

# **REGISTRAR-REGISTRANT TERMS AND CONDITIONS FOR DEFENSIVE REGISTRATIONS**

DISCLAIMER OF WARRANTIES: THESE PARAGRAPHS ARE PROVIDED AS A SAMPLE OF THE PROVISIONS THAT YOU ARE LIKELY TO SEE IN A REGISTRATION AGREEMENT FOR .name DOMAIN NAMES IN ADDITION TO THE STANDARD TERMS AND CONDITIONS CONTAINED IN A .COM, .NET OR .ORG AGREEMENT. THESE PARAGRAPHS ARE BEING PROVIDED MERELY AS A GUIDELINE TO INCORPORATE INTO YOUR OWN DEFENSIVE REGISTRATION AGREEMENT. THE GLOBAL NAME REGISTRY, LIMITED (“GLOBAL NAME REGISTRY”) EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GLOBAL NAME REGISTRY MAKES NO WARRANTY THAT THESE PARAGRAPHS WILL MEET YOUR SPECIFIC REQUIREMENTS OR TO THE ACCURACY OR RELIABILITY OF THIS INFORMATION. YOU UNDERSTAND AND AGREE THAT ANY RELIANCE ON THE MATERIAL PROVIDED HEREIN IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY USE OF SUCH MATERIAL.

## **DEFENSIVE REGISTRATIONS**

Defensive Registrations allow owners of trademarks 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 registrant which aims to prevent a third party from registering either (i) any variation of a trademark (a Premium Defensive Registration), or (ii) an exact match of a trademark (a Standard Defensive Registration), which registration will not resolve within the domain name system.

## **SERVICE DESCRIPTION**

Please refer to the following URLs for a service description of .name defensive registrations:

(a) Appendix C Pt 1 B of the agreement between the Internet Corporation for Assigned Names and Numbers (“ICANN”) and The Global Name Registry, Limited (“the ICANN Agreement”), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appc-1-8aug03.htm#a>

(b) Appendix L of the ICANN Agreement, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>

(c) Section 1.3 of the Registry-Registrar Agreement between Registrar and The Global Name Registry, Limited (“the RRA”), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appf-8aug03.htm>

## **WHO MAY APPLY**

Anyone may apply and register a Defensive Registration, for any string or combination of strings.

## **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. You must provide contact information, including name, email address, postal address and telephone number, for use in disputes relating to the Defensive Registration. You understand and agree that this contact information will be provided as part of the Whois record for the Defensive Registration. 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. Registry Operator may share such personal data with third

parties that act as subcontractors to it for the purpose of this Agreement, and you agree that your personal data may be shared with the Registry Operator's subcontractors. You also agree that from time to time Registry Operator may share some of your personal data, such as your address and postcode, with third parties who are conducting, on behalf of Registry Operator, market analysis.

(b) In addition to the information provided in subsection (a) above, Phase I Defensive Registrants must also provide (1) the name, in ASCII characters, of the trademark or service mark being registered; (2) the date the registration issued; (3) the country of registration; and (4) the registration number or other comparable identifier used by the registration authority

(c) 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 wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or any failure to respond for over five (5) calendar days to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the publicly available Whois directory with respect to a Defensive Registration(s) concerning the accuracy of contact details associated with any such Defensive Registration(s) registered by or through you or your account shall constitute a breach of this Agreement.

## **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") at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-8aug03.htm> which is incorporated herein and made an integral part hereof; (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 of the ERDRP.

## **DEFENSIVE REGISTRATION DISPUTE POLICY MODIFICATIONS**

You agree that Registry Operator may modify the dispute policy. Registry Operator will post any such revised policy on its 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 [**Registrar**] 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.

## 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 the second level PQR.name, and the third level registrations ANYSTRING.PQR.name and PQR.ANYSTRING.name and their corresponding email addresses), 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 10 days to respond to a request for consent.

## RESERVATION OF RIGHTS

[Registrar] 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 [Registrar] and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees. [Registrar] 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 Defensive Registration using these processes; or (ii) any dispute over any .name domain name, .name 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, affiliates 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 and your breach of this Agreement. This indemnification obligation will survive the termination or expiration of this Agreement.

## COMPLIANCE WITH TERMS AND CONDITIONS

Registrar shall comply with the following:

- (a) Internet Corporation for Assigned Names and Numbers (“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>. 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.