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

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

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

1. I am an attorney with the law firm of Crowell & Moring LLP ("Crowell"), and counsel of record for Plaintiff DXC Technology Company. I make this declaration in support of DXC'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

2. DXC 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 engage in a coordinated attack on some of DXC's products. There was significant orchestration in the execution of the attack. The

attack targeted DXC's products and apparently was intended to steal information from its products and to potentially distribute other forms of malware to hosts on the networks connected to the targeted firewalls.

3. As counsel of record for DXC, I am aware of previous efforts to disable other types of unlawful Internet activity.

4. Based on my previous experience with similar cybercriminal defendants that conduct their operations using an 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.

5. DXC's counsel has not attempted to provide notice of the TRO Application to Defendants, and should not be required to provide notice at this time. I respectfully submit that good and sufficient reasons exist for this TRO Application to be made by Order to Show Cause in lieu of by notice of motion.

6. DXC has identified certain Internet domains as part of the command and control infrastructure. The domains associated with the 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 DXC's Senior Vice President and General Manager of Security Mark Hughes worked to determine the true identities of Defendants. On information and belief, the information provided by Defendants when registering their

domains is false. Based on my prior experience, it is likely that further contact information has been provided by Defendants to the hosting companies and Internet domain name registrars during the domain name registration and maintenance process. This information may include individual and entity names, physical addresses, email addresses, facsimile numbers, and telephone numbers.

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

9. Based on my prior experience and from DXC'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 DXC, 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.

II. NOTICE AND SERVICE OF PROCESS

A. DXC Has Robust Plans To Provide Notice

10. On behalf of DXC, 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 DXC, 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: https://www.DXClegalnotice.com. 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 DXC Technology Company has sued Defendants John Does 1-2 associated with the Internet domains listed in the documents attached herein. DXC alleges that Defendants have violated Federal and state law by hosting a cybercriminal operation through these Internet domains, causing unlawful intrusion into DXC's computers and intellectual property violations to the injury of DXC. DXC seeks a preliminary injunction directing the registries associated with these Internet domains to transfer control of them to DXC and to take steps to prevent Defendants from accessing these domains. DXC seeks a permanent injunction, other equitable relief and damages. Full copies of the pleading documents are available at https://www.DXClegalnotice.com."

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 DXC's attorneys, Gabriel M. Ramsey at Crowell & Moring, 3 Embarcadero Center, 26th Floor, San Francisco, CA 94111. If you have questions, you should consult with your own attorney immediately."

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

13. On behalf of DXC, 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 DXC, Crowell will prepare Requests for Service Abroad of Judicial or Extrajudicial Documents to attempt notice of any TRO and preliminary injunction hearing, as well as service of the Complaint on any Defendants in this case that have provided contact information in foreign countries that are signatories to the Hague

Convention on Service Abroad or any similar treaty, and will comply with the requirements of those treaties. Upon entry of any TRO, Crowell will execute and deliver these documents to the appropriate Central Authority and request, pursuant to the Hague Convention or similar treaty, that the Central Authority deliver these documents to the contact information provided by Defendants. I am informed, and therefore believe, that notice of the preliminary injunction hearing and service of the Complaint could take approximately three to six months or longer through this process.

B. Notice Under ICANN Domain Name Registration Policies

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

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

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

ICANN Requires That Registrants Agree To Provide Accurate Contact Information

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

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

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

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

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

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

21. As part of the registrant's agreement to the UDRP, the registrant agrees to the

Rules for Uniform Domain Name Dispute Resolution Policy ("Rules"). Attached hereto as **Exhibit 6** is a true and correct copy of the Rules.

22. Pursuant to the Rules, "Written Notice" of a complaint regarding a domain requires electronic transmittal of the complaint to a domain registrant and hardcopy notification that the complaint was sent by electronic means. In particular, "Written Notice" is defined as:

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

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

> "(a) When forwarding a complaint, including any annexes, electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:
>
> (i) sending Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration's billing contact; and
>
> (ii) sending the complaint, including any annexes, in electronic form by e-mail to:
>
> (A) the e-mail addresses for those technical, administrative and billing contacts;
>
> (B) postmaster@<the contested domain name>; and
>
> (C) if the domain name (or "www." followed by the

> domain name) resolves to an active web page other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e-mail address shown or e-mail links on that web page; and
>
> (iii) sending the complaint, including any annexes, to any e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant..."

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

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

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

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

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

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

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

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, PublicDomainRegistry.com's ("PDR's") Domain Name Registration Agreement, available at https://publicdomainregistry.com/legal/#dra, includes such provisions. A true and correct copy of PDR's Domain Name Registration Agreement is attached hereto as **Exhibit 7**.

29. Based on my past experience and my research of third parties that Defendants use to provide domain name services, the other third party Internet 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, pursuant to Section 6 of PDR's agreement, Defendants agreed that, among other conduct, it would not use the registered domain in a manner that involves activities:

a. "harm, abuse, threaten, or harass third parties"

b. "violate state or federal laws of the United States and/or foreign territories"

c. "are tortious" or "invasive of a third party's privacy"

d. "relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data, or personally identifiable information."

31. Section 6 of PDR's agreement also provides that it may suspend or cancel its customer's services if that customer has been found to engage in prohibited conduct. Based on my past experience and my current research of other Internet domain registrars and 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

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

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

34. Attached hereto as **Exhibit 10** is a true and correct copy of the *Ex Parte* Temporary Restraining Order and Order to Show Cause in the matter of *Microsoft v. John Does 1-2*, Case No. 19-cv-01582 (E.D. Va. 2019) (O'Grady, J.).

35. Attached hereto as **Exhibit 11** is a true and correct copy of the *Ex Parte*

Temporary Restraining Order and Order to Show Cause in the matter of *Sophos v. John Does 1-2*, Case No. 20-cv-502 (E.D. Va. 2020) (O'Grady, J.).

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

Executed this 20th day of July, 2020.

Matthew B. Welling

EXHIBIT 1

.SPACE DOMAINS

Registrar
PDR Ltd. d/b/a PublicDomainRegistry.com
c/o Endurance International Group Inc.
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 Inc.
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

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 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 <<< For more information on Whois status codes, please visit https://icann.org/epp Registration Service Provided By: REGWAY.COM

.SITE DOMAINS

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

Registry
DotSite Inc. (Radix)
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	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 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 <<< For more information on Whois status codes, please visit https://icann.org/epp

EXHIBIT 2

Contents

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.

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

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

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

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

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

3. Inputs

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

Method 1: Live-Feed Monitoring

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

As alleged "bad actors" are identified from live-feeds, reverse DNS lookups and WHOIS queries will be performed in near-real-time[1] 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.

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

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.

- **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.

- **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

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

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.

- 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

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?

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

What Does ICANN Do?

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

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?

The domain name system, or DNS, 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 "IP address") correlating to a different device. However it is difficult for the human mind to remember long lists of numbers so the DNS uses letters rather than numbers, and then links a precise series of letters with a precise series of numbers.

The end result is that ICANN'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 IP 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 DNS infrastructure. The result is an extremely flexible system.

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 TLD. One company in each case (called a registry), is in charge of all domains ending with that particular TLD and has access to a full list of domains directly under that name, as well as the IP 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.

ICANN 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.

In summary then, the DNS 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.

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".

EXHIBIT 4

2013 Registrar Accreditation Agreement

Approved by the ICANN Board on 27 June 2013

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ICANN OBLIGATIONS.

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

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

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

2.3.1 exercise its responsibilities in an open and transparent manner;

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

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

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

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

3. REGISTRAR OBLIGATIONS.

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

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

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

3.2.1.1 The name of the Registered Name being registered;

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

3.2.1.3 The corresponding names of those nameservers;

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

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

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

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

3.2.2 Within seven (7) days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2, 3.1.2.3, 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,

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,

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.

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;

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

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

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.

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.

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

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.

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.

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. TERM, TERMINATION AND DISPUTE RESOLUTION.

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

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

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

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

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

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

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

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

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

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

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

5.5.2 Registrar:

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

5.5.2.1.1 committed fraud,

5.5.2.1.2 committed a breach of fiduciary duty, or

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

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

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

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

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

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 though 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

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

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

(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 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 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.

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

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").

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

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

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.

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:

[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]

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: _____

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

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 RESELLER[1]
Domain Status: clientDeleteProhibited[2]
Domain Status: clientRenewProhibited
Domain Status: clientTransferProhibited
Registry Registrant ID: 5372808-ERL[3]
Registrant Name: EXAMPLE REGISTRANT[4]
Registrant Organization: EXAMPLE ORGANIZATION
Registrant Street: 123 EXAMPLE STREET
Registrant City: ANYTOWN
Registrant State/Province: AP[5]
Registrant Postal Code: A1A1A1[6]
Registrant Country: AA
Registrant Phone: +1.5555551212
Registrant Phone Ext: 1234[7]
Registrant Fax: +1.5555551213
Registrant Fax Ext: 4321
Registrant Email: EMAIL@EXAMPLE.TLD
Registry Admin ID: 5372809-ERL[8]

[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-ERL[9]
Tech Name: EXAMPLE REGISTRANT TECHNICAL
Tech Organization: EXAMPLE REGISTRANT LLC
Tech Street: 123 EXAMPLE STREET
Tech City: ANYTOWN
Tech State/Province: AP
Tech Postal Code: A1A1A1
Tech Country: AA
Tech Phone: +1.1235551234
Tech Phone Ext: 1234
Tech Fax: +1.5555551213
Tech Fax Ext: 93
Tech Email: EMAIL@EXAMPLE.TLD
Name Server: NS01.EXAMPLE-REGISTRAR.TLD[10]
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 Polices 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 Wavier 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 Wavier 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 wavier, 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 Wavier 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 though 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.

ICANN

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 herby 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

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

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.

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

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

your authorized agent to take such action;

b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

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.)

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.

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

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

(i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and

(ii) you have no rights or legitimate interests in respect of the domain name; and

(iii) your domain name has been registered and is being used in bad faith.

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

Reconsideration

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

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

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

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

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

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

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

> (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or
>
> (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
>
> (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Transfers During a Dispute.

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

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

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

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

EXHIBIT 6

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

This page is available in:

(/resources /accountability)

- Governance (/resources /pages /governance-2012-02-25-en)
- Groups (/resources /pages/groups-2012-02-06-en)

Business (/resources /pages /business)

- Contractual Compliance (/resources /pages /compliance-2012-02-25-en)
- 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)

- Identifier

English | العربية (http://www.icann.org/resources/pages/udrp-rules-2015-03-12-ar) | 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) | 한국어 (http://www.icann.org/resources/pages/udrp-rules-2015-03-12-ko) | Português (http://www.icann.org/resources/pages/udrp-rules-2015-03-13-pt) | Русский (http://www.icann.org/resources/pages/udrp-rules-2015-03-12-ru) | 中文 (http://www.icann.org/resources/pages/udrp-rules-2015-03-12-zh)

As approved by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors on 28 September 2013 (/resources /board-material/resolutions-2013-09-28-en#1.c).

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.

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.

1. Definitions

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

- ccTLDs (/resources /pages/cctlds-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), within three (3) calendar days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19 (/en/help/dndr/udrp/rules#19).

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

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

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

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

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

5. The Response

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Appointment of the Panel and Timing of Decision

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

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

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

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

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

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

7. Impartiality and Independence

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

8. Communication Between Parties and the Panel

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

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

9. Transmission of the File to the Panel

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

10. General Powers of the Panel

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

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

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

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

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

11. Language of Proceedings

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

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

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

12. Further Statements

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

13. In-Person Hearings

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

14. Default

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

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

15. Panel Decisions

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

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

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

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

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

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

16. Communication of Decision to Parties

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

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

(b) Except if the Panel determines otherwise (see Paragraph 4(j) (/en/dndr/udrp/policy.htm#4j) 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) 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).

Who We Are

Get Started (/get-started)

Learning (/en/about /learning)

Participate (/en/about /participate)

Groups (https://www.icann.org /resources /pages/groups-2012-02-06-en)

Board (/resources /pages/board-of-directors-2014-03-19-en)

President's Corner (/presidents-corner)

Staff (/en/about /staff)

Careers (https://icann-openhire.silkroad.com /epostings /index.cfm?fuseaction=app.allpositions&company_id=16025&version=1)

Newsletter (/en/news /newsletter)

Development and Public Responsibility (https://www.icann.org /development-and-public-responsibility)

Contact Us

Offices (https://forms.icann.org /en/contact)

Global Support (/resources /pages /customer-support-2015-06-22-en)

Security Team (/about/staff /security)

PGP Keys (/en/contact /pgp-keys)

Certificate Authority (/contact /certificate-authority)

Registry Liaison (/resources /pages /contact-f2-2012-02-25-en)

AOC Review (http://forms.icann.org /en/about /aoc-review /contact)

Organizational Reviews (http://forms.icann.org /en/groups /reviews /contact)

Request a Speaker (http://forms.icann.org /en/contact /speakers)

For Journalists (/en/news /press)

Accountability & Transparency

Accountability Mechanisms (/en/news /in-focus /accountability /mechanisms)

Independent Review Process (/resources /pages /irp-2012-02-25-en)

Request for Reconsideration (/groups/board /governance /reconsideration)

Ombudsman (/help /ombudsman)

Governance

Documents (/en/about /governance)

Agreements (/en/about /agreements)

AOC Review (/en/about /aoc-review)

Annual Report (/about/annual-report)

Financials (/en/about /financials)

Document Disclosure (/en/about /transparency)

Planning (/en/about /planning)

Dashboard Beta (https://www.icann.org /dashboard)

RFPs (/en/news/rfps)

Litigation (/en/news /litigation)

Correspondence (/en/news /correspondence)

Help

Dispute Resolution (/en/help /dispute-resolution)

Domain Name Dispute Resolution (/en/help/dndr)

Name Collision (/en/help /name-collision)

Registrar Problems (/en/news /announcements /announcement-06mar07-en.htm)

WHOIS (http://whois.icann.org/)

EXHIBIT 7

Domain Registration Agreement

This Domain Registration Agreement ("Registration Agreement") is between you, the person or entity registering a domain or domains, and the Company (as defined below), as the sponsoring registrar, or acting as reseller for the sponsoring registrar identified in the WHOIS record which may be retrieved here **(http://www.internic.net/whois.html)**. For all customers outside of India, "Company", "we", "us" or "our" shall refer to P.D.R Solutions (U.S.) LLC, and for all customers in India, the same shall refer to Endurance International Group (India) Private Limited. By using the Company's domain registration services (the "Services"), you agree to be bound by this Registration Agreement. Please read this agreement carefully.

We may modify, add, or delete portions of this Registration Agreement at any time. In such event, we will post a notice that we have made significant changes to this Registration Agreement on our website for at least 30 days after the changes are posted and will indicate at the bottom of this Registration Agreement the date these terms were last revised. Any revisions to this Registration Agreement will become effective (i) 30 -days after the notice for modification, addition or deletion has been posted or (ii) the first time you access or use the Services after such changes. If you do not agree to abide by this Registration Agreement, you are not authorized to use or access the Services.

You acknowledge and agree that the Company may modify this Registration Agreement with or without notice in order to comply with any terms and conditions set forth by Internet Corporation for Assigned Names and Numbers ("ICANN") and/or the applicable registry administrators ("Registry Administrators") for the top level domains ("TLD") or country code top level domains ("ccTLD").

