and/or attempt to conduct illegal activities, including attacks on computers, online accounts, and networks, monitoring activities of users, theft of information stored in online accounts and defrauding Microsoft's customers;**

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 evidence of Defendants' misconduct that is hosted at and otherwise operates through the internet domains listed in Appendix A to this Order, 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 technical infrastructure at issue in Microsoft's TRO Application and listed in Appendix A, 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 at 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 by using those domains to deceive users of Microsoft's products and services and by directing and/or attempting to direct Web Apps software, code, commands and content to protected computers and networks of Microsoft and to the online accounts of Microsoft's customers for the purpose of perpetuating illegal conduct and causing damage to Microsoft. There is good cause to believe that Defendants have directed said Web Apps software, code, commands and content through certain instrumentalities – specifically the internet domains and the internet domain registration facilities of the domain registries identified in Appendix A.

8. There is good cause to believe that Defendants have engaged in illegal activity by using the internet domain registration facilities of the internet domain registries identified in Appendix A to register the internet domains identified in Appendix A, so as to deceive Microsoft's customers to attempt to steal authentication tokens and credentials for their Microsoft online accounts, and to deliver and/or attempt to deliver from those domains the malicious Web Apps software, code, commands and content that Defendants use to attempt to access Microsoft's services without authorization and to attempt to obtain 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 attempt to steal computer users' account authentication tokens and credentials and to attempt to use such tokens and credentials for illegal purposes, including unlawful access of online accounts.

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 Web Apps software, code, commands and content from the internet domains identified in Appendix A to the protected computers and networks of Microsoft and to the online accounts 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 attempt to compromise accounts of Microsoft's customers and to attempt to steal information from them. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' domains set forth in Appendix A must be immediately transferred beyond the control of Defendants, thus making them inaccessible to Defendants.

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 and the internet hosting companies identified in Appendix A 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 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 protected computers and sending malicious Web Apps software, code, commands and content to the protected computers and computer networks of Microsoft and to the online accounts of customers of Microsoft, without authorization or exceeding authorization; (2) stealing and exfiltrating information from the foregoing computers, computer networks and online accounts; (3) attacking and compromising the security of the foregoing computers, computer networks and online accounts by conducting remote reconnaissance, stealing authentication tokens and credentials, monitoring the activities of users, and using other instrumentalities of theft; (4) defrauding Microsoft's customers, (5) deploying computers, internet domains and IP addresses to conduct illegal activities, including attacks on computers and networks, monitoring activities of users, and theft of information stored in online

accounts; (6) using deceptive and fraudulent methods to attempt to steal computer users' authentication tokens and online account credentials and to attempt to use such tokens and credentials for illegal purposes; (6) accessing Microsoft's services without authorization and sending malicious Web Apps software, code, commands and content from the internet domains identified in Appendix A to the computers and computer networks of Microsoft and to the online accounts of Microsoft's customers; (7) using the internet domains identified in Appendix A to attempt to compromise accounts of Microsoft's customers and to attempt to steal information from them; (8) configuring, deploying, operating, or otherwise participating in or facilitating infrastructure described in the TRO Application, including but not limited to the software operating through the internet domains set forth in Appendix A and through any other component or element of the Defendants' illegal infrastructure at any location; (9) stealing information from Microsoft's customers; (10) misappropriating that which rightfully belongs to Microsoft, its customers, or in which Microsoft or its customers have a proprietary interest; or (11) 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, Microsoft corporate logo, OneDrive, SharePoint and Office 365 and/or other trademarks, trade names, and/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, the domain registries located in the United States 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 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

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 Microsoft;

D. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrars.

E. With regard to any domain registries or registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions as the foregoing so as to neutralize the threat posed by the Defendants to the citizens 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, set forth in Appendix A, to effectuate this request.

IT IS FURTHER ORDERED that, with respect to the internet domains set forth in Appendix A, the domain registrars located in the United States shall preserve, retain and produce to Microsoft all documents and information sufficient to identify and contact Defendants and Defendants' representatives operating or controlling the internet domains 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 internet domains.

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' internet domain registrars and/or hosting companies and as agreed to by Defendants in the internet 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 July 10, 2020 at 10:00 am by telephone 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 a surety bond in the amount of \$50,000 to be paid into the Court registry.

