

.NAME Policies

.NAME REGISTRATION RESTRICTIONS

If you wish to register a **.name** domain, email address, or Defensive Registration, you must comply with the Eligibility Requirements applicable to the type of product you wish to register, as described below.

FOR .NAME DOMAINS AND EMAIL

Generally, **.name** domain and email registrations will be granted on a first-come, first-served basis. You need to meet the following Eligibility Requirements in order to successfully register, and maintain, a **.name** domain or email.

- **Your Own Personal Name.** The name you register must be your own "Personal Name," which can be either (1) your legal name, or (2) a name by which you are commonly known. A name by which you are "commonly known" can include, for example, a pseudonym you use if you are an author or painter, or a stage name if you are a singer or actor.
- **The Personal Name of a Fictional Character.** If you have trademark or service mark rights in a fictional character's Personal Name, you can register the Personal Name of that fictional character.
- **Additional Characters.** You also may add numeric characters to the beginning or the end of your Personal Name to differentiate it from other Personal Names. For example, if John Smith unsuccessfully attempts to register peter.morgan.name, he may seek to register an alternative, such as peter.morgan1955.name or peter1955.morgan.name.

For the next few months up to end of June 2002, **.name** applications will be processed in a batch process generally every 10 business days. If more than one person applies for the same **.name** in the same batch, that name will be allocated on a random basis.

For Defensive Registrations:

To comply with the Eligibility Requirements for Defensive Registrations, you must own valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001. This means that trademark or service mark registrations from the supplemental or equivalent registry of any country, or from individual states or provinces of a nation, will not be accepted.

In addition, for the format of the Defensive Registration, the registered string:

- must be identical to the textual or word elements of the trademark or service mark,
- must use ASCII characters only, and
- must be of the same character and formatting restrictions that apply to all registrations in the **.name** top level domain.

Note that if a trademark or service mark registration incorporates design elements, you may register only the ASCII character portion of that mark as a Defensive Registration.

DEFENSIVE REGISTRATIONS

Defensive Registrations allow owners of nationally registered marks to exclusively pre-register on the **.name** space and create a protective barrier for their trademarks. A "Defensive Registration" is a registration granted to a third party of a specific string on the second or third level, or of a specific set of strings on the second and third levels, which will not resolve within the domain name system but may prevent the registration of the same string(s) on the same level(s) by other third party applicants.

PHASES OF DEFENSIVE REGISTRATIONS

- (a) As a Defensive Registration Registrant ("Defensive Registrant"), you hereby certify to the best of your knowledge that for Phase I Defensive Registrations ("Phase I Defensive Registrants"), you own valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001 for strings that are identical to the textual or word elements, using ASCII characters only, subject to

the same character and formatting restrictions as apply to all registrations in the Registry TLD. You understand that trademark or service mark registrations from the supplemental or equivalent Registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.

- (b) Phase II Defensive Registrants may apply for a Defensive Registration for any string or combination of strings.
- (c) Defensive Registrants, whether Phase I or Phase II shall comply with the following Eligibility Requirements, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>, the summary of which is as follows:
 - (i) There are two levels of Defensive Registrations, each of which is subject to payment of a separate fee;
 - (ii) Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee;
 - (iii) The Defensive Registrant must provide the information requested in Section 3(a) below;
 - (iv) A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string.

DOMAIN NAME DISPUTE POLICY

- (a) If you registered a Defensive Registration, you agree that: (i) the Defensive Registration will be subject to challenge pursuant to the Eligibility Requirements Dispute Resolution Policy ("ERDRP" <http://www.gnr.name/corporate/downloads/erdrp.pdf>); (ii) if the Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registrant will pay the challenge fees; and (iii) if a challenge is successful, then the Defensive Registration will be subject to the procedures described in Section 2(h) of Appendix L to the agreement of Global Name Registry ("Registry Operator") with the Internet Corporation for Assigned Names and Numbers ("ICANN"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>.
- (b) You further agree that if a Phase I Defensive Registration is successfully challenged on the basis that it did not meet the applicable Eligibility Requirements, the Defensive Registrant will thereafter be required to demonstrate, at its expense, that it meets the Eligibility Requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any Registrar. In the event that the Defensive Registrant is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.
- (c) The ERDRP applies to, among other things, challenges to Defensive Registrations within .name and is available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>.

DEFENSIVE REGISTRATION DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the Defensive Registration after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

DEFENSIVE REGISTRATIONS DISPUTES

You agree that, if your Defensive Registration is challenged by a third party, you will be subject to the provisions specified in our Defensive Registration dispute policy in effect at the time of the dispute. You agree that in the event a Defensive Registration dispute arises with any third party, you will indemnify and hold Key-Systems harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your Defensive Registration, you agree not to make any changes to your Defensive Registration record without our prior approval. We may not allow you to make changes to such Defensive Registration record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your Defensive Registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your Defensive Registration and use of our domain name registration services, we may deposit control of your Defensive Registration record into the registry of the judicial body by supplying a party with a Registrar certificate from us.