1. **Our Services**

Your domain registration will be effective upon occurrence of all of the following:

1. You accept all terms and conditions of this Registration Agreement and the the Company's Terms of Service and its ancillary documents;
2. The Company accepts (in its sole discretion) your domain registration application;
3. The Company receives payment of the registration, renewal and reinstatement fees, as applicable; and

4. The Company delivers the domain registration information you provide to the registry administrator for the applicable TLDs and the Registry Administrator puts into effect your domain registration application.

2. **Limitation of Liability**

   You understand that the Company does not control all aspects of the domain registration process. For example, once you submit a domain registration, the Company forwards the information contained in the registration to the appropriate Registry Administrator for processing and actual registration of the name. The Company disclaims, and you agree, that the Company is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by you; and (ii) the input of the information by the Registry Administrator. The Company will not be held liable, nor refund a domain name registration due to spelling errors/typos.

3. **Multiple Domain Registrations**

   The Company, in accordance with ICANN policies, reserves the rights to refuse to register multiple domain registrations.

4. **Fees**

a. **Payment of fees as a condition to domain registration.** As consideration for the domain registration service provided by the Company, you agree to pay the Company, prior to the effectiveness of the desired domain registration, all registration and other applicable fees as indicated via the payment method selected at the time of registration. All fees are non-refundable, in whole or in part, even if your domain registration is suspended, cancelled or transferred prior to the end of your then-current registration term. It is the responsibility of the listed registrant for the domain name to maintain records appropriate to document and prove the initial domain name registration date.
b. **Reservation of right to modify fees.** The Company reserves the right to modify fees, surcharges, and renewal fees or to institute new fees at any time with 30 days' notice, for any reason, at its sole discretion.
c. **Credit card charge-backs for domain registrations.** In the event of a charge-back to the Company by the credit card company (or similar action by another payment provider used by us) for the credit card used in connection with the payment of the registration or other fee, you agree and acknowledge that the domain registration shall be transferred to the Company, as the paying entity for that registration to the registry(ies) and that we reserve all rights regarding such domain including, without limitation, the right to make the domain available to other parties for purchase. the Company also reserves the right to lock your account and the remainder of your domains until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your domain registration, subject to the Company's receipt of the registration fee and any administrative and/or chargeback fees described above.

d. **Credit card charge-backs for non-domain registration services.** In the event of a charge-back by the credit card company (or similar action by another payment provider) for the credit card used in connection with the payment of a non-domain registration fee, you agree and acknowledge that service shall not initiate or will be discontinued, if previously in use, and any information maintained by the service may be deleted along with your account and the remainder of your services being locked until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your services, subject to the Company's receipt of the non-domain registration fee and any administrative and/or chargeback fees described above.

5. **Required Domain Registration Information**

a. **Registration information.** As part of the domain registration process and in accordance with ICANN policies, a Registered Name Holder is required to submit, and update within seven (7) days of any change, complete and accurate information, including the following (collectively, the "Registration Information"):

- The domain registrant's name and postal address;
- The domain being requested;
- Administrative contact information, including the name, postal address, email address, telephone number, and where available, fax number of the administrative contact for the domain; and
- Technical contact information, including the name, postal address, email address, telephone number, and where available, fax number of the technical contact for the domain; and
- Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.

b. **Additional registration information.** In addition, in accordance with ICANN policies, the Company is obligated to submit and keep current, complete and accurate additional information relating to a domain registration, which may include the following (collectively, "Additional Registration Information"):

- The original creation date of the domain registration;
- The submission date and time of the registration to us and by us to the proper registry;
- Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- Account records for your domain registration, including dates and amounts of all payments and refunds;
- The IP addresses of the primary nameserver and any secondary nameservers for the domain;
- The corresponding names of those nameservers;
- The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;
- The name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain;
- The expiration date of the registration; and
- Information regarding all other activity between you and us regarding your domain registration and related services.

c. **Use of Registration Information and Additional Registration Information.** You agree and acknowledge that the Company will make available the Registration Information and the Additional Registration Information to ICANN; to other third party Registry Administrators such as VeriSign, Inc., Global Names Registry Ltd., Neustar, Inc., Afilias USA, Inc., Global Domains International; and as applicable laws may require or permit. Additionally, you acknowledge and agree that ICANN and the Registry Administrators may establish guidelines, limits and/or requirements that relate to the amount and type of information that the Company may or must make available to the public or to private entities, and the manner in which such information is made available. Further, you hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain (including any updates to such information), whether during or after the term of your registration of the domain. Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of your Registration Information and the Additional Registration Information.

d. **Information updating and accuracy obligations.** As a condition to continued registration of your domain, you must provide us with updated Registration Information within seven (7) days of any changes to such information. You may review, modify or update your Registration Information by accessing the Company's domain manager service, domain management console or similar service, made available at our website. In accordance with ICANN policies, you acknowledge and agree that if you willfully provide inaccurate information or fail to update your Registration Information within seven (7) days of any change, then you will be in material breach of this Registration Agreement and we may in our sole discretion cancel your domain registration. You further agree that your failure to respond within ten (10) days to any inquiry by the Company concerning the accuracy of the Registration Information or to contact the Company immediately upon discovery of any willful inaccuracy (including, e.g., phone number listed as 000-0000) associated with your domain registration shall constitute a material breach of this Registration Agreement and will be sufficient basis for cancellation of your domain registration. You further represent that you have obtained consent from any third-party individuals whose personal data you have provided as Registration Information.

e. **Information requirements for renewals.** Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.

f. **Ownership of data.** You agree and acknowledge that the Company owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database ("Domain Database"), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that the Company may use the following information for those domain 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 technical contact, authorized contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or

should appear in the WHOIS or similar database; and (e) any other information the Company generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. The Company does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database. The Company agrees to take reasonable precautions to protect your specific personal registration information from loss, misuse, unauthorized access or disclosure, alteration or destruction.

g. **Registrant Verification.** You understand and agree that Registrar is required to verify the Registered Name Holder's email address within 15 days of any registration, transfer, or change to the Registered Name Holder's contact information. The Domain Name Holder's failure to verify the contact information within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

> In addition, you understand and agree that Registrar is required to verify any changes to any WHOIS contact information within 15 days of any change. The Domain Name Holder's failure to verify such changes within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

6. **Domain Privacy Service**

a. If you purchased domain privacy services ("Domain Privacy"), you agree that your Registration Information will be replaced in any public WHOIS search with information provided by the Company as determined in its sole discretion (the "Private WHOIS Contact Information").

b. Although the Private WHOIS Contact Information will appear in any public WHOIS search result, you are solely responsible for resolving any and all monetary, creditor, or other claims that arise in connection with a legal or other dispute involving your domain name registration. Use of the Domain Privacy service in no way alleviates your obligation to provide valid and accurate Registration Information and to update and correct such information pursuant to the terms of this Registration Agreement.

c. The Domain Privacy service is NOT a general mail forwarding service. You agree that you will not provide any third party with the Private WHOIS Contact Information for the purpose of having such third party transmit communications to you. The Company may immediately terminate the Domain Privacy service and, at its sole option, disclose the Registration Information in the event that you breach this Agreement.

d. Notwithstanding anything to the contrary, you agree that the Company may, but is not obligated to, review and forward communications in connection with your domain name that it receives. You hereby authorize the Company to receive, sort, open, forward, and destroy any and all mail sent to our address at our sole discretion. You specifically acknowledge that the Company is not obligated but may forward to you certified or traceable courier mail (such as UPS or Federal Express deliveries), legal notices, or first class U.S. postal mail; however, the Company will NOT forward "junk" mail or other unsolicited communications (whether delivered through fax, postal mail, or telephone), and you further authorize the

Company to either discard all such communications or return all such communications to the sender. You agree that: (i) postal mail may be forwarded via regular mail forwarding or scanned and emailed electronically to the email address listed in the Registration Information; (ii) emails will be forwarded to the email address listed in the Registration Information; and (iii) callers will be directed to use the mailing or email address listed on the Private WHOIS Contact Information and we will forward such mail or email pursuant to the terms of this section; we will not relay phone messages to you. You agree to waive any and all claims arising from your failure to receive communications directed to your domain name but not forwarded or referred to you by the Company.

e. If any domain name for which you are using the Domain Privacy service is transferred to another registrar, Domain Privacy will automatically cease and no refund will be given for any unused portion of the service.
f. Failure to renew the Domain Privacy service while your domain name registration is still valid will result in the Domain Privacy being suspended, terminated or cancelled and your Registration Information will be displayed in any public WHOIS search. Domain Privacy renewals after initial purchase will be at the standard list price, which is available by logging in to your account.
g. The Company expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Service and/or reveal the Registration Information in any public WHOIS search or to any third party at any time without notice to you:

- To comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government inquiries or requests of law enforcement;
- To comply with ICANN's Uniform Domain Name Dispute Resolution Policy **(http://www.icann.org/en/help/dndr/udrp)**;
- To resolve any and all third-party claims, whether threatened or made, arising out of your use of the Domain Privacy service, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights;
- In the event you breach any provision of this Registration Agreement or any other agreement you've entered into with the Company, including, but not limited to, the Terms of Service;
- To comply with the rules, procedures, or practices of the registry that governs the domain name extension receiving the Domain Privacy service and to protect the integrity and stability of the applicable domain name registry;
- To avoid any financial loss or legal liability (civil or criminal) on the part of the Company, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees;
- To prevent inappropriate activity that comes to the Company's attention, including without limitation if you are using Domain Privacy to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v)

are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data, or personally identifiable information.

h. Pursuant to paragraph 3.7.7.3 of ICANN's Registrar Accreditation Agreement ("RAA") **(http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm#raa)**, you agree that if you license use of a Registered Name (as that term is defined in the RAA) to a third party, you are nonetheless the Registered Name Holder of record (as that term is defined in the RAA) and are responsible for providing the 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 any harm caused by wrongful use of the Registered Name, unless the Registered Name Holder discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party that provides the Registered Name Holder reasonable evidence of actionable harm.

7. **Domain Parking**

a. **Upon registration, the domain will be automatically placed on name servers provided by the Company, and Internet users that type in the domain will be redirected to a "coming soon" page (collectively, "parking a domain" or a "parked domain").** There is no charge for parking a domain. You hereby consent to and authorize the Company's placement of a "coming soon" page, and its associated contents, on your parked domain. You may change the name server configuration (or "un-park" the domain) after the registration is complete. If you need to register name servers using the domains that you are currently registering, the names will initially be parked with the Company until you modify the name servers after the domain registration is complete, using your account manager.

b. **In the event your domain registration expires, your registration is no longer valid.** If you are able to renew the domain name, you may update the domain to its original settings. After expiration, but prior to renewal, the domain may be pointed to an "expired" page (collectively, "parking a domain" or a "parked domain"). There is no charge for the parked domain. By not renewing the domain, the Company may place an "expired" page, and its associated contents, on the parked domain. You may change the name server configuration (or "un-park" the domain) after the renewal is complete. If you need to register name servers using the domains that you are currently renewing, the names will initially be parked with the Company until you modify the name servers after the domain renewal is complete, using your account manager.

c. **The "coming soon" and/or "expired" pages may contain advertisements and other materials selected by the Company, in the Company's sole discretion.** This may include, but is not limited to third-party websites, third-party product and service offerings, and/or Internet search engines. The Company reserves the right to collect and retain all revenue obtained from such advertising and other materials.

d. **DNS Wildcard.** In the event you utilize the Company's DNS management services and fail to configure a wildcard DNS for your domain, the Company may insert wildcard DNS records to resolve subdomains of your domain that would not otherwise resolve. The Company may point those subdomains to a web page that may contain advertisements and other materials selected by the Company in the Company's sole discretion. This may include, but is not limited to, third-party websites, third-party product and service offerings, and/or Internet search engines.

8. **Registration Renewal**

a. **Renewal obligations.** You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration, should you so desire their renewal. You may renew your domain at any time before the expiration date. the Company shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

b. You may be notified at the Company's sole discretion when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by such other method as we indicate in the renewal form. If your billing information is not accurate, you are solely responsible for the failure to renew. Additional information about domain renewals and domain deletions are available here (https://publicdomainregistry.com/renew/) and here (https://publicdomainregistry.com/domain-name-deletion/) respectively. Current renewal and redemption fees are available here (https://publicdomainregistry.com/pricing/).

c. **Autorenewal.** You agree that if you paid for any services provided hereunder by credit card or other payment service (such as PayPal), you hereby authorize but do NOT obligate, the Company to automatically charge your credit card or payment service account and renew the applicable service(s) on or before their renewal date using the credit card or other acceptable payment information you have provided to the Company, unless you notify the Company that you do not wish to participate in the Company's automatic renewal process. The Company must receive notification of your intent to not renew (opt-out) no later than sixteen (16) days prior to the renewal date. In the absence of such notification from you, the Company will automatically renew, for a period of one (1) or two (2) years, as set forth by the applicable registry depending on the TLD or ccTLD of your domain name, any domain that is up for renewal and will charge the credit card or payment service account you have on file with the Company, at the Company's then current rates. You are solely responsible for the credit card or other payment information you provide to the Company and must promptly inform the Company of any changes thereto (e.g., change of expiration date or account number). If the credit card or payment service account has expired or is otherwise invalid, you are solely responsible for a failure to renew and the Company shall not be liable for your failure.

d. **Expired domain names.** You agree that we may place our contact information in the WHOIS output for any expired domain name, as the failure to renew results in the immediate cancellation of registration and loss of all rights to the domain name. Should you choose not to renew your domain name, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf as an Expired Domain Transfer ("ED Transfer").

e. **New customers through domain auction or brokerage partners and/or ED Transfers.** If you are registering a domain name that was registered with, and not yet deleted by, the Company at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of an ED Transfer (defined above). You will not be compensated for the inability to use the domain from the time it was expired until the time you are able to use the domain in your account. NOTE: You may not transfer your domain name to another Registrar for sixty (60) days from the date of any previous transfer.

9. **Domain Dispute Resolution Policy**

You agree to be bound by the appropriate domain dispute resolution policy ("Dispute Policy") applicable to the domain that you have selected, including the Uniform Domain Name Dispute Resolution Policy, which can be found here **(http://www.icann.org/en/help/dndr/udrp)**. The Dispute Policy has been developed by ICANN and/or the specific Registration Administrator(s) and is incorporated by reference in this Registration Agreement. Certain disputes are subject to the applicable Dispute Policy. In the event such dispute arises, you agree that you will be subject to the provisions specified in the applicable Dispute Policy in effect at the time your domain registration is disputed by a third party. You further agree that, in the event a domain dispute arises with any third party, you will indemnify and hold the Company harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. The Dispute Policy may be modified at any time by ICANN or the applicable Registry Administrator, and your continued use of the domain registered to you after any such Dispute Policy modification shall constitute your acceptance of the modified Dispute Policy and this Registration Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled or transferred to a different domain registrar. For the adjudication of disputes concerning or arising from use of the second level domain ("SLD") name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder's domicile and (2) where registrar is located. In addition, you agree to the rules of ICANN's Uniform Rapid Suspension **(http://newgtlds.icann.org/en/applicants/urs)** ("URS") and to submit to any proceedings commenced pursuant to the URS, if applicable.