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 1st day of ~~June~~, 2020

July

/s/ [Signature]
Liam O'Grady
United States District Judge
UNITED STATES DISTRICT JUDGE

APPENDIX A**.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****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:****649712c9fae543dbb1aa0fd78c804ed.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://wdpra.internic.net/ >>> Last update of WHOIS database: 2020-05-16T11:42:28.55Z <<<
OFFICESUITESOFT.COM	<u>Registrar</u> Namecheap Inc. 4600 East Washington Street, Suite 305 Phoenix, AZ 85034 Domain name: officesuitesoft.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 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:
361349b7019e4ffcaa8189520398802e.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:
361349b7019e4ffcaa8189520398802e.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:
361349b7019e4ffcaa8189520398802e.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/
OFFICEHNOG.COM	<p><u>Registrar</u> Namecheap Inc. 4600 East Washington Street, Suite 305 Phoenix, AZ 85034</p> <p>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</p>

	<p> 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 <<< </p>
OFFICESUITED.COM	<p> <u>Registrar</u> Namecheap Inc. 4600 East Washington Street, Suite 305 Phoenix, AZ 85034 </p> <p> 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 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: http://wdprs.internic.net/ >>> Last update of WHOIS database: 2020-05-16T17:23:43.56Z <<<
OFFICEMTR.COM	<u>Registrar</u> Namecheap Inc. 4600 East Washington Street, Suite 305 Phoenix, AZ 85034 Domain name: officemtr.com Registry Domain ID: 2460235581_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: 2019-11-27T01:01:50.00Z
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:

	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: http://wdprs.internic.net/ >>> Last update of WHOIS database: 2020-05-16T21:24:09.71Z <<<
MAILITDAEMON.COM	GoDaddy.com, LLC 14455 North Hayden Rd., Ste. 219 Scottsdale, AZ 85260 Domain Name: mailitdaemon.com Registry Domain ID: 2466584834_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com 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: 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: mailitdaemon.com@domainsbyproxy.com 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 <<<</p>
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**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.

JOHN DOES 1-2,

Defendants.

Civil Action No: 1:20 cv 502

**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

/s/ [Signature]
Liam O'Grady
~~United States District Judge~~
UNITED STATES DISTRICT JUDGE

[Faint, mostly illegible text from the body of the document]

United States District Judge
William O. Grady

[Faint handwritten notes or stamps]

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/g/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>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: sophosfirewallupdate.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: sophosfirewallupdate.com@domainsbyproxy.com Name Server: NS11.DOMAINCONTROL.COM Name Server: NS12.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/ >>> Last update of WHOIS database: 2020-04-29T06:00:00Z <<<</p>
SOPHOSENERPRISECENTER.COM	<p>Domain Name: sophosenterprisecenter.com Registry Domain ID: 2507917915_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-03-27T05:54:59Z Creation Date: 2020-03-27T05:54:58Z Registrar Registration Expiration Date: 2022-03-27T05:54:58Z 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</p>

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: sophosenterprisecenter.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: sophosenterprisecenter.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: sophosenterprisecenter.com@domainsbyproxy.com

	<p>com Name Server: NS57.DOMAINCONTROL.COM Name Server: NS58.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/</p>
SOPHOSPRODUCTUPDATE.COM	<p>Domain Name: sophosproductupdate.com Registry Domain ID: 2507933291_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com 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: 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: sophosproductupdate.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</p>

	<p> Admin Country: US Admin Phone: +1.4806242599 Admin Phone Ext: Admin Fax: +1.4806242598 Admin Fax Ext: Admin Email: sophosproductupdate.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: sophosproductupdate.com@domainsbyproxy.com Name Server: NS27.DOMAINCONTROL.COM Name Server: NS28.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/ >>> Last update of WHOIS database: 2020-04-29T06:00:00Z << </p>
FILEDOWNLOADERSERVERS.COM	<p> Domain Name: filedownloaderservers.com Registry Domain ID: 2476552089_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-01-06T13:45:34Z 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 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 </p>

	<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@domainsbypr oxy.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 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: filedownloaderservers.com@domainsbyproxy.c om Name Server: NS43.DOMAINCONTROL.COM Name Server: NS44.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/</p>
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RAGNAROKFROMASGARD.COM	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
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	Tech City: Kepala Batas Tech State/Province: Kedah Tech Postal Code: 06200 Tech Country: SG Tech Phone: +60.149588378 Tech Phone Ext: Tech Fax: Tech Fax Ext: Tech Email: ragnarok3fv@protonmail.com
XN--RFLEXION-BIA.COM	Domain Name: xn--rflexion-bia.com Registry Domain ID: 2476172687_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-01-05T16:16:19Z Creation Date: 2020-01-05T16:16:18Z Registrar Registration Expiration Date: 2021-01-05T16:16:18Z 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: xn--rflexion-bia.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