CONSENT

Defensive Registrants may be asked to give their consent to allow individuals to share a part of their space. For example, if you have filed a Defensive Registration on PQR (which blocks out ANYSTRING.PQR.name and PQR.ANYSTRING.name), you may be asked to give consent to John Pqr to register JOHN.PQR.name if he can prove that PQR is his name. In such a circumstance, you will have five (5) days to respond to a request for consent.

.NAME CERTIFICATIONS

As a .name domain name Registrant, you hereby certify to the best of your knowledge that:

- (a) You have the authority to enter into this Agreement; and
- (b) The registered domain name or second level domain ("SLD") email address is your Personal Name.

PROVISION OF REGISTRATION DATA

- (a) As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information contained in the Whois directory, including:
 - (i) your full name and postal address, email address, voice telephone number, and fax number, if available;
 - (ii) the IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name;
 - (iii) the full name, postal address, email address, voice telephone number, and fax number, if available, of the technical contact for the domain name;
 - (iv) the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain name;
 - (v) the name, postal address, email address, voice telephone number, and fax number, if available, of the billing contact for the domain name.You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by Internet Corporation for Assigned Names and Numbers ("ICANN")/Registry Policy. You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.
- (b) You hereby represent and warrant the data provided in the registration application is true, correct, up-to-date and complete and that you will continue to keep all of the information provided up-to-date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account shall constitute a breach of this Agreement. Any information

collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or an ICANN/Registry Policy.

DOMAIN NAME DISPUTE POLICY

If you reserved or registered a .name domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- (a) the Eligibility Requirements (the "Eligibility Requirements"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;
- (b) the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>; and
- (c) the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>. The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD email addresses will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding or during the land rush procedures in connection with the opening of the Registry TLD. The following categories of Personal Name Registrations may be registered: (i) the Personal Name of an individual; (ii) the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name; (iii) in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names. The ERDRP applies to challenges to (i) registered domain names and SLD email address registrations within .name on the grounds that a Registrant does not meet the Eligibility Requirements, and (ii) to Defensive Registrations within .name. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than Global Name Registry ("Registry Operator") or Registrar over the registration and use of an Internet domain name registered by a Registrant.

DOMAIN NAME DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name or SLD email address after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold Key-Systems harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the

dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the Registry of the judicial body by supplying a party with a Registrar certificate from us.

EMAIL FORWARDING

- (a) The service for which you have registered may, at your option, include Email Forwarding. To the extent you opt to use Email Forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of Email Forwarding, including the content of messages sent through Email Forwarding.
- (b) You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and email usage. This includes, but is not limited to the Acceptable Use Policy, as well as the following restrictions. Without prejudice to the foregoing, you undertake not to use Email Forwarding:
 - (i) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;
 - (ii) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;
 - (iii) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, wilful attempts to overload another system or other forms of harassment; or
 - (iv) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list.Users are not permitted to provide false names or in any other way to pose as somebody else when using Email Forwarding.
- (c) Registry Operator reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry Operator's Email Forwarding. However, due to the nature of such systems, which actively block messages, Registry Operator shall make public any decision to implement such systems a reasonable time in advance, so as to allow you or Key-Systems GmbH to give feedback on the decision.
- (d) You understand and agree that Registry Operator may delete material that does not conform to clause (c) above or that in some other way constitutes a misuse of Email Forwarding. You further understand and agree that Registry Operator is at liberty to block your access to Email Forwarding if you use Email Forwarding in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the Email Forwarding unless it would damage the reputation of Registry Operator or jeopardize the security of Registry Operator or others to do so. Registry Operator reserves the right to immediately discontinue Email Forwarding without notice if the technical stability of Email Forwarding is threatened in any way, or if you are in breach of this Agreement. On discontinuing Email Forwarding, Registry Operator is not obliged to store any contents or to forward unsent email to you or a third party.
- (e) You understand and agree that to the extent Registry Operator is required by law to disclose certain information or material in connection with your Email Forwarding, Registry Operator will do so in accordance with such requirement and without notice to you.

RESERVATION OF RIGHTS

Key-Systems and Registry Operator, expressly reserve the right to deny, cancel or transfer any Defensive Registration that it deems necessary, in its discretion, to protect the integrity and stability of the Registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Key-Systems and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees. Key-Systems and Registry Operator also reserve the right to freeze a Defensive Registration during a resolution of a dispute.

LIMITATION OF LIABILITY

You agree that Registry Operator will have no liability of any kind for any loss or liability resulting from (i) the processing of Defensive Registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name or SLD email address registration using these processes; or (ii) any dispute over any .name domain name, SLD email address, Defensive Registration or NameWatch Registration, including the decision of any dispute resolution proceeding related to any of the foregoing.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless 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 relating to your registration. This indemnification obligation will survive the termination or expiration of this Agreement.

COMPLIANCE WITH TERMS AND CONDITIONS

Registrar shall comply with the following:

- (a) ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or under any other arrangement with ICANN; and
- (b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all Registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit E of the Registry-Registrar Agreement, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appf-03jul01.htm>.

Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days notice by Registry Operator to Registrar.