10. **Change of Registrant Of Domains**

a. **Change of Registrant.** Effective December 1, 2016, for all gTLDs, any material changes to a domain name registrant's name, company, email address, or to the administrative contact email address (if there is no registrant email address) are subject to ICANN's Transfer Policy (available at https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en **(https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en)**).

b. We are required to deny a change of registrant for any of the following reasons:

- the domain name registration agreement has expired and the registrant no longer has the right to renew the domain name or to transfer the domain name to another registrar;

- the change of registrant was not properly authorized by the Prior Registrant and the New Registrant; or
- the domain name is subject to a domain name dispute proceeding, including, but not limited to, the following:
- Uniform Domain-Name Dispute-Resolution Policy (UDRP) (https://www.icann.org/resources/pages/help/dndr/udrp-en **(https://www.icann.org/resources/pages/help/dndr/udrp-en)**);
- Uniform Rapid Suspension (URS) (https://www.icann.org/resources/pages/urs-2014-01-09-en **(https://www.icann.org/resources/pages/urs-2014-01-09-en)**);
- Registrar Transfer Dispute Resolution Policy (https://www.icann.org/resources/pages/tdrp-2012-02-25-en **(https://www.icann.org/resources/pages/tdrp-2012-02-25-en)**);or
- a court order.
- Unless a change of registrant is otherwise prohibited, the Prior Registrant and the New Registrant, or their Designated Agents, must confirm the change of registrant within 60 days of the request.
- Unless you opt out of the transfer lock when you request a change of registrant, you may not transfer your domain registration to another domain registrar for sixty (60) days following the change of registrant.

c. **Designated Agent.** You hereby explicitly authorize us to act as "Designated Agent" to approve a change of registrant on behalf of the Prior Registrant and the New Registrant, consistent with and pursuant to the requirements of ICANN's Transfer Policy **(https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en)**.

d. **Transfer of registration to another registrant.** The entity or person named as the "registrant" at the time the controlling user name and password are secured shall be the registrant of the domain. You agree that prior to the effectiveness of any transfer of ownership of your domain to another entity, the Company reserves the right to enforce any amount published for the transfer of ownership of a domain. You further agree that, as a condition of any such transfer of ownership of the domain, the party to which you seek to transfer your domain shall agree in writing (electronic acceptance is acceptable) to be bound by the terms and conditions of this Registration Agreement. Your domain will not be transferred until we receive such written assurances (or reasonable assurance as determined by the Company in its sole discretion) and actual payment of the transfer fee, if any is imposed. You acknowledge and agree that if you attempt to transfer your domain registration without paying the Company the amount published for the transfer of ownership of a domain, or if the entity to which you seek to transfer your domain fails to agree in writing to be bound by all terms and conditions of this Registration Agreement, any such transfer will be null and void, and will result in your domain registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain.

e. **When changing the name of registrant within the Company,** you agree that at the Company's discretion, the domain name may be changed back to the registrant listed immediately prior to the change upon written (email is acceptable) request within five (5) days (or such reasonable time as determined at the Company's discretion) by registrant that

was listed immediately prior to change or in the event of suspected fraud in connection with the change of the registrant name as determined by the Company in its sole discretion.

f. **Transfer of registration to or from another registrar.** When transferring a domain name into the Company as the new registrar of record and simultaneously changing the name of registrant or subsequently changing the name of registrant, you agree that the domain name may be re-transferred back to the losing registrar upon written (email is acceptable) request by registrant that was listed immediately prior to transfer or upon request by losing registrar or in the event of suspected fraud in connection with the transfer as determined by the Company in its sole discretion. At the time of transfer into the Company, you must complete all required information requested through the online transfer application, i.e., contact information, nameserver information, etc. the Company may elect to accept or reject your domain name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the domain name transferred to another registrar.

g. **RESTRICTIONS ON REGISTRAR TRANSFERS.** For generic top-level domains governed by ICANN, you agree that you may not transfer your domain registration to another domain registrar during the first sixty (60) days from the effective date of your: (1) initial domain registration or (2) completion of a domain transfer into the Company. If you choose to utilize our transfer lock service, you agree to provide written authorization (electronic acceptance is acceptable) to the Company for the transfer of the domain to another registrar and agree to pay any and all fees that may be charged by the Company to effect the transfer. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here **(https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en)**).

h. For country-code top-level domains, as established by each registry, you agree that you may not transfer a domain to another registrar during the first sixty (60) days of the initial registration or after expiration of the domain. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here **(https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en)**).

11. **Agents and Licensing**

You agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Registration Agreement, including the applicable Dispute Policy. The name listed as registrant of the domain or the appropriate officer of a listed Organization (at the Company's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that particular domain (e.g. admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Registration Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you accept liability

for any actions of the licensee using the domain unless you promptly disclose the current contact information provided to you by the licensee and the identity of the licensee to any party providing reasonable evidence of actual harm.

12. **Representations and Warranties**

    In the event that, in registering the domain, you are providing information related to a third party, you hereby 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 Registration Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Registration Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate.

13. **Indemnification**

a. **Indemnification of the Company.** You will indemnify, hold harmless, and defend the Company and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, the Registry Administrators, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Registration Agreement or any of the Company's policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). "Reasonable attorneys' fees and costs" as used in this Section 13 includes without limitation fees and costs incurred to interpret or enforce this Section 13. the Company may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim. The Company will provide you with reasonably prompt notice of any Claim.

b. **Indemnification of ICANN and Registry Operators.** You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to VeriSign, Inc., Public Interest Registry, Afilias Limited, SITA, NeuLevel, Inc., and NeuStar, Inc.) and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same. Some Registry Operators may not allow this indemnification provision to apply, as contained herein; in such cases, this provision is in effect to the full extent permitted by law as applicable to such Registry Operator.

c. These indemnification obligations shall survive the termination or expiration of this Registration Agreement.

14. **Warranty Disclaimer; Limitation of Liability**

a. **Disclaimer of warranty.** THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS REGISTRATION AGREEMENT OR ANY OF ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WITHOUT ANY LIMITATION TO THE FOREGOING, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN UNDER THIS REGISTRATION AGREEMENT WILL PREVENT CHALLENGES TO YOUR DOMAIN REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF ANY DOMAIN REGISTERED TO YOU.

b. **Limitation of liability.** YOU AGREE THAT THE COMPANY AND THE INDEMNIFIED PARTIES, AS DEFINED IN SECTION 12(a) OF THIS REGISTRATION AGREEMENT, WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) SUSPENSION OR LOSS OF THE DOMAIN REGISTRATION IN YOUR NAME; (B) USE OF YOUR DOMAIN REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE; (C) INTERRUPTION OF BUSINESS; (D) ACCESS DELAYS, DENIAL OF SERVICE (DOS) ATTACKS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEBSITE(S) YOU ACCESS BY THE DOMAIN REGISTERED IN YOUR NAME; (E) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) EVENTS BEYOND THE COMPANY'S OR ANY OF SUCH INDEMNIFIED PARTIES' REASONABLE CONTROL; (G) THE PROCESSING OF YOUR DOMAIN APPLICATION; (H) ANY FAILURES OF ENCRYPTION OR OTHER SERVICES PROVIDED; OR (I) APPLICATION OF THE DISPUTE POLICY. THE COMPANY AND THE INDEMNIFIED PARTIES ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF SUCH INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S OR ANY OF SUCH INDEMNIFIED PARTIES' MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN THAT IS AT ISSUE FOR THE THEN-CURRENT PERIOD OF REGISTRATION.

15. **Term and Termination**

a. **Term.** The term of this Registration Agreement commences on the day you accept this Registration Agreement to the day until the occurrence of any of the following: (a) your domain registration is cancelled; (b) your domain is transferred to a third party; or (c) your domain expires or is terminated (in accordance with Section 15.c, below) (collectively, "Termination"). Your obligation to pay any fees or other amounts under this Agreement which arose prior to expiration or other termination of this Registration Agreement shall survive any such expiration or termination.

b. **Domain suspension, cancellation or transfer.** You acknowledge and agree that your domain registration is subject to suspension, cancellation or transfer (cancellation or transfer

collectively referred to as, “Cancellation”) (a) to correct mistakes by the Company, another registrar, or a Registry Administrator in administering the domain name or (b) for the resolution of disputes concerning the domain pursuant to an ICANN policy or procedure. It is your responsibility to verify if any domain is infringing anyone else’s rights, prior to registration. If the domain name you have registered is found to be infringing on another person’s rights, determined in the Company’s discretion, the Company has the right to cancel your registration immediately. If you are in willful violation of our agreement, you will not be entitled to any refund. You also agree that the Company shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain registration upon up to seven (7) calendar days prior notice or after such time as the Company receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation, transfer or modification of the domain registration.

c. **Termination.** The Company reserves the right to suspend, cancel, transfer or modify your domain registration if: (a) you materially breach this Registration Agreement (including the Dispute Policy) and do not cure such breach within ten (10) days of notice by the Company; (b) you use the domain to send unsolicited email, in violation of this Registration Agreement or applicable laws; (c) you use your domain in connection with unlawful activity; or (d) you otherwise violate this Registration Agreement as determined by the Company in its sole discretion. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS ASSOCIATED WITH THE TERMINATION OF YOUR RIGHTS TO THE DOMAIN NAME.

d. **Survival.** The following provisions will survive Termination or Cancellation of this Registration Agreement: Sections 2, 9, 12, 13, 14, 15 and 16.

16. **Additional Terms**

a. **Personal Data.** The Company incorporates its Privacy Policy by reference. Please read our Privacy Policy by clicking here **(https://www.endurance.com/privacy/privacy)**. In addition, you hereby represent that you have provided the Company’s Privacy Policy to any person whose personal data you disclose to the Company and that you have obtained their consent to the foregoing.

b. **Governing law; jurisdiction.** Except as otherwise set forth in the Dispute Policy with respect to disputes, this Registration Agreement, your rights and obligations and all actions contemplated by this Registration Agreement shall be governed by as follows. Unless you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Commonwealth of Massachusetts. If you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Republic of India.

> Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

c. **Arbitration.** Your use of the Services is also governed by the following:

Unless you are in India, you also hereby agree to the Company's Arbitration Agreement, which is incorporated into this Agreement by reference and can be found here **(https://publicdomainregistry.com/legal/#arbitration)**.

Alternatively, if you are in India, the following provision applies to you:

All disputes, controversies and differences arising out of or relating to this Agreement, including a dispute relating to the validity or existence of this Agreement ("Dispute") shall be referred to and resolved by arbitration in Mumbai, India under the provisions of the Arbitration and Conciliation Act, 1996; provided that, to the extent a party may suffer immediate and irreparable harm for which monetary damages would not be an adequate remedy as a result of the other party's breach or threatened breach of any obligation hereunder, such party may seek equitable relief, including an injunction, from a court of competent jurisdiction, which shall not be subject to this Section. The arbitration tribunal shall consist of one (1) arbitrator jointly appointed by the parties within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a party to the other. If the parties fail to agree on appointment of such arbitrator, then the arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. As part of the terms of the appointment of the arbitrator(s), the arbitrator(s) shall be required to produce a final and binding award or awards within six (6) months of the appointment of the sole arbitrator (jointly appointed by the parties). Parties shall use their best efforts to assist the arbitrator(s) to achieve this objective, and the parties agree that this six (6) month period shall only be extended in exceptional circumstances, which are to be determined by the arbitrator(s) in its absolute discretion. The arbitral award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The parties agree to be bound thereby and to act accordingly. All costs of the arbitration shall be borne equally by the parties.

d. **Notices.** You agree that any notices required to be given under this Registration Agreement by the Company to you will be deemed to have been given if delivered in accordance with the contact information you have provided.
e. **Relationship.** The Company and you are independent contractors and nothing contained in this Registration Agreement places the Company and you in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
f. **Waiver.** No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or

default in any term or condition of this Registration Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

g. **Severability.** If any provision or portion of any provision of this Registration Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
h. **Assignment.** You may not assign or transfer this Registration Agreement or any of your rights or obligations hereunder, without the prior written consent of the Company and/or without using the Company's domain transfer process in compliance with ICANN's policies. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. The Company may assign its rights and obligations under this Registration Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Registration Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. You agree that the Company may transfer your domain name from one accredited registrar to another accredited registrar without requiring your consent, to the extent not prohibited by ICANN or applicable registry rules or by applicable law.
i. **Intellectual property.** Except for your Content (as defined above), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Company Content"), are the proprietary property of the Company. No Company Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purposes in any form or by any means, in whole or in part, other than as expressly permitted in this Registration Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Company Content. Any use of the Company Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the services and the Company Content granted herein. All rights of the Company or its licensors that are not expressly granted in this Registration Agreement are reserved to the Company and its licensors.
j. **Entire agreement.** This Registration Agreement, and the attachments and documents referenced herein, including but not limited to the applicable Dispute Policy (as modified from time to time), constitute the complete and exclusive agreement between you and the Company, and supersede and govern all prior proposals, agreements, or other communications with respect to the subject matter hereof.

APPENDIX 1.

ADDITIONAL REGISTRY REQUIREMENTS

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by, which incorporates by reference, all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the TLDs in which you register any domain.

TO LINK TO AND REVIEW THE REGISTRY POLICIES FOR THE TLD IN WHICH YOU WISH TO REGISTER A DOMAIN NAME, PLEASE CLICK **HERE (https://pdr.corp.endurance.com/wp-content/themes/pdr/agreement/domain-registration-toc-appendices.html)**.

This file was last modified on July 1, 2019.

PRICING (HTTP://PUBLICDOMAINREGISTRY.COM/PRICING/)

PARTNERS (HTTP://PUBLICDOMAINREGISTRY.COM/PARTNERS/)

SUPPORT (HTTP://PUBLICDOMAINREGISTRY.COM/SUPPORT/)

CONTACT US (HTTP://PUBLICDOMAINREGISTRY.COM/CONTACT-US/)

LEGAL (HTTP://PUBLICDOMAINREGISTRY.COM/LEGAL/)

REPORT ABUSE (HTTP://PUBLICDOMAINREGISTRY.COM/REPORT-ABUSE-2/)

Do Not Sell My Info (https://endurance.clarip.com/dsr/create.php)

EXHIBIT 8

DAVID SHONKA
Acting General Counsel

Ethan Arenson, DC # 473296
Carl Settlemyer, DC # 454272
Philip Tumminio, DC # 985624
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, DC 20580
(202) 326-2204 (Arenson)
(202) 326-2019 (Settlemyer)
(202) 326-2204 (Tumminio)
(202) 326-3395 *facsimile*
earenson@ftc.gov
csettlemyer@ftc.gov
ptumminio@ftc.gov

Attorneys for Plaintiff Federal Trade Commission

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
San Jose Division

Federal Trade Commission, **Plaintiff,** **v.** **Pricewert LLC d/b/a 3FN.net, Triple Fiber Network, APS Telecom and APX Telecom, APS Communications, and APS Communication,** **Defendant.**	09-2407 **Case No. ~~09-02447~~ RMW** ***EX PARTE* TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), has filed a Complaint for Injunctive and Other Equitable Relief, and has moved *ex parte* for a temporary restraining order and for 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.

FINDINGS

The Court has considered the pleadings, declarations, exhibits, and memoranda filed in

12

support of the Commission's motion and finds that:

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 the Defendant under Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (2006).