	<p> 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-b1a.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-b1a.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 <<< </p>
RÉFLEXION.COM	<p> Domain Name: réflexion.com Registry Domain ID: 2476172687_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-01-05T16:16:19Z Creation Date: 2020-01-05T16:16:18Z Registrar Registration Expiration Date: 2021-01-05T16:16:18Z 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 </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-b1a.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-b1a.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-b1a.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 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: 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>

	Admin Email: filedownloaderserverx.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: filedownloaderserverx.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/
FILEDOWNLOADERSERVER.COM	Domain Name: filedownloaderserver.com Registry Domain ID: 2476552087_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 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

	<p> Registrant Postal Code: 85260 Registrant Country: US Registrant Phone: +1.4806242599 Registrant Phone Ext: Registrant Fax: +1.4806242598 Registrant Fax Ext: Registrant Email: filedownloaderserver.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: filedownloaderserver.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: filedownloaderserver.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/ </p>
UPDATEFILESERVERCROSS.COM	<p> Domain Name: updatefileservercross.com Registry Domain ID: 2476552090_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-01-06T13:45:34Z Creation Date: 2020-01-06T13:45:34Z </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:
updatefileservcross.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:
updatefileservcross.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: updatefileservcross.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/
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.ME DOMAINS

Registry

Afilias, Inc.
300 Welsh Road
Building 3, Suite 105
Horsham, Pennsylvania 19044
United States

9SG.ME	Domain Name: 9sg.me Registry Domain ID: D425500000049999351-AGRS Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com 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: 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: CR332646101 Registrant Name: Registration Private Registrant Organization: Domains By Proxy, LLC Registrant Street: DomainsByProxy.com
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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: 9sg.me@domainsbyproxy.com
Registry Admin ID: CR332646105
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: 9sg.me@domainsbyproxy.com
Registry Tech ID: CR332646103
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: 9sg.me@domainsbyproxy.com
Name Server: NS33.DOMAINCONTROL.COM
Name Server: NS34.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2020-04-29T07:00:00Z <<<

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

DXC TECHNOLOGY COMPANY, a
Nevada corporation,

Plaintiff,

v.

JOHN DOES 1-2,

Defendants.

Civil Action No: 1:20-cv-00814-RDA-MSN
SEALED

**FILED UNDER SEAL PURSUANT TO
LOCAL RULE 5**

**[PROPOSED] EX PARTE TEMPORARY RESTRAINING ORDER AND
ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION**

Plaintiff DXC Technology Company has filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) Electronic Communications Privacy Act, 18 U.S.C. § 2701(a); and (3) the common law of trespass to chattels, conversion, and unjust enrichment. DXC 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 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 DXC'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), and common law of trespass to chattels, conversion, and 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 Electronic Communications Privacy Act (18 U.S.C. § 2701), and constitute common law of trespass to chattels, conversion, and unjust enrichment, and that DXC is, therefore, likely to prevail on the merits of this action.

3. DXC has been the target of directed malicious acts intended to disrupt DXC’s services, infiltrate DXC systems, and infect DXC’s and its customers’ systems with malicious ransomware software and exfiltrate information, including credentials. 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 DXC’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 DXC 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 DXC, 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;

4. There is good cause to believe that if such conduct continues, irreparable harm will occur to DXC. 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 DXC's TRO Application and accompanying declarations and exhibits, DXC is likely to be able to prove that:

- b. Defendants are engaged in activities that directly violate United States law and harm DXC;
- c. Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;
- d. Defendants are likely to delete or to relocate the command and control software at issue in DXC'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
- e. Defendants are likely to warn their associates engaged in such activities if informed of DXC's action.

6. DXC's request for this emergency *ex parte* relief is not the result of any lack of diligence on DXC's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b) 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, DXC is relieved of the duty to provide Defendants with prior notice of DXC's motion.

7. There is good cause to believe that Defendants have specifically directed their activities to DXC's computers and networks 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 DXC's computers and networks 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 DXC's computers and networks devices without authorization and prohibited from sending malicious code, content and commands from the Internet domains identified in **Appendix A** to this Order to DXC's computers and networks 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 DXC's computers and networks 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 DXC, 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 DXC 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 DXC.