2. There is good cause to believe that Pricewert LLC also d/b/a 3FN.net, Triple Fiber Network, APS Telecom and APX Telecom, APS Communications, and APS Communication (the "Defendant"), has engaged in and is likely to engage in acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (2006), and that the Commission is, therefore, likely to prevail on the merits of this action;

3. There is good cause to believe that immediate and irreparable harm will result from the Defendant's ongoing violations of Section 5(a) of the FTC Act unless the Defendant is restrained and enjoined by Order of this Court. The evidence set forth in the Commission's Memorandum of Law in Support of *Ex Parte* Motion for Temporary Restraining Order and Order to Show Cause ("TRO Motion"), and the accompanying declarations and exhibits, demonstrates that the Commission is likely to prevail on its claim that Defendant has engaged in unfair acts or practices in violation of Section 5(a) of the FTC Act by: recruiting, distributing and hosting electronic code or content that inflicts harm upon consumers, including, but not limited to, child pornography, botnet command and control servers, spyware, viruses, trojans, and phishing-related sites; and configuring, deploying, and operating botnets. There is good cause to believe that the Defendant will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court;

4. 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 the Defendant of its assets, business records,

or other discoverable evidence if the Defendant receives advance notice of this action. Based on the evidence cited in the Commission's Motion and accompanying declarations and exhibits, the Commission is likely to be able to prove that: (1) the Defendant has operated through a series of maildrops and shell companies, with a principal place of business and its principals located outside of the United States; (2) the Defendant has continued its unlawful operations unabated despite requests from the Internet security community to cease its injurious activities; (3) the Defendant is engaged in activities that directly violate U.S. law and cause significant harm to consumers; and (4) that Defendant is likely to relocate the harmful and malicious code it hosts and/or warn its criminal clientele of this action if informed of the Commission's action. The Commission's request for this emergency *ex parte* relief is not the result of any lack of diligence on the Commission's part, but instead is based upon the nature of the Defendant's unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b) and Civil L.R. 65-1, good cause and the interests of justice require that this Order be Granted without prior notice to the Defendant, and, accordingly, the Commission is relieved of the duty to provide the Defendant with prior notice of the Commission's motion;

5. There is good cause to believe that the Defendant, which is controlled by individuals outside of the United States, has engaged in illegal activity using Data Centers and Upstream Service Providers based in the United States and that to immediately halt the injury caused by Defendant, such Data Centers and Upstream Service Providers must be ordered to immediately disconnect Defendant's computing resources from the Internet without providing advance notice to the Defendant, prevent the Defendant and others from accessing such computer resources, and prevent the destruction of data located on these computer resources;

6. Weighing the equities and considering the Plaintiff's likelihood of ultimate success, this Order is in the public interest; and

7. Fed. R. Civ. P. 65(c) does not require security of the United States or an officer or agency thereof for the issuance of a restraining order.

DEFINITIONS

For the purpose of this order, the following definitions shall apply:

1. **"Assets"** means any legal or equitable interest in, right to, or claim to, any real, personal, or intellectual property of Defendant or held for the benefit of Defendant wherever located, including, but not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, contracts, mail or other deliveries, shares of stock, inventory, checks, notes, accounts, credits, receivables (as those terms are defined in the Uniform Commercial Code), cash, and trusts, including but not limited to any other trust held for the benefit of Defendant.
2. **"Botnet"** means a network of computers that have been compromised by malicious code and surreptitiously programmed to follow instructions issued by a Botnet Command and Control Server.
3. **"Botnet Command and Control Server"** means a computer or computers used to issue instructions to, or otherwise control, a Botnet.
4. The term **"Child Pornography"** shall have the same meaning as provided in 18 U.S.C. § 2256.
5. **"Data Center"** means any person or entity that contracts with third parties to house computer servers and associated equipment, and provides the infrastructure to support such equipment, such as power or environmental controls.
6. **"Day"** shall have the meaning prescribed by and time periods in this Order shall be calculated pursuant to Fed. R. Civ. P. 6(a).
7. **"Defendant"** means Pricewert LLC also d/b/a 3FN.net, Triple Fiber Network, APS Telecom, APX Telecom, APS Communications, APS Communication, and

any other names under which it does business, and any subsidiaries, corporations, partnerships, or other entities directly or indirectly owned, managed, or controlled by Pricewert LLC.

8. **"Document"** is synonymous in meaning and equal in scope to the usage of the term in the Federal Rules of Civil Procedure 34(a), and includes writing, drawings, graphs, charts, Internet sites, Web pages, Web sites, electronic correspondence, including e-mail and instant messages, photographs, audio and video recordings, contracts, accounting data, advertisements (including, but not limited to, advertisements placed on the World Wide Web), FTP Logs, Server Access Logs, USENET Newsgroup postings, World Wide Web pages, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records, and other data compilations from which information can be obtained and translated. A draft or non-identical copy is a separate document within the meaning of the term.

9. **"Phishing"** means the use of email, Internet web sites, or other means to mimic or copy the appearance of a trustworthy entity for the purpose of duping consumers into disclosing personal information, such as account numbers and passwords.

10. **"Representatives"** means the following persons or entities who receive actual notice of this temporary restraining order by personal service or otherwise: (1) the Defendant's officers, agents, servants, employees, and attorneys; and (2) all other persons who are in active concert or participation with Defendant or its officers, agents, servants, employees, or attorneys. A Data Center or Upstream Service Provider that continues to provide services to Defendant after receiving actual notice of this temporary restraining order is a Representative.

11. **"Spyware"** means any type of software that is surreptitiously installed on a computer and, without the consent of the user, could collect information from a

computer, could allow third parties to control remotely the use of a computer, or could facilitate botnet communications.

12. **"Trojan Horse"** means a computer program with an apparent or actual useful function that contains additional, undisclosed malicious code, including but not limited to spyware, viruses, or code that facilitates the surreptitious download or installation of other software code.

13. **"Upstream Service Provider"** means any entity that provides the means to connect to the Internet, including, but not limited to, the subleasing of Internet Protocol addresses.

14. **"Viruses"** means computer programs designed to spread from one computer to another and to interfere with the operation of the computers they infect.

PROHIBITED BUSINESS ACTIVITIES

I.

IT IS THEREFORE ORDERED that, Defendant and its Representatives are temporarily restrained and enjoined from recruiting or willingly distributing or hosting Child Pornography, Botnet Command and Control Servers, Spyware, Viruses, Trojan Horses, Phishing-related sites, or similar electronic code or content that inflicts harm upon consumers.

II.

IT IS FURTHER ORDERED that Defendant and its Representatives are temporarily restrained and enjoined from configuring, deploying, operating, or otherwise participating in or otherwise willingly facilitating, any Botnet.

SUSPENSION OF INTERNET CONNECTIVITY

III.

IT IS FURTHER ORDERED that, pending determination of the Commission's request for a preliminary injunction, that:

A. Any Data Center in active concert or participation with and providing services to Defendant or Defendant's officers, agents, servants, or employees shall immediately, and without notifying

Defendant or Defendant's officers, agents, servants, or employees, take all reasonable and necessary steps to make inaccessible to the Defendant and all other persons, all computers, servers or electronic data storage devices or media and the content stored thereupon (hereafter "computer resources"), leased, owned or operated by Defendant or Defendant's officers agents, servants, or employees and located on premises owned by, or within the control of, the Data Center. Such steps shall, at a minimum, include:

1. disconnecting such computer resources from the Internet and all other networks;
2. securing the area where such computer resources are located in a manner reasonably calculated to deny access to the Defendant and its officers, agents, servants, or employees; and
3. if such Data Center restricts access to its facilities by means of access credentials, suspending all access credentials issued to Defendant or Defendant's officers, agents, servants, or employees;

B. Any Upstream Service Provider in active concert or participation with and providing services to Defendant or Defendant's officers, agents, servants, or employees shall immediately, and without notifying Defendant or Defendant's officers, agents, servants, or employees, take all reasonable and necessary steps to deny Internet connectivity to the Defendant and Defendant's officers, agents, servants, and employees, including, but not limited to, suspending any IP addresses assigned to the Defendant or Defendant's officers, agents, servants, or employees by the Upstream Service Provider, and refraining from reassigning such IP addresses;

C. Any Data Center or Upstream Service Provider described in subparagraphs A and B above providing services to Defendant or Defendant's officers, agents, servants, or employees, shall preserve and retain documents relating to the Defendant or the Defendant's officers, agents, servants, or employees; and

D. Agents of the Commission and other law enforcement agencies are permitted to enter the premises of any of Defendant's Data Centers and Upstream Service Providers described in subparagraphs A and B above to serve copies of this Order and to verify that the Data Centers and

Upstream Service Providers have taken the reasonable and necessary steps described in sub-paragraphs A and B of this Paragraph.

Provided, however, nothing in Paragraph III shall be interpreted to deny access to any law enforcement agency granted access pursuant to a court order, search warrant, or other lawful process.

ASSET FREEZE

IV.

IT IS FURTHER ORDERED that the Defendant and its Representatives are hereby temporarily restrained and enjoined from:

A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, consumer lists, shares of stock, or other assets, or any interest therein, wherever located, that are: (1) owned or controlled by the Defendant, in whole or in part, for the benefit of the Defendant; (2) in the actual or constructive possession of the Defendant; or (3) owned, controlled by, or in the actual or constructive possession of any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any the Defendant, including, but not limited to, any assets held by or for, or subject to access by, the Defendant, at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metals dealer, or other financial institution or depository of any kind; and

B. Opening or causing to be opened any safe deposit boxes titled in the name of the Defendant, or subject to access by the Defendant.

Provided, however, that the assets affected by Paragraph IV shall include: (1) all of the assets of the Defendant existing as of the date this Order was entered; and (2) for assets obtained after the date this Order was entered, only those assets of the Defendant that are derived from conduct prohibited in Paragraphs I and II of this Order.

FINANCIAL REPORTS AND ACCOUNTING

V.

IT IS FURTHER ORDERED that the Defendant, within five (5) days of receiving notice of this Order, shall provide the Commission with completed financial statements, verified under oath and accurate as of the date of entry of this Order, on the forms attached to this Order as **Attachment A.**

RETENTION OF ASSETS AND PRODUCTION OF RECORDS BY FINANCIAL INSTITUTIONS

VI.

IT IS FURTHER ORDERED that, any financial or brokerage institution, business entity, or person served with a copy of this Order that holds, controls, or maintains custody of any account or asset of the Defendant, or has held, controlled or maintained custody of any such account or asset at any time prior to the date of entry of this Order, shall:

A. Hold and retain within its control and prohibit the withdrawal, removal, assignment, transfer, pledge, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of any such asset except by further order of the Court; and

B. Deny all persons access to any safe deposit box that is:

1. titled in the name of the Defendant; or
2. otherwise subject to access by Defendant.

FOREIGN ASSET REPATRIATION AND ACCOUNTING

VII.

IT IS FURTHER ORDERED that:

A. Defendant and its Representatives shall immediately upon service of this Order, or as soon as relevant banking hours permit, transfer to the territory of the United States to a blocked account whose funds cannot be withdrawn without further order of the court all funds and assets in foreign countries held: (1) by Defendant; (2) for its benefit; or (3) under its direct or indirect control, jointly or singly; and

B. Defendant shall, within five (5) days of receiving notice of this Order each provide the Commission with a full accounting, verified under oath and accurate as of the date of this Order, of all funds, documents, and assets outside of the United States which are: (1) titled in the Defendant's name; or (2) held by any person or entity for the benefit of the Defendant; or (3) under the direct or indirect control, whether jointly or singly, of the Defendant; and

C. Defendant and its Representatives are temporarily restrained and enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of foreign assets, including but not limited to:

1. Sending any statement, letter, fax, e-mail or wire transmission, telephoning or engaging in any other act, directly or indirectly, that results in a determination by a foreign trustee or other entity that a "duress" event has occurred under the terms of a foreign trust agreement; or

2. Notifying any trustee, protector or other agent of any foreign trust or other related entities of the existence of this Order, or that an asset freeze is required pursuant to a Court Order, until such time that a full accounting has been provided pursuant to this Paragraph.

ACCESS TO BUSINESS RECORDS

VIII.

IT IS FURTHER ORDERED that the Defendant shall allow the Commission's representatives, agents, and assistants access to the Defendant's business records to inspect and copy documents so that the Commission may prepare for the preliminary injunction hearing and identify and locate assets. Accordingly, the Defendant shall, within forty-eight (48) hours of receiving notice of this Order, produce to the Commission and the Commission's representatives, agents, and assistants for inspection, inventory, and/or copying, at Federal Trade Commission, 600 Pennsylvania Avenue NW, Room H-286, Washington DC 20580, Attention: Ethan Arenson, the following materials: (1) all client information, including, but not limited to, names, phone numbers, addresses, email addresses, and payment information for all clients of Defendant's

services; (2) contracts; (3) correspondence, including, but not limited to, electronic correspondence and Instant Messenger communications, that refer or relate to the Defendant's services; and (4) accounting information, including, but not limited to, profit and loss statements, annual reports, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, and appointment books.

Provided, however, this Paragraph excludes any record or other information pertaining to a subscriber or customer of an electronic communications service or a remote computing service as those terms are defined in the Electronic Communications Privacy Act, 18 U.S.C. § 2703(c) (2006).

The Commission shall return produced materials pursuant to this Paragraph within five (5) days of completing said inventory and copying.

EXPEDITED DISCOVERY

IX.

IT IS FURTHER ORDERED that pursuant to Federal Rules of Civil Procedure 30(a), 31(a), 34, and 45, and notwithstanding the provisions of Federal Rules of Civil Procedure 26(d) and (f), 30(a)(2)(A)-(C), and 31(a)(2)(A)-(C), the Commission is granted leave, at any time after entry of this Order to:

A. Take the deposition of any person or entity, whether or not a party, for the purpose of discovering the nature, location, status, and extent of the assets of the Defendant; the location of any premises where the Defendant conducts business operations; and

B. Demand the production of documents from any person or entity, whether or not a party, relating to the nature, status, and extent of the assets of the Defendant; the location of any premises where the Defendant, directly or through any third party, conducts business operations. Three (3) calendar days notice shall be deemed sufficient for any such deposition, five (5) calendar days notice shall be deemed sufficient for the production of any such documents, and twenty-four (24) hours notice shall be deemed sufficient for the production of any such documents that are maintained or stored only as electronic data. The provisions of this Section shall apply both to

parties to this case and to non-parties. The limitations and conditions set forth in Federal Rules of Civil Procedure 30(a)(2)(B) and 31(a)(2)(B) regarding subsequent depositions of an individual shall not apply to depositions taken pursuant to this Section. Any such depositions taken pursuant to this Section shall not be counted toward any limit on the number of depositions under the Federal Rules of Civil Procedure or the Local Rules of Civil Procedure for the United States District Court for Northern District of California, including those set forth in Federal Rules of Civil Procedure 30(a)(2)(A) and 31(a)(2)(A).

PRESERVATION OF RECORDS

X.

IT IS FURTHER ORDERED that the Defendant and its Representatives are hereby temporarily restrained and enjoined from destroying, erasing, mutilating, concealing, altering, transferring, writing over, or otherwise disposing of, in any manner, directly or indirectly, any documents or records of any kind that relate to the business practices or business finances of the Defendant, including but not limited to, computerized files and storage media on which information has been saved (including, but not limited to, hard drives, DVDs, CD-ROMS, zip disks, floppy disks, punch cards, magnetic tape, backup tapes, and computer chips), and any and all equipment needed to read any such documents or records, FTP logs, Service Access Logs, USENET Newsgroup postings, World Wide Web pages, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, copies of federal, state or local business or personal income or property tax returns, and other documents or records of any kind that relate to the business practices or finances of the Defendant or its officers, agents, servants, or employees.

RECORD KEEPING/BUSINESS OPERATIONS

XI.

IT IS FURTHER ORDERED that the Defendant is hereby temporarily restrained and enjoined from:

A. Failing to maintain documents that, in reasonable detail, accurately, fairly, and completely reflect its income, disbursements, transactions, and use of money; and

B. Creating, operating, or exercising any control over any business entity, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing the Commission with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers and employees; and (4) a detailed description of the business entity's intended activities.

DISTRIBUTION OF ORDER BY DEFENDANT

XII.

IT IS FURTHER ORDERED that the Defendant shall immediately provide a copy of this Order to each of its subsidiaries, Upstream Service Providers, Data Centers, divisions, sales entities, successors, assigns, officers, directors, employees, independent contractors, client companies, agents, and attorneys, and shall, within ten (10) days from the date of entry of this Order, provide the Commission with a sworn statement that it has complied with this provision of the Order, which statement shall include the names, physical addresses, and e-mail addresses of each such person or entity who received a copy of the Order.

SERVICE OF ORDER

XIII.

IT IS FURTHER ORDERED that copies of this Order may be served by any means authorized by law, including facsimile transmission, upon any financial institution or other entity or person that may have possession, custody, or control of any documents of the Defendant, or that may otherwise be subject to any provision of this Order.

DURATION OF TEMPORARY RESTRAINING ORDER

XIV.

IT IS FURTHER ORDERED that the Temporary Restraining Order granted herein shall expire on June 15, 2009 at 9:00 a.m., unless within such time, the Order, for good cause shown, is

extended for an additional period not to exceed ten (10) days, or unless it is further extended pursuant to Federal Rule of Civil Procedure 65.

ORDER TO SHOW CAUSE REGARDING PRELIMINARY INJUNCTION

XV.

IT IS FURTHER ORDERED, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendant shall appear before this Court on the 15th day of June, 2009, at 9:00 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 the Defendant, enjoining it from the conduct temporarily restrained by the preceding provisions of this order.

SERVICE OF PLEADINGS, MEMORANDA, AND OTHER EVIDENCE

XVI.

IT IS FURTHER ORDERED that the Defendant shall file with the Court and serve on the Commission's counsel any answering affidavits, pleadings, motions, expert reports or declarations, and/or legal memoranda no later than four (4) days prior to the hearing on the Commission's request for a preliminary injunction. The Commission may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for the Defendant no later than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Pacific Daylight Time) on the appropriate dates listed in this Paragraph.

MOTION FOR LIVE TESTIMONY; WITNESS IDENTIFICATION

XVII.

IT IS FURTHER ORDERED that the question of whether this Court should enter a preliminary injunction pursuant to Rule 65 of the Federal Rules of Civil Procedure enjoining the Defendant during the pendency of this action shall be resolved on the pleadings, declarations, exhibits, and memoranda filed by, and oral argument of, the parties. Live testimony shall be heard

only on further order of this Court or on motion filed with the Court and served on counsel for the other parties at least three (3) days prior to the preliminary injunction hearing in this matter. Such motion shall set forth the name, address, and telephone number of each proposed witness, a detailed summary or affidavit revealing the substance of each proposed witness's expected testimony, and an explanation of why the taking of live testimony would be helpful to this Court. Any papers opposing a timely motion to present live testimony or to present live testimony in response to another party's timely motion to present live testimony shall be filed with this Court and served on the other parties at least two (2) days prior to the preliminary injunction hearing in this matter, *provided* that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Pacific Daylight Time) on the appropriate dates provided in this Paragraph.

SERVICE UPON THE COMMISSION

XVIII.

IT IS FURTHER ORDERED that, with regard to any correspondence or pleadings related to this Order, service on the Commission shall be performed by overnight mail delivery to the attention of Ethan Arenson at the Federal Trade Commission, 600 Pennsylvania Avenue, NW, Room H-286, Washington, DC 20580.

//

//

//

RETENTION OF JURISDICTION

XIX.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes. No security is required of any agency of the United States for the issuance of a restraining order. Fed. R. Civ. P. 65(c).

SO ORDERED, this Second day of June, 2009, at 4:10 p.m.

UNITED STATES DISTRICT JUDGE

ATTACHMENT A

FEDERAL TRADE COMMISSION

FINANCIAL STATEMENT OF CORPORATE DEFENDANT

Instructions:

1. Complete all items. Enter "None" or "N/A" ("Not Applicable") where appropriate. If you cannot fully answer a question, explain why.

2. In completing this financial statement, "the corporation" refers not only to this corporation but also to each of its predecessors that are not named defendants in this action.

3. When an Item asks for information about assets or liabilities "held by the corporation," include ALL such assets and liabilities, located within the United States or elsewhere, held by the corporation or held by others for the benefit of the corporation.

4. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number being continued.

5. Type or print legibly.

6. An officer of the corporation must sign and date the completed financial statement on the last page and initial each page in the space provided in the lower right corner.

Penalty for False Information:

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

(1) "in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry" (18 U.S.C. § 1001);

(2) "in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true" (18 U.S.C. § 1621); or

(3) "in any (. . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information . . . knowing the same to contain any false material declaration." (18 U.S.C. § 1623)

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) $250,000 for an individual or $500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

BACKGROUND INFORMATION

Item 1. **General Information**

Corporation's Full Name _____

Primary Business Address _____ From (Date) _____

Telephone No. _____ Fax No. _____

E-Mail Address _____ Internet Home Page _____

All other current addresses & previous addresses for past five years, including post office boxes and mail drops:

Address _____ From/Until _____

Address _____ From/Until _____

Address _____ From/Until _____

All predecessor companies for past five years:

Name & Address _____ From/Until _____

Name & Address _____ From/Until _____

Name & Address _____ From/Until _____

Item 2. **Legal Information**

Federal Taxpayer ID No. _____ State & Date of Incorporation _____

State Tax ID No. _____ State _____ Profit or Not For Profit _____

Corporation's Present Status: Active _____ Inactive _____ Dissolved _____

If Dissolved: Date dissolved _____ By Whom _____

Reasons _____

Fiscal Year-End (Mo./Day) _____ Corporation's Business Activities _____

Item 3. **Registered Agent**

Name of Registered Agent _____

Address _____ Telephone No. _____

Initials _____

Item 4. **Principal Stockholders**

List all persons and entities that own at least 5% of the corporation's stock.

Name & Address	% Owned

Item 5. **Board Members**

List all members of the corporation's Board of Directors.

Name & Address	% Owned	Term (From/Until)

Item 6. **Officers**

List all of the corporation's officers, including *de facto* officers (individuals with significant management responsibility whose titles do not reflect the nature of their positions).

Name & Address	% Owned

Initials _____

Item 7. **Attorneys**

List all attorneys retained by the corporation during the last three years.

Name	Firm Name	Address

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

_____ _____
(Date) Signature

_____
Corporate Position

Initials _____

EXHIBIT 9

DAVID SHONKA
Acting General Counsel

Ethan Arenson, DC # 473296
Carl Settlemyer, DC # 454272
Philip Tumminio, DC # 985624
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, DC 20580
(202) 326-2204 (Arenson)
(202) 326-2019 (Settlemyer)
(202) 326-2204 (Tumminio)
(202) 326-3395 *facsimile*
earenson@ftc.gov
csettlemyer@ftc.gov
ptumminio@ftc.gov

Attorneys for Plaintiff Federal Trade Commission

E-Filed on 6/15/09

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
San Jose Division

Federal Trade Commission, **Plaintiff,** **v.** **Pricewert LLC d/b/a 3FN.net, Triple Fiber Network, APS Telecom and APX Telecom, APS Communications, and APS Communication,** **Defendant.**	**Case No. C-09-2407 RMW** **PRELIMINARY INJUNCTION**

Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), has filed a Complaint for Injunctive and Other Equitable Relief, and moved *ex parte* for a temporary restraining order and for 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. On June 2, 2009, this Court granted the Commission's motion and entered a Temporary Restraining Order and Order to Show Cause against Defendant Pricewert LLC also d/b/a 3FN.net, Triple Fiber Network, APS Telecom and APX Telecom, APS Communications, and APS Communication (D.E. 12). On June 5, 2009 the court directed the FTC to submit a proposal for expeditiously addressing the

concerns of innocent third parties who claimed to be suffering harm as a result of the Temporary Restraining Order. This request was prompted by written communication to the court by two non-parties. The hearing on the Order to show Cause as to why a preliminary injunction should not issue was held on June 15, 2009. The FTC appeared through its counsel Ethan Arenson and Philip Tumminio. Karl S. Kronenberger of Kronenberger Burgoyne, LLP appeared on behalf of third parties Suren Ter-Saakov and Tsuren LLC. Although the court had received communication from Max Christopher who was identified as "Defendant's authorized representative and interpreter" indicating that counsel for defendant or a representative would appear, no one appeared on behalf of defendant. After reviewing the papers and hearing the comments of counsel, the Court makes the following findings and orders.

FINDINGS

The court has considered the pleadings, declarations, exhibits, and memoranda filed in support of the Commission's motion for a preliminary injunction and finds that:

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 the Defendant under Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (2006).
2. There is good cause to believe that Pricewert LLC also d/b/a 3FN.net, Triple Fiber Network, APS Telecom and APX Telecom, APS Communications, and APS Communication (the "Defendant"), has engaged in and is likely to engage in acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (2006), and that the Commission is, therefore, likely to prevail on the merits of this action;
3. There is good cause to believe that immediate and irreparable harm will result from the Defendant's ongoing violations of Section 5(a) of the FTC Act unless the Defendant is restrained and enjoined by Order of this court. The evidence set forth in the Commission's Memorandum of Law in Support of *Ex Parte* Motion for Temporary Restraining Order and Order to Show Cause ("TRO Motion"), and the

accompanying declarations and exhibits, demonstrates that the Commission is likely to prevail on its claim that Defendant has engaged in unfair acts or practices in violation of Section 5(a) of the FTC Act by: recruiting, distributing and hosting electronic code or content that inflicts harm upon consumers, including, but not limited to, child pornography, botnet command and control servers, spyware, viruses, trojans, and phishing-related sites; and configuring, deploying, and operating botnets. There is good cause to believe that the Defendant will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this court;

4. 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 the Defendant of its assets, business records, or other discoverable evidence. Based on the evidence cited in the Commission's TRO Motion and accompanying declarations and exhibits, the Commission is likely to be able to prove that: (1) the Defendant has operated through a series of maildrops and shell companies, with a principal place of business and its principals located outside of the United States; (2) the Defendant has continued its unlawful operations unabated despite requests from the Internet security community to cease its injurious activities; and (3) the Defendant is engaged in activities that directly violate U.S. law and cause significant harm to consumers;

5. There is good cause to believe that the Defendant, which is controlled by individuals outside of the United States, has engaged in illegal activity using Data Centers and Upstream Service Providers based in the United States and that to immediately halt the injury caused by Defendant, such Data Centers and Upstream Service Providers must be ordered to immediately disconnect or to maintain disconnection of Defendant's computing resources from the Internet, prevent the Defendant and others from accessing such computer resources, and prevent the destruction of data located on these computer resources;

6. Weighing the equities and considering the Plaintiff's likelihood of ultimate success, this Order is in the public interest; and

7. Fed. R. Civ. P. 65(c) does not require security of the United States or an officer or agency thereof for the issuance of a preliminary injunction.

DEFINITIONS

For the purpose of this order, the following definitions shall apply:

1. **"Assets"** means any legal or equitable interest in, right to, or claim to, any real, personal, or intellectual property of Defendant or held for the benefit of Defendant wherever located, including, but not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, contracts, mail or other deliveries, shares of stock, inventory, checks, notes, accounts, credits, receivables (as those terms are defined in the Uniform Commercial Code), cash, and trusts, including but not limited to any other trust held for the benefit of Defendant.

2. **"Botnet"** means a network of computers that have been compromised by malicious code and surreptitiously programmed to follow instructions issued by a Botnet Command and Control Server.

3. **"Botnet Command and Control Server"** means a computer or computers used to issue instructions to, or otherwise control, a Botnet.

4. The term **"Child Pornography"** shall have the same meaning as provided in 18 U.S.C. § 2256.

5. **"Data Center"** means any person or entity that contracts with third parties to house computer servers and associated equipment, and provides the infrastructure to support such equipment, such as power or environmental controls.

6. **"Day"** shall have the meaning prescribed by and time periods in this Order shall be calculated pursuant to Fed. R. Civ. P. 6(a).

7. **"Defendant"** means Pricewert LLC also d/b/a 3FN.net, Triple Fiber Network, APS Telecom, APX Telecom, APS Communications, APS Communication, and any other names under which it does business, and any subsidiaries, corporations, partnerships, or other entities directly or indirectly owned, managed, or controlled by Pricewert LLC.

8. **"Document"** is synonymous in meaning and equal in scope to the usage of the term in the Federal Rules of Civil Procedure 34(a), and includes writing, drawings, graphs, charts, Internet sites, Web pages, Web sites, electronic correspondence, including e-mail and instant messages, photographs, audio and video recordings, contracts, accounting data, advertisements (including, but not limited to, advertisements placed on the World Wide Web), FTP Logs, Server Access Logs, USENET Newsgroup postings, World Wide Web pages, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records, and other data compilations from which information can be obtained and translated. A draft or non-identical copy is a separate document within the meaning of the term.

9. **"Phishing"** means the use of email, Internet web sites, or other means to mimic or copy the appearance of a trustworthy entity for the purpose of duping consumers into disclosing personal information, such as account numbers and passwords.

10. **"Representatives"** means the following persons or entities who receive actual notice of this preliminary injunction by personal service or otherwise: (1) the Defendant's officers, agents, servants, employees, and attorneys; and (2) all other persons who are in active concert or participation with Defendant or its officers, agents, servants, employees, or attorneys. A Data Center or Upstream Service Provider that continues to provide services to Defendant after receiving actual

notice of this preliminary injunction is a Representative.

11. **"Spyware"** means any type of software that is surreptitiously installed on a computer and, without the consent of the user, could collect information from a computer, could allow third parties to control remotely the use of a computer, or could facilitate botnet communications.

12. **"Trojan Horse"** means a computer program with an apparent or actual useful function that contains additional, undisclosed malicious code, including but not limited to spyware, viruses, or code that facilitates the surreptitious download or installation of other software code.

13. **"Upstream Service Provider"** means any entity that provides the means to connect to the Internet, including, but not limited to, the subleasing of Internet Protocol addresses.

14. **"Viruses"** means computer programs designed to spread from one computer to another and to interfere with the operation of the computers they infect.

PROHIBITED BUSINESS ACTIVITIES

I.

IT IS THEREFORE ORDERED that, Defendant and its Representatives are preliminarily restrained and enjoined from recruiting or willingly distributing or hosting Child Pornography, Botnet Command and Control Servers, Spyware, Viruses, Trojan Horses, Phishing-related sites, or similar electronic code or content that inflicts harm upon consumers.

II.

IT IS FURTHER ORDERED that Defendant and its Representatives are preliminarily restrained and enjoined from configuring, deploying, operating, or otherwise participating in or otherwise willingly facilitating, any Botnet.

SUSPENSION OF INTERNET CONNECTIVITY

III.