11. There is good cause to believe that Defendants may change the Internet domains that they use to conduct illegal activities, and that DXC 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 registrar and registries 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 DXC's protected computers, including its computers and networks devices, or the computers or networks of any other party, without authorization; (2) intentionally attacking and compromising computers or networks of DXC 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 or exfiltrating information from DXC or any other party, including through the foregoing activities; (5) delivering malicious software designed to steal account credentials, (6) delivering malicious "ransomware" software designed to lock access to computers and demand a ransom from victims, (7) carrying out fraudulent schemes, (8) misappropriating that which rightfully belongs to DXC or any other party, or in which DXC or any other party has a proprietary interest, including through the foregoing activities; (9) downloading or offering to download additional malicious software onto DXC's computers and networks or the computer of any other party; (10) monitoring the activities of DXC's customers and stealing information from them, (11) attacking computers and networks, monitoring activities of users, and theft of information or (12) undertaking any similar activity that inflicts harm on DXC, any other party or the public.

IT IS FURTHER ORDERED that, with respect to any currently registered Internet domains set forth in **Appendix A** to this Order, the domain registrar and registries set forth in

Appendix A shall take the following actions:

A. Within two (2) business days of receipt of this Order, and as soon as is possible, shall unlock and change the registrar of record for the domains to MarkMonitor or such other registrar specified by DXC. 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 subsidiaries, within two (2) business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the domains MarkMonitor or such other registrar specified by DXC. The purpose of this paragraph is to ensure that DXC has control over the hosting and administration of the domains in its registrar account at MarkMonitor or such other registrar specified by DXC. DXC 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 DXC:

**Domain Administrator
DXC Technology Company
1775 Tysons Blvd
Tysons, Virginia 22102
United States
Webmaster@dxc.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 DXC;

D. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrar and registries.

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 registrar and registries 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 August 5, 2020 at 11:00 A.M. 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 DXC shall post bond in the amount of \$ 50,000 to be paid into the Court registry.

IT IS FURTHER ORDERED that DXC 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 **DXC's** counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later the Friday prior to the hearing on **DXC's** request for preliminary injunction.

It is SO ORDERED.

Alexandria, Virginia
July 22, 2020 at 1:20 p.m.

/s/

A handwritten signature in blue ink, appearing to be "RA", is written over a rectangular stamp area.

Rossie D. Alston, Jr.
United States District Judge

APPENDIX A

.SPACE DOMAINS

Registrar

**PDR Ltd. d/b/a PublicDomainRegistry.com
c/o Endurance International Group, Ltd.
10 Corporate Drive
Burlington, MA 01803**

Registry

**DotSpace Inc. (Radix)
F/19, BC1, Ras Al Khaimah FTZ, P.O Box # 16113
Ras Al Khaimah, Ras Al Khaimah 16113
AE
Tel: +1 415 449 4774
Email: contact@radixregistry.com
<http://radixregistry.com/>**

Probes.space

**Domain Name: PROBES.SPACE
Registry Domain ID: Not Available From Registry
Registrar WHOIS Server: whois.publicdomainregistry.com
Registrar URL: www.publicdomainregistry.com
Updated Date: 2020-06-25T12:09:09Z
Creation Date: 2020-06-25T12:09:08Z
Registrar Registration Expiration Date: 2021-06-25T23:59:59Z
Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com
Registrar IANA ID: 303
Domain Status: clientTransferProhibited
<https://icann.org/epp#clientTransferProhibited>
Registry Registrant ID: Not Available From Registry
Registrant Name: Sergey
Registrant Organization:
Registrant Street: Moscow
Registrant City: Moscow
Registrant State/Province: Moscow
Registrant Postal Code: 143900
Registrant Country: RU
Registrant Phone: +7.9124531269
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: probeswork666@gmail.com
Registry Admin ID: Not Available From Registry
Admin Name: Sergey
Admin Organization:
Admin Street: Moscow
Admin City: Moscow
Admin State/Province: Moscow**

Admin Postal Code: 143900
Admin Country: RU
Admin Phone: +7.9124531269
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: probeswork666@gmail.com
Registry Tech ID: Not Available From Registry
Tech Name: Sergey
Tech Organization:
Tech Street: Moscow
Tech City: Moscow
Tech State/Province: Moscow
Tech Postal Code: 143900
Tech Country: RU
Tech Phone: +7.9124531269
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: probeswork666@gmail.com
Name Server: casey.ns.cloudflare.com
Name Server: desiree.ns.cloudflare.com
DNSSEC: Unsigned
Registrar Abuse Contact Email: abuse-
contract@publicdomainregistry.com
Registrar Abuse Contact Phone: +1.2013775952
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2020-07-17T01:11:09Z
<<<