IT IS FURTHER ORDERED that, pending resolution of the merits of this case, that:

A. Any Data Center in active concert or participation with and providing services to Defendant or Defendant's officers, agents, servants, or employees shall, if it has not already done so in compliance with the Temporary Restraining Order previously issued in this case, immediately and without prior notification to Defendant or Defendant's officers, agents, servants, or employees, take all reasonable and necessary steps to make inaccessible to the Defendant and all other persons, except as otherwise ordered herein, all computers, servers or electronic data storage devices or media and the content stored thereupon (hereafter "computer resources"), leased, owned or operated by Defendant or Defendant's officers agents, servants, or employees and located on premises owned by, or within the control of, the Data Center and shall, if it has already taken such steps in compliance with the Temporary Restraining Order previously issued in this case, continue to make those computer resources inaccessible to the Defendant and all other persons, except as otherwise ordered herein. Such steps shall, at a minimum, include:

1. disconnecting such computer resources from the Internet and all other networks;
2. securing the area where such computer resources are located in a manner reasonably calculated to deny access to the Defendant and its officers, agents, servants, or employees; and
3. if such Data Center restricts access to its facilities by means of access credentials, suspending all access credentials issued to Defendant or Defendant's officers, agents, servants, or employees;

B. Any Upstream Service Provider in active concert or participation with and providing services to Defendant or Defendant's officers, agents, servants, or employees shall, if it has not already done so in compliance with the Temporary Restraining Order previously issued in this case, immediately, and without notifying Defendant or Defendant's officers, agents, servants, or employees in advance, take all reasonable and necessary steps to deny Internet connectivity to the Defendant and Defendant's officers, agents, servants, and employees, including, but not limited

to, suspending any IP addresses assigned to the Defendant or Defendant's officers, agents, servants, or employees by the Upstream Service Provider, and refraining from reassigning such IP addresses, and shall, if it has already taken such steps in compliance with the Temporary Restraining Order previously issued in this case, continue to deny Internet connectivity to the Defendant and Defendant's officers, agents, servants, and employees;

C. Any Data Center or Upstream Service Provider described in subparagraphs A and B above providing services to Defendant or Defendant's officers, agents, servants, or employees, shall preserve and retain documents relating to the Defendant or the Defendant's officers, agents, servants, or employees; and

D. Agents of the Commission and other law enforcement agencies are permitted to enter the premises of any of Defendant's Data Centers and Upstream Service Providers described in subparagraph A and B above to serve copies of this Order and to verify that the Data Centers and Upstream Service Providers have taken the reasonable and necessary steps described in sub-paragraphs A and B of this Paragraph.

Provided, however, nothing in Paragraph III shall be interpreted to deny access to any law enforcement agency granted access pursuant to a court order, search warrant, or other lawful process, or to deny access to any receiver appointed by this court.

ASSET FREEZE

IV.

IT IS FURTHER ORDERED that the Defendant and its Representatives are hereby preliminarily restrained and enjoined from:

A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, consumer lists, shares of stock, or other assets, or any interest therein, wherever located, that are: (1) owned or controlled by the Defendant, in whole or in part, for the benefit of the Defendant; (2) in the actual or constructive possession of the Defendant; or (3)

owned, controlled by, or in the actual or constructive possession of any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by the Defendant, including, but not limited to, any assets held by or for, or subject to access by, the Defendant, at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metals dealer, or other financial institution or depository of any kind; and

B. Opening or causing to be opened any safe deposit boxes titled in the name of the Defendant, or subject to access by the Defendant.

Provided, however, that the assets affected by Paragraph IV shall include: (1) all of the assets of the Defendant existing as of the date this Order was entered; and (2) for assets obtained after the date this Order was entered, only those assets of the Defendant that are derived from conduct prohibited in Paragraphs I and II of this Order.

FINANCIAL REPORTS AND ACCOUNTING

V.

IT IS FURTHER ORDERED that the Defendant, if it has not already done so in compliance with the Temporary Restraining Order previously issued in this case, shall within five (5) business days of receiving notice of this Order provide the Commission with completed financial statements, verified under oath and accurate as of the date of entry of this Order, on the forms attached to this Order as **Attachment A.**

RETENTION OF ASSETS AND PRODUCTION OF RECORDS BY FINANCIAL INSTITUTIONS

VI.

IT IS FURTHER ORDERED that, any financial or brokerage institution, business entity, or person served with a copy of this Order that holds, controls, or maintains custody of any account or asset of the Defendant, or has held, controlled or maintained custody of any such account or asset at any time prior to the date of entry of this Order, shall:

A. Hold and retain within its control and prohibit the withdrawal, removal, assignment, transfer, pledge, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of any such asset except by further order of the court; and

B. Deny all persons access to any safe deposit box that is:

1. titled in the name of the Defendant; or
2. otherwise subject to access by Defendant.

FOREIGN ASSET REPATRIATION AND ACCOUNTING

VII.

IT IS FURTHER ORDERED that:

A. Defendant and its Representatives shall, if it has not already done so in compliance with the Temporary Restraining Order previously issued in this case, immediately upon service of this Order, or as soon as relevant banking hours permit, transfer to the territory of the United States to a blocked account whose funds cannot be withdrawn without further order of the court all funds and assets in foreign countries held: (1) by Defendant; (2) for its benefit; or (3) under its direct or indirect control, jointly or singly; and

B. Defendant shall, if it has not already done so in compliance with the Temporary Restraining Order previously issued in this case, within five (5) business days of receiving notice of this Order provide the Commission with a full accounting, verified under oath and accurate as of the date of this Order, of all funds, documents, and assets outside of the United States which are: (1) titled in the Defendant's name; or (2) held by any person or entity for the benefit of the Defendant; or (3) under the direct or indirect control, whether jointly or singly, of the Defendant; and

C. Defendant and its Representatives are preliminarily restrained and enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of foreign assets, including but not limited to:

1. Sending any statement, letter, fax, e-mail or wire transmission, telephoning or engaging in any other act, directly or indirectly, that results in a determination by a

foreign trustee or other entity that a "duress" event has occurred under the terms of a foreign trust agreement; or

2. Notifying any trustee, protector or other agent of any foreign trust or other related entities of the existence of this Order, or that an asset freeze is required pursuant to a court Order, until such time that a full accounting has been provided pursuant to this Paragraph.

ACCESS TO BUSINESS RECORDS

VIII.

IT IS FURTHER ORDERED that the Defendant, if it has not already done so in compliance with the Temporary Restraining Order previously issued in this case, shall allow the Commission's representatives, agents, and assistants access to the Defendant's business records to inspect and copy documents. Accordingly, the Defendant shall, within forty-eight (48) hours of receiving notice of this Order, produce to the Commission and the Commission's representatives, agents, and assistants for inspection, inventory, and/or copying, at Federal Trade Commission, 600 Pennsylvania Avenue NW, Room H-286, Washington DC 20580, Attention: Ethan Arenson, the following materials: (1) all client information, including, but not limited to, names, phone numbers, addresses, email addresses, and payment information for all clients of Defendant's services; (2) contracts; (3) correspondence, including, but not limited to, electronic correspondence and Instant Messenger communications, that refer or relate to the Defendant's services; and (4) accounting information, including, but not limited to, profit and loss statements, annual reports, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, and appointment books.

Provided, however, this Paragraph excludes any record or other information pertaining to a subscriber or customer of an electronic communications service or a remote computing service as those terms are defined in the Electronic Communications Privacy Act, 18 U.S.C. § 2703(c) (2006).

The Commission shall return produced materials pursuant to this Paragraph within five (5) days of completing said inventory and copying.

COMMENCEMENT OF DISCOVERY

IX.

IT IS FURTHER ORDERED that pursuant to Federal Rules of Civil Procedure 30(a), 31(a), 34, and 45, and notwithstanding the provisions of Federal Rules of Civil Procedure 26(d) and (f), 30(a)(2)(A)-(C), and 31(a)(2)(A)-(C), the Commission is granted leave, at any time after entry of this Order, to commence discovery.

PRESERVATION OF RECORDS

X.

IT IS FURTHER ORDERED that the Defendant and its Representatives are hereby preliminarily restrained and enjoined from destroying, erasing, mutilating, concealing, altering, transferring, writing over, or otherwise disposing of, in any manner, directly or indirectly, any documents or records of any kind that relate to the business practices or business finances of the Defendant, including but not limited to, computerized files and storage media on which information has been saved (including, but not limited to, hard drives, DVDs, CD-ROMS, zip disks, floppy disks, punch cards, magnetic tape, backup tapes, and computer chips), and any and all equipment needed to read any such documents or records, FTP logs, Service Access Logs, USENET Newsgroup postings, World Wide Web pages, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, and other documents or records of any kind that relate to the business practices or finances of the Defendant or its officers, agents, servants, or employees.

RECORD KEEPING/BUSINESS OPERATIONS

XI.

IT IS FURTHER ORDERED that the Defendant is hereby preliminarily restrained and enjoined from:

A. Failing to maintain documents that, in reasonable detail, accurately, fairly, and completely reflect its income, disbursements, transactions, and use of money; and

B. Creating, operating, or exercising any control over any business entity, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing the Commission with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers and employees; and (4) a detailed description of the business entity's intended activities.

DISTRIBUTION OF ORDER BY DEFENDANT

XII.

IT IS FURTHER ORDERED that the Defendant shall immediately provide a copy of this Order to each of its subsidiaries, Upstream Service Providers, Data Centers, divisions, sales entities, successors, assigns, officers, directors, employees, independent contractors, client companies, agents, and attorneys, and shall, within ten (10) calendar days from the date of entry of this Order, provide the Commission with a sworn statement that it has complied with this provision of the Order, which statement shall include the names, physical addresses, and e-mail addresses of each such person or entity who received a copy of the Order.

SERVICE OF ORDER

XIII.

IT IS FURTHER ORDERED that copies of this Order may be served by any means authorized by law, including facsimile transmission, upon any financial institution or other entity or person that may have possession, custody, or control of any documents of the Defendant, or that

may otherwise be subject to any provision of this Order.

SERVICE UPON THE COMMISSION

XIV.

IT IS FURTHER ORDERED that, with regard to any correspondence or pleadings related to this Order, service on the Commission shall be performed by overnight mail delivery to the attention of Ethan Arenson at the Federal Trade Commission, 600 Pennsylvania Avenue, NW, Room H-286, Washington, DC 20580.

MODIFICATION OF ORDER

XV.

The court has concerns about the potential hardship this Order may impose on the defendant and others, arising from information provided by the defendant and a few third-parties who have communicated with the court. By Order made contemporaneously with this Order, the court has appointed a receiver to expeditiously deal with any claim by a third party that it has suffered harm as a result of the restraining order or will suffer harm as a result of this Preliminary Injunction. The court has also noted in the submission by Max Christopher, defendant's purported representative, that defendant "is not going to hide or not appear in court," that "defendant always has been willing to cooperate with authorities and is ready to assist the investigation" and is "ready to cooperate and provide any information [it has] on its servers." Further, the submission by Mr. Christopher notes that the asset freeze has limited defendant's opportunities to obtain legal representation and defend and respond. Therefore, **IT IS FURTHER ORDERED** that defendant may, on 48 hours' notice to parties who have appeared, seek modification of this Order including immediate release of funds necessary to pay for legal representation on behalf of defendant.

RETENTION OF JURISDICTION

XIV.

IT IS FURTHER ORDERED that this court shall retain jurisdiction of this matter for all

purposes. No security is required of any agency of the United States for the issuance of a preliminary injunction. Fed. R. Civ. P. 65(c).

SO ORDERED, this 15th day of June, 2009.

Ronald M Whyte

RONALD M. WHYTE
United States District Judge

Notice of this document has been electronically sent to:

Counsel for Plaintiff:

Ethan Arenson	earenson@ftc.gov
Carl Settlemeyer	csettlemyer@ftc.gov
Philip Tumminio	ptumminio@ftc.gov

Counsel for Defendants:

(no appearance)

Counsel for Proposed Intervenors:

Karl Stephen Kronenberger	karl@KBInternetlaw.com
Jeffrey Michael Rosenfeld	Jeff@KBInternetlaw.com

Counsel are responsible for distributing copies of this document to co-counsel that have not registered for e-filing under the court's CM/ECF program.

Dated: 6/15/09

TER
Chambers of Judge Whyte

ATTACHMENT A

FEDERAL TRADE COMMISSION

FINANCIAL STATEMENT OF CORPORATE DEFENDANT

Instructions:

1. Complete all items. Enter "None" or "N/A" ("Not Applicable") where appropriate. If you cannot fully answer a question, explain why.

2. In completing this financial statement, "the corporation" refers not only to this corporation but also to each of its predecessors that are not named defendants in this action.

3. When an Item asks for information about assets or liabilities "held by the corporation," include ALL such assets and liabilities, located within the United States or elsewhere, held by the corporation or held by others for the benefit of the corporation.

4. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number being continued.

5. Type or print legibly.

6. An officer of the corporation must sign and date the completed financial statement on the last page and initial each page in the space provided in the lower right corner.

Penalty for False Information:

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

(1) "in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry" (18 U.S.C. § 1001);

(2) "in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true" (18 U.S.C. § 1621); or

(3) "in any (. . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information . . . knowing the same to contain any false material declaration." (18 U.S.C. § 1623)

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) $250,000 for an individual or $500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

BACKGROUND INFORMATI ON

Item 1. **General Information**

Corporation's Full Name _____

Primary Business Address _____ From (Date) _____

Telephone No. _____ Fax No. _____

E-Mail Address_____ Internet Home Page_____

All other current addresses & previous addresses for past five years, including post office boxes and mail drops:

Address_____ From/Until_____

Address_____ From/Until_____

Address_____ From/Until_____

All predecessor companies for past five years:

Name & Address _____ From/Until _____

Name & Address _____ From/Until _____

Name & Address _____ From/Until _____

Item 2. **Legal Information**

Federal Taxpayer ID No. _____ State & Date of Incorporation _____

State Tax ID No. _____ State _____ Profit or Not For Profit _____

Corporation's Present Status: Active _____ Inactive _____ Dissolved _____

If Dissolved: Date dissolved _____ By Whom _____

Reasons _____

Fiscal Year-End (Mo./Day) _____ Corporation's Business Activities _____

Item 3. **Registered Agent**

Name of Registered Agent _____

Address _____ Telephone No. _____

Initials _____

Item 4. **Principal Stockholders**

List all persons and entities that own at least 5% of the corporation's stock.

Name & Address	% Owned

Item 5. **Board Members**

List all members of the corporation's Board of Directors.

Name & Address	% Owned	Term (From/Until)

Item 6. **Officers**

List all of the corporation's officers, including *de facto* officers (individuals with significant management responsibility whose titles do not reflect the nature of their positions).

Name & Address	% Owned

Initials _____

Item 7. **Attorneys**

List all attorneys retained by the corporation during the last three years.

Name	Firm Name	Address

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

_____ (Date)

_____ Signature

_____ Corporate Position

Initials _____

EXHIBIT 10

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

MICROSOFT CORPORATION, a Washington corporation, Plaintiff, v. JOHN DOES 1-2 CONTROLLING A COMPUTER NETWORK THEREBY INJURING PLAINTIFF AND ITS CUSTOMERS, Defendants.	Civil Action No: **FILED UNDER SEAL PURSUANT TO LOCAL CIVIL RULE 5**

EX PARTE TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION

Plaintiff Microsoft Corporation ("Microsoft") has filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act (18 U.S.C. § 1030); (2) the Electronic Communications Privacy Act (18 U.S.C. § 2701); (3) the Lanham Act (15 U.S.C. §§ 1114(a)(1), 1125(a), (c)); (4) the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)); and (5) the common law of trespass to chattels, unjust enrichment, conversion and intentional interference with contractual relationships. Microsoft has moved *ex parte* for an emergency temporary restraining order and an order to show cause why a preliminary injunction should not be granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a) (the Lanham Act), and 28 U.S.C. § 1651(a) (the All-Writs Act).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Microsoft's *Ex Parte* Application for an Emergency Temporary Restraining Order and Order to

Show Cause re Preliminary Injunction, the Court hereby makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants John Doe 1 and 2 ("Defendants") under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)), and common law of trespass to chattels, unjust enrichment, conversion, and intentional interference with contractual relationships.

2. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)) and constitute common law of trespass to chattels, unjust enrichment, conversion, and intentional interference with contractual relationships, and that Microsoft is, therefore, likely to prevail on the merits of this action;

3. Microsoft owns the registered trademarks Microsoft, Windows, Hotmail, Outlook, and Office 365 and numerous other trademarks used in connection with its services, software and products. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants' ongoing violations. The evidence set forth in Microsoft's Brief in Support of *Ex Parte* Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction ("TRO Application"), and the accompanying declarations and exhibits, demonstrates

that Microsoft is likely to prevail on its claim that Defendants have engaged in violations of the foregoing law by:

a. intentionally accessing and sending malicious software, code, and instructions to the protected computers, operating systems, and computer networks of Microsoft and the customers of Microsoft, without authorization or exceeding authorization, in order to

   i. steal and exfiltrate information from those computers and computer networks;

   ii. infect those computers and computer networks with malicious code and thereby gain control over those computers and computer networks;

   iii. attack and compromise the security of those computers and computer networks by conducting remote reconnaissance, stealing authentication credentials, monitoring the activities of users, and using other instrumentalities of theft;

b. deploying computers and Internet domains to establish a command and control infrastructure by which means Defendants conduct illegal activities, including attacks on computers and networks, monitoring activities of users, and theft of information;

c. corrupting Microsoft's operating system and applications on victims' computers and networks, thereby using them to monitor the activities of users and steal information from them;

4. There is good cause to believe that if such conduct continues, irreparable harm will occur to Microsoft, Microsoft's customers, and the public. There is good cause to believe that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court.

5. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of command and control software that is hosted at and otherwise operates through the Internet domains listed in **Appendix A** to the Complaint and from the destruction or concealment of other discoverable evidence of Defendants' misconduct

available via those domains, including on user computers infected by Defendants, if Defendants receive advance notice of this action. Based on the evidence cited in Microsoft's TRO Application and accompanying declarations and exhibits, Microsoft is likely to be able to prove that:

a. Defendants are engaged in activities that directly violate United States law and harm Microsoft and the public, including Microsoft's customers;

b. Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;

c. Defendants are likely to delete or to relocate the command and control software at issue in Microsoft's TRO Application and the harmful and malicious software disseminated through the Internet domains listed in **Appendix A** to the Complaint, thereby permitting them to continue their illegal acts; and

d. Defendants are likely to warn their associates engaged in such activities if informed of Microsoft's action.

6. Microsoft's request for this emergency *ex parte* relief is not the result of any lack of diligence on Microsoft's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b), 15 U.S.C. § 1116(a) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this Order be Granted without prior notice to Defendants, and accordingly, Microsoft is relieved of the duty to provide Defendants with prior notice of Microsoft's motion.

7. There is good cause to believe that Defendants have specifically directed their activities to computers of Microsoft's customers located in Virginia and the Eastern District of Virginia, have engaged in illegal activity using the Internet domains identified in **Appendix A** to the Complaint by using those domains to deceive users of Microsoft's products and services and by directing malicious code and content to said computers of Microsoft's customers to further perpetrate their illegal conduct victimizing Microsoft's customers. There is good cause

to believe that Defendants have directed said malicious code and content through certain instrumentalities – specifically the domains and the domain registration facilities of the domain registries identified in **Appendix A** to the Complaint.

8. There is good cause to believe that Defendants have engaged in illegal activity by using the domain registration facilities of the domain registries identified in **Appendix A** to the Complaint to register the Internet domains identified in **Appendix A**, so as to deceive Microsoft's customers to steal credentials for their Microsoft accounts, and to deliver from those domains the malicious code, content, and commands that Defendants use to access Microsoft's services without authorization and to infect and compromise the computers of Microsoft's customers, and to receive the information stolen from those accounts and computers.

9. There is good cause to believe that Defendants have engaged in illegal activity by using deceptive and fraudulent methods to steal computer users' account credentials and to use such credentials for illegal purposes.

10. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants must be prohibited from accessing Microsoft's services without authorization and prohibited from sending malicious code, content and commands from the Internet domains identified in **Appendix A** to the Complaint to the computers of Microsoft's customers.

11. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in **Appendix A** to the Complaint to host the command and control software and content used to infect and compromise the computers and networks of Microsoft's customers and to steal information from them. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and

prospective domains set forth in **Appendix A** to the Complaint must be immediately redirected to the Microsoft-secured name-servers named NS151.microsoftinternetsafety.net and NS152.microsoftinternetsafety.net, thus making them inaccessible to Defendants for command and control purposes.

12. There is good cause to believe that to immediately halt the injury, the execution of this Order should be carried out in a coordinated manner by Microsoft and by the domain registries identified in **Appendix A** to the Complaint on such date and time within five (5) days of this Order as may be reasonably requested by Microsoft.

13. There is good cause to believe that Defendants may change the Internet domains that they use to conduct illegal activities, and that Microsoft may identify and update the domains listed in **Appendix A** to the Complaint as may be reasonably necessary to account for additional Internet domains associated with Defendants just prior to the execution of this Order and within a reasonable time thereafter should Defendants attempt to evade and defy this Order.

14. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, and satisfy Fed. R. Civ. P. 4(f)(3) and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and hosting companies and as agreed to by Defendants in Defendants' domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the

U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE

IT IS THEREFORE ORDERED that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants, are temporarily restrained and enjoined from: (1) intentionally accessing and sending malicious software or code to Microsoft and the protected computers and operating systems of Microsoft and Microsoft's customers, without authorization, in order to infect those computers; (2) intentionally attacking and compromising computers or computer networks of Microsoft or Microsoft's customers, to monitor the activities of the owners or users of those computers or computer networks, and to steal information from those computers or networks; (3) configuring, deploying, operating, or otherwise participating in or facilitating a command and control infrastructure described in the TRO Application, including but not limited to the command and control software hosted at and operating through the Internet domains set forth in **Appendix A** to the Complaint and through any other component or element of the command and control infrastructure at any location; (4) stealing information from Microsoft's customers; (5) misappropriating that which rightfully belongs to Microsoft, its customers, or in which Microsoft or its customers have a proprietary interest; (6) downloading or offering to download additional malicious software onto the computers of Microsoft's customers; or (7) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, or the public.

IT IS FURTHER ORDERED that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants are temporarily restrained and

enjoined from (1) using and infringing Microsoft's trademarks, including specifically Microsoft's registered trademarks Microsoft, Windows, Hotmail, Outlook, and Office 365 and/or other trademarks, trade names, service marks, or Internet Domain addresses or names containing or infringing such trademarks, trade names or service marks; (2) using in connection with Defendants' activities, products, or services any false or deceptive designation, representation or description of Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Microsoft or give Defendants an unfair competitive advantage or result in deception of consumers; or (3) acting in any other manner which suggests in any way that Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Microsoft, or passing off Defendants' activities, products or services as Microsoft's.

IT IS FURTHER ORDERED that, with respect to any currently registered Internet domains set forth in **Appendix A** to this Order and the Complaint, the domain registries shall take the following actions:

A. Within five (5) business days of receipt of this Order, shall unlock and change the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. To the extent the registrar of record does not assist in changing the registrar of record for the domain under its control, the domain registry for the domain, or its administrators, including backend registry operators or administrators, within five (5) business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. The purpose of this paragraph is to ensure that Microsoft has control over the hosting and administration of the domain in its registrar account at MarkMonitor or such other registrar specified by Microsoft. Microsoft shall

provide to the domain registry or registrar of record any requested registrar information or account details necessary to effectuate the foregoing.

B. The domain shall be made active and shall resolve in the manner set forth in this order, or as otherwise specified by Microsoft, upon taking control of the domain;

C. The domain shall be redirected to secure servers by changing the authoritative name servers to NS096A.microsoftinternetsafety.net and NS096B.microsoftinternetsafety.net and, as may be necessary, the IP addresses associated with name servers or taking other reasonable steps to work with Microsoft to ensure the redirection of the domain and to ensure that Defendants cannot use it to make unauthorized access to computers, infect computers, compromise computers and computer networks, monitor the owners and users of computers and computer networks, steal information from them or engage in any other activities prohibited by the Injunction;

D. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following, or other information as may be specified by Microsoft:

Domain Administrator
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
United States
Phone: +1.4258828080
Facsimile: +1.4259367329
domains@microsoft.com

E. Prevent transfer, modification or deletion of the domain by Defendants and prevent transfer or control of the domain to the account of any party other than Microsoft;

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

IT IS FURTHER ORDERED that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and/or hosting companies and as agreed to by Defendants in the domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

IT IS FURTHER ORDERED, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on Jan 3, 2020 at 10:00 am to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against Defendants, enjoining Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

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

IT IS FURTHER ORDERED that Microsoft may identify and update the domains in **Appendix A** to this Order and the Complaint as may be reasonably necessary to account for additional Internet domains associated with Defendants' illegal conduct just prior to or within a reasonable time after the execution of this Order.

IT IS FURTHER ORDERED that Defendants shall file with the Court and serve on Microsoft's counsel any answering affidavits, pleadings, motions, expert reports or

declarations and/or legal memoranda no later than one (1) day prior to the hearing on Microsoft's request for a preliminary injunction.

IT IS SO ORDERED

Entered this 18th day of December, 2019
2:10 pm

/s/
UNITED STATES DISTRICT JUDGE
United States District Judge

EXHIBIT 1

APPENDIX A

.ORG DOMAINS

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

OFFICE356-US.ORG	Domain Name: OFFICE356-US.ORG Registry Domain ID: D402200000005189950-LROR Registrar WHOIS Server: whois.1api.net Registrar URL: http://www.1api.net Updated Date: 2019-02-15T01:32:18Z Creation Date: 2018-02-14T08:17:06Z Registry Expiry Date: 2020-02-14T08:17:06Z Registrar Registration Expiration Date: Registrar: 1API GmbH Registrar IANA ID: 1387 Registrar Abuse Contact Email: abuse@1api.net Registrar Abuse Contact Phone: +49.68416984200 Reseller: Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registrant Organization: MS Registrant State/Province: 1 Registrant Country: US Name Server: NS120.TRUEHOSTER.NET Name Server: NS121.TRUEHOSTER.NET DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form https://www.icann.org/wicf/) >>> Last update of WHOIS database: 2019-12-06T19:24:50Z <<<
SMTPER.ORG	Domain Name: SMTPER.ORG Registry Domain ID: D402200000011172427-LROR Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: http://www.publicdomainregistry.com Updated Date: 2019-10-14T03:49:24Z Creation Date: 2019-08-14T08:16:10Z Registry Expiry Date: 2020-08-14T08:16:10Z Registrar Registration Expiration Date: Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952

	Reseller: Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registrant Organization: GDPR Masked Registrant State/Province: GDPR Masked Registrant Country: US Name Server: NS31.CLOUDNS.NET Name Server: NS32.CLOUDNS.NET Name Server: NS33.CLOUDNS.NET Name Server: NS34.CLOUDNS.NET DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form https://www.icann.org/wicf/

.BIZ DOMAINS

Registry
NeuStar, Inc.
21575 Ridgetop Circle
Sterling, VA 20166

SEOULHOBI.BIZ	Domain Name: seoulhobi.biz Registry Domain ID: D3ADAE10C8D8E44B88339582227EF9FDE-NSR Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: publicdomainregistry.com Updated Date: 2019-03-12T15:05:00Z Creation Date: 2019-02-24T17:44:17Z Registry Expiry Date: 2020-02-24T17:44:17Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registrant Organization: N/A Registrant State/Province: Hikari Registrant Country: JP Registrant Email: Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name. DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form: https://www.icann.org/wicf/

.CASH DOMAINS

Registry

Binky Moon, LLC
Donuts Inc.
5808 Lake Washington Blvd NE, Suite 300
Kirkland, WA 98033

READER.CASH	Domain Name: reader.cash Registry Domain ID: 380312f8fcc340edbc1803c144d5b363-DONUTS Registrar WHOIS Server: whois.PublicDomainRegistry.com Registrar URL: http://www.PublicDomainRegistry.com Updated Date: 2019-11-18T08:51:21Z Creation Date: 2019-11-01T08:32:05Z Registry Expiry Date: 2020-11-01T08:32:05Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +91.2230797500 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: REDACTED FOR PRIVACY Registrant Name: REDACTED FOR PRIVACY Registrant Organization: GDPR Masked Registrant Street: REDACTED FOR PRIVACY Registrant City: REDACTED FOR PRIVACY Registrant State/Province: GDPR Masked Registrant Postal Code: REDACTED FOR PRIVACY Registrant Country: US Registrant Phone: REDACTED FOR PRIVACY Registrant Phone Ext: REDACTED FOR PRIVACY Registrant Fax: REDACTED FOR PRIVACY Registrant Fax Ext: REDACTED FOR PRIVACY Registrant Email: Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name. DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form: https://www.icann.org/wicf/

.COM, .NET DOMAINS

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

HOTRNALL.COM	Domain Name: hotrnall.com Registry Domain ID: 2346795666_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T17:31:18Z Creation Date: 2018-12-26T00:34:31Z Registrar Registration Expiration Date: 2019-12-26T00:34:31Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: Kurokawa Tomoko Registrant Organization: Personal Registrant Street: 5-3-6 Akasaka Registrant City: Minato-ku Registrant State/Province: Tokyo Registrant Postal Code: 106-8006 Registrant Country: JP Registrant Phone: +81.355713191 Registrant Phone Ext: Registrant Fax: +81.355712051 Registrant Fax Ext: Registrant Email: tang_guanghui@hotmail.com Registry Admin ID: Not Available From Registry Admin Name: Kurokawa Tomoko Admin Organization: Personal Admin Street: 5-3-6 Akasaka Admin City: Minato-ku Admin State/Province: Tokyo Admin Postal Code: 106-8006 Admin Country: JP Admin Phone: +81.355713191 Admin Phone Ext: Admin Fax: +81.355712051 Admin Fax Ext: Admin Email: tang_guanghui@hotmail.com Registry Tech ID: Not Available From Registry Tech Name: Kurokawa Tomoko Tech Organization: Personal

	Tech Street: 5-3-6 Akasaka Tech City: Minato-ku Tech State/Province: Tokyo Tech Postal Code: 106-8006 Tech Country: JP Tech Phone: +81.355713191 Tech Phone Ext: Tech Fax: +81.355712051 Tech Fax Ext: Tech Email: tang_guanghui@hotmail.com Name Server: ns4.value-domain.com Name Server: ns5.value-domain.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/ >>> Last update of WHOIS database: 2019-08-30T17:31:18Z <<< Domain Name: hotrnall.com Registry Domain ID: 2346795666_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T17:31:18Z Creation Date: 2018-12-26T00:34:31Z Registrar Registration Expiration Date: 2019-12-26T00:34:31Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: Kurokawa Tomoko Registrant Organization: Personal Registrant Street: 5-3-6 Akasaka Registrant City: Minato-ku Registrant State/Province: Tokyo Registrant Postal Code: 106-8006 Registrant Country: JP Registrant Phone: +81.355713191 Registrant Phone Ext: Registrant Fax: +81.355712051 Registrant Fax Ext: Registrant Email: tang_guanghui@hotmail.com Registry Admin ID: Not Available From Registry Admin Name: Kurokawa Tomoko Admin Organization: Personal Admin Street: 5-3-6 Akasaka Admin City: Minato-ku Admin State/Province: Tokyo Admin Postal Code: 106-8006 Admin Country: JP