For more information on Whois status codes, please visit
<https://icann.org/epp>

Registration Service Provided By: REGWAY.COM

.WEBSITE DOMAINS

Registrar

PDR Ltd. d/b/a PublicDomainRegistry.com
c/o Endurance International Group, Ltd.
10 Corporate Drive
Burlington, MA 01803

Registry

DotWebsite Inc. (Radix)
F/19, BC1, Ras Al Khaimah FTZ, P.O Box # 16113
Ras Al Khaimah, Ras Al Khaimah 16113
AE

Tel: +1 415 449 4774
Email: contact@radixregistry.com
<http://radixregistry.com/>

Probes.website

Domain Name: PROBES.WEBSITE
Registry Domain ID: Not Available From Registry
Registrar WHOIS Server: whois.publicdomainregistry.com
Registrar URL: www.publicdomainregistry.com
Updated Date: 2020-06-25T12:09:10Z
Creation Date: 2020-06-25T12:09:08Z
Registrar Registration Expiration Date: 2021-06-25T23:59:59Z
Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com
Registrar IANA ID: 303
Domain Status: clientTransferProhibited
<https://icann.org/epp#clientTransferProhibited>
Registry Registrant ID: Not Available From Registry
Registrant Name: Sergey
Registrant Organization:
Registrant Street: Moscow
Registrant City: Moscow
Registrant State/Province: Moscow
Registrant Postal Code: 143900
Registrant Country: RU
Registrant Phone: +7.9124531269
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: probeswork666@gmail.com
Registry Admin ID: Not Available From Registry
Admin Name: Sergey
Admin Organization:
Admin Street: Moscow
Admin City: Moscow
Admin State/Province: Moscow
Admin Postal Code: 143900
Admin Country: RU
Admin Phone: +7.9124531269
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: probeswork666@gmail.com
Registry Tech ID: Not Available From Registry
Tech Name: Sergey
Tech Organization:
Tech Street: Moscow
Tech City: Moscow
Tech State/Province: Moscow
Tech Postal Code: 143900
Tech Country: RU
Tech Phone: +7.9124531269

	<p> Tech Phone Ext: Tech Fax: Tech Fax Ext: Tech Email: probeswork666@gmail.com Name Server: ajay.ns.cloudflare.com Name Server: tricia.ns.cloudflare.com DNSSEC: Unsigned Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/ >>> Last update of WHOIS database: 2020-07-17T08:08:09Z <<< </p> <p> For more information on Whois status codes, please visit https://icann.org/epp </p> <p> Registration Service Provided By: REGWAY.COM </p>
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.SITE DOMAINS

Registrar

PDR Ltd. d/b/a PublicDomainRegistry.com
c/o Endurance International Group, Ltd.
10 Corporate Drive
Burlington, MA 01803

Registry

DotSite Inc. (Radix Registry)
F/19, BC1, Ras Al Khaimah FTZ, P.O Box #16113
Ras Al Khaimah, Ras Al Khaimah 16113
AE
Tel: +14153580831
Email: contact@radixregistry.com
<http://www.radixregistry.com>

Probes.site	<p> Domain Name: PROBES.SITE Registry Domain ID: Not Available From Registry Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2020-06-25T12:09:09Z Creation Date: 2020-06-25T12:09:08Z Registrar Registration Expiration Date: 2021-06-25T23:59:59Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: Sergey </p>
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Registrant Organization:
Registrant Street: Moscow
Registrant City: Moscow
Registrant State/Province: Moscow
Registrant Postal Code: 143900
Registrant Country: RU
Registrant Phone: +7.9124531269
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: probeswork666@gmail.com
Registry Admin ID: Not Available From Registry
Admin Name: Sergey
Admin Organization:
Admin Street: Moscow
Admin City: Moscow
Admin State/Province: Moscow
Admin Postal Code: 143900
Admin Country: RU
Admin Phone: +7.9124531269
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: probeswork666@gmail.com
Registry Tech ID: Not Available From Registry
Tech Name: Sergey
Tech Organization:
Tech Street: Moscow
Tech City: Moscow
Tech State/Province: Moscow
Tech Postal Code: 143900
Tech Country: RU
Tech Phone: +7.9124531269
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: probeswork666@gmail.com
Name Server: jacob.ns.cloudflare.com
Name Server: mary.ns.cloudflare.com
DNSSEC: Unsigned
Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com
Registrar Abuse Contact Phone: +1.2013775952
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2020-07-17T08:09:33Z
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For more information on Whois status codes, please visit
<https://icann.org/epp>