	Admin Phone: +81.355713191 Admin Phone Ext: Admin Fax: +81.355712051 Admin Fax Ext: Admin Email: tang_guanghui@hotmail.com Registry Tech ID: Not Available From Registry Tech Name: Kurokawa Tomoko Tech Organization: Personal Tech Street: 5-3-6 Akasaka Tech City: Minato-ku Tech State/Province: Tokyo Tech Postal Code: 106-8006 Tech Country: JP Tech Phone: +81.355713191 Tech Phone Ext: Tech Fax: +81.355712051 Tech Fax Ext: Tech Email: tang_guanghui@hotmail.com Name Server: ns4.value-domain.com Name Server: ns5.value-domain.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
SEC-LIVE.COM	Domain Name: sec-live.com Registry Domain ID: 2345629507_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T17:16:09Z Creation Date: 2018-12-22T08:47:19Z Registrar Registration Expiration Date: 2019-12-22T08:47:19Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: Kurokawa Tomoko Registrant Organization: Personal Registrant Street: 5-3-6 Akasaka Registrant City: Minato-ku Registrant State/Province: Tokyo Registrant Postal Code: 106-8006 Registrant Country: JP Registrant Phone: +81.355713191 Registrant Phone Ext: Registrant Fax: +81.355712051 Registrant Fax Ext: Registrant Email: tang_guanghui@hotmail.com Registry Admin ID: Not Available From Registry

	Admin Name: Kurokawa Tomoko Admin Organization: Personal Admin Street: 5-3-6 Akasaka Admin City: Minato-ku Admin State/Province: Tokyo Admin Postal Code: 106-8006 Admin Country: JP Admin Phone: +81.355713191 Admin Phone Ext: Admin Fax: +81.355712051 Admin Fax Ext: Admin Email: tang_guanghui@hotmail.com Registry Tech ID: Not Available From Registry Tech Name: Kurokawa Tomoko Tech Organization: Personal Tech Street: 5-3-6 Akasaka Tech City: Minato-ku Tech State/Province: Tokyo Tech Postal Code: 106-8006 Tech Country: JP Tech Phone: +81.355713191 Tech Phone Ext: Tech Fax: +81.355712051 Tech Fax Ext: Tech Email: tang_guanghui@hotmail.com Name Server: ns4.value-domain.com Name Server: ns5.value-domain.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
RNAII.COM	Domain Name: RNAII.COM Registry Domain ID: 2395465199_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-07-27T02:16:51Z Creation Date: 2019-05-27T02:59:08Z Registrar Registration Expiration Date: 2020-05- 27T02:59:08Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: DongIl Song Registrant Organization: MobileProtect Registrant Street: 25 Seonhwa-ro 20-gil Jillyang-eup Registrant City: Gyeongsan-si Registrant State/Province: Gyeongsangbuk-do Registrant Postal Code: 38492 Registrant Country: KR

	Registrant Phone: +82.01033988890 Registrant Email: bitcoin024@hanmail.net Registry Admin ID: Not Available From Registry DNSSEC: Unsigned Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
RNAILM.COM	Domain Name: RNAILM.COM Registry Domain ID: 2358789139_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-04-09T02:17:00Z Creation Date: 2019-02-07T06:31:49Z Registrar Registration Expiration Date: 2020-02-07T06:31:49Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: Annie Cho Registrant Organization: CoinWallet Registrant Street: 13535 UNION VILLAGE CIR Registrant City: Clifton Registrant State/Province: Virginia Registrant Postal Code: 20124 Registrant Country: US Registrant Phone: +1.8055678218 Registrant Email: bitcoin025@hanmail.net Registry Admin ID: Not Available From Registry DNSSEC: Unsigned Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
SECRITYPROCESSING.COM	Domain Name: SECRITYPROCESSING.COM Registry Domain ID: 2371156493_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-20T02:18:04Z Creation Date: 2019-03-20T07:29:16Z Registrar Registration Expiration Date: 2020-03-20T07:29:16Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited

	Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Mas ked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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 Syste m: http://wdprs.internic.net/
SECURITEDMODE.COM	Domain Name: SECURITEDMODE.COM Registry Domain ID: 2371156536_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-20T02:18:05Z Creation Date: 2019-03-20T07:29:59Z Registrar Registration Expiration Date: 2020-03-20T07:29:59Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Mas ked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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 Syste m: http://wdprs.internic.net/
SECURYTINGMAIL.COM	Domain Name: SECURYTINGMAIL.COM Registry Domain ID: 2371156527_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-20T02:18:02Z Creation Date: 2019-03-20T07:29:50Z Registrar Registration Expiration Date: 2020-03-20T07:29:50Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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 Syste m: http://wdprs.internic.net/
SET-LOGIN.COM	Domain Name: set-login.com Registry Domain ID: 2360933211_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T17:25:43Z Creation Date: 2019-02-15T07:54:55Z Registrar Registration Expiration Date: 2020-02-15T07:54:57Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: naoki yamada Registrant Organization: Personal

	Registrant Street: 4-32 Nishirokugo Registrant City: Ota-ku Registrant State/Province: Tokyo Registrant Postal Code: 144-0056 Registrant Country: JP Registrant Phone: +81.337396567 Registrant Email: satoshiman0088@gmail.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
USRCHECKING.COM	Domain Name: USRCHECKING.COM Registry Domain ID: 2371156468_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-20T02:18:06Z Creation Date: 2019-03-20T07:29:07Z Registrar Registration Expiration Date: 2020-03-20T07:29:07Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Mas ked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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 Syste m: http://wdprs.internic.net/
PW-CHANGE.COM	Domain Name: PW-CHANGE.COM Registry Domain ID: 2371470962_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-20T02:25:23Z Creation Date: 2019-03-21T02:09:48Z Registrar Registration Expiration Date: 2020-03-21T02:09:48Z

	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: ALEXEY IGORIEVICH PECHENOV Registrant Organization: Registrant Street: Moscow Region, Solnechnogorsk-30, ul. Tsentralnaya 28 Registrant City: Moscow Registrant State/Province: Moscow Registrant Postal Code: 141530 Registrant Country: RU Registrant Phone: +7.9773177182 Registrant Email: noreplygooqlesender@gmail.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/
APP-WALLET.COM	Domain Name: APP-WALLET.COM Registry Domain ID: 2335434562_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-11-22T08:44:07Z Creation Date: 2018-11-22T07:26:56Z Registrar Registration Expiration Date: 2019-11-22T07:26:56Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: Annie Cho Registrant Organization: CoinWallet Registrant Street: 13535 UNION VILLAGE CIR Registrant City: Clifton Registrant State/Province: Virginia Registrant Postal Code: 20124 Registrant Country: US Registrant Phone: +1.8055678218 Registrant Email: bitcoin025@hanmail.net 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/

BIGWNET.COM	Domain Name: bigwnet.com Registry Domain ID: 2351682947_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T17:31:28Z Creation Date: 2019-01-12T02:32:17Z Registrar Registration Expiration Date: 2020-01-12T02:32:16Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: Yoichi Shimada Registrant Organization: Personal Registrant Street: 1-1301 Saburomaru Registrant City: Fukui-shi Registrant State/Province: Fukui Registrant Postal Code: 910-0033 Registrant Country: JP Registrant Phone: +81.776281905 Registrant Email: pigcoin2020@hotmail.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
BITWOLL.COM	Domain Name: BITWOLL.COM Registry Domain ID: 2440667088_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-10-06T02:18:08Z Creation Date: 2019-10-06T02:18:07Z Registrar Registration Expiration Date: 2020-10-06T02:18:07Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked

	Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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/
CEXROUT.COM	Domain Name: CEXROUT.COM Registry Domain ID: 2350055800_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-03-08T02:17:28Z Creation Date: 2019-01-06T08:41:05Z Registrar Registration Expiration Date: 2020-01-06T08:41:05Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.com Registry Admin ID: Not Available From Registry URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
CHANGE-PW.COM	Domain Name: CHANGE-PW.COM Registry Domain ID: 2368816873_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-13T02:18:00Z Creation Date: 2019-03-13T02:19:22Z Registrar Registration Expiration Date: 2020-03-13T02:19:22Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry

	Registrant Name: Seung Hak Hyun Registrant Organization: Registrant Street: 30, Mokdongjungangbon-ro 13-gil, Yangcheon-gu, Seoul Registrant City: Seoul-si Registrant State/Province: Seoul Registrant Postal Code: 07954 Registrant Country: KR Registrant Phone: +82.1034070909 Registrant Phone Ext: Registrant Fax: Registrant Fax Ext: Registrant Email: rninchurl@daum.net Registry Admin ID: Not Available From Registry URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
CHECKPROFIE.COM	Domain Name: CHECKPROFIE.COM Registry Domain ID: 2371156560_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-20T02:18:06Z Creation Date: 2019-03-20T07:30:13Z Registrar Registration Expiration Date: 2020-03-20T07:30:13Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.com Registry Admin ID: Not Available From Registry Admin Name: GDPR Masked Admin Organization: GDPR Masked Admin Street: GDPR Masked GDPR Masked GDPR Masked Admin City: GDPR Masked Admin State/Province: Sofia Admin Postal Code: GDPR Masked

	Admin Country: BG Admin Phone: +GDPR Masked.GDPR Masked Admin Phone Ext: Admin Fax: +GDPR Masked.GDPR Masked Admin Fax Ext: Admin Email: gdpr-masking@gdpr-masked.com Registry Tech ID: Not Available From Registry Tech Name: GDPR Masked Tech Organization: GDPR Masked Tech Street: GDPR Masked GDPR Masked GDPR Masked Tech City: GDPR Masked Tech State/Province: Sofia Tech Postal Code: GDPR Masked Tech Country: BG Tech Phone: +GDPR Masked.GDPR Masked Tech Phone Ext: Tech Fax: +GDPR Masked.GDPR Masked Tech Fax Ext: Tech Email: gdpr-masking@gdpr-masked.com Name Server: ns31.cloudns.net Name Server: ns32.cloudns.net Name Server: ns33.cloudns.net Name Server: ns34.cloudns.net DNSSEC: Unsigned Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
CLOUDWEBAPPSERVICE.COM	Domain Name: CLOUDWEBAPPSERVICE.COM Registry Domain ID: 2351156215_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-03-12T02:16:46Z Creation Date: 2019-01-10T06:59:07Z Registrar Registration Expiration Date: 2020-01-10T06:59:07Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: aji 917 Registrant Organization: Registrant Street: seoul Registrant City: seoul Registrant State/Province: seoul Registrant Postal Code: 01111 Registrant Country: KR Registrant Phone: +82.37282156170

	Registrant Phone Ext: Registrant Fax: Registrant Fax Ext: Registrant Email: tiger199392@daum.net Registry Admin ID: Not Available From Registry URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
CTQUAST.COM	Domain Name: CTQUAST.COM Registry Domain ID: 2388608965_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-07-08T02:19:55Z Creation Date: 2019-05-08T10:55:05Z Registrar Registration Expiration Date: 2020-05-08T10:55:05Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Mas ked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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 Syste m: http://wdprs.internic.net/
DATAVIEWERING.COM	Domain Name: DATAVIEWERING.COM Registry Domain ID: 2366296798_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-05T02:18:29Z Creation Date: 2019-03-05T09:48:29Z Registrar Registration Expiration Date: 2020-03-05T09:48:29Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep

	p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Mas ked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.com Registry Admin ID: Not Available From Registry DNSSEC: Unsigned Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
DAY-POST.COM	Domain Name: DAY-POST.COM Registry Domain ID: 2355017915_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-03-25T02:24:36Z Creation Date: 2019-01-24T01:45:15Z Registrar Registration Expiration Date: 2020-01-24T01:45:15Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Mas ked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.com Registry Admin ID: Not Available From Registry 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/
DIALY-POST.COM	Domain Name: DIALY-POST.COM Registry Domain ID: 2355039478_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-03-26T02:16:33Z Creation Date: 2019-01-24T06:13:15Z Registrar Registration Expiration Date: 2020-01-24T06:13:15Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.com Registry Admin ID: Not Available From Registry Admin Name: GDPR Masked Admin Organization: GDPR Masked Admin Street: GDPR Masked GDPR Masked GDPR Masked Admin City: GDPR Masked Admin State/Province: Sofia Admin Postal Code: GDPR Masked Admin Country: BG Admin Phone: +GDPR Masked.GDPR Masked Admin Phone Ext: Admin Fax: +GDPR Masked.GDPR Masked Admin Fax Ext: Admin Email: gdpr-masking@gdpr-masked.com Registry Tech ID: Not Available From Registry Tech Name: GDPR Masked Tech Organization: GDPR Masked Tech Street: GDPR Masked GDPR Masked GDPR Masked Tech City: GDPR Masked

	Tech State/Province: Sofia Tech Postal Code: GDPR Masked Tech Country: BG Tech Phone: +GDPR Masked.GDPR Masked Tech Phone Ext: Tech Fax: +GDPR Masked.GDPR Masked Tech Fax Ext: Tech Email: gdpr-masking@gdpr-masked.com Name Server: ns31.cloudns.net Name Server: ns32.cloudns.net Name Server: ns33.cloudns.net Name Server: ns34.cloudns.net DNSSEC: Unsigned Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/ >>> Last update of WHOIS database: 2019-12-06T19:40:39Z <<<
DOCUMENTVIEWINGCOM.COM	Domain Name: DOCUMENTVIEWINGCOM.COM Registry Domain ID: 2371156518_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-20T02:18:04Z Creation Date: 2019-03-20T07:29:34Z Registrar Registration Expiration Date: 2020-03-20T07:29:34Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Mas ked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.com Registry Admin ID: Not Available From Registry DNSSEC: Unsigned Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com

	Registrar Abuse Contact Phone: +1.2013775952 URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
DOVVN-MAIL.COM	Domain Name: dovvn-mail.com Registry Domain ID: 2351678418_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-04-26T14:07:21Z Creation Date: 2019-01-12T01:08:20Z Registrar Registration Expiration Date: 2020-01-12T01:08:19Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: Yoichi Shimada Registrant Organization: Personal Registrant Street: 1-1301 Saburomaru Registrant City: Fukui-shi Registrant State/Province: Fukui Registrant Postal Code: 910-0033 Registrant Country: JP Registrant Phone: +81.776281905 Registrant Phone Ext: Registrant Fax: Registrant Fax Ext: Registrant Email: pigcoin2020@hotmail.com Registry Admin ID: Not Available From Registry Name Server: ns4.value-domain.com Name Server: ns5.value-domain.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
DOWN-ERROR.COM	Domain Name: DOWN-ERROR.COM Registry Domain ID: 2364422957_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-04-28T02:17:57Z Creation Date: 2019-02-27T02:08:59Z Registrar Registration Expiration Date: 2020-02-27T02:08:59Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: Seung Hak Hyun Registrant Organization:

	Registrant Street: 30, Mokdongjungangbon-ro 13-gil, Yangcheon-gu, Seoul Registrant City: Seoul-si Registrant State/Province: Seoul Registrant Postal Code: 07954 Registrant Country: KR Registrant Phone: +82.1034070909 Registrant Phone Ext: Registrant Fax: Registrant Fax Ext: Registrant Email: rninchurl@daum.net 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/
DRIVECHECKINGCOM.COM	Domain Name: DRIVECHECKINGCOM.COM Registry Domain ID: 2371156505_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-20T02:18:04Z Creation Date: 2019-03-20T07:29:25Z Registrar Registration Expiration Date: 2020-03-20T07:29:25Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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/
ENCODINGMAIL.COM	Domain Name: ENCODINGMAIL.COM

	Registry Domain ID: 2371156520_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-05-20T02:18:04Z Creation Date: 2019-03-20T07:29:42Z Registrar Registration Expiration Date: 2020-03-20T07:29:42Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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/
FILES-DOWNLOAD.NET	Domain Name: FILES-DOWNLOAD.NET Registry Domain ID: 2333962375_DOMAIN_NET-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-11-18T12:18:49Z Creation Date: 2018-11-18T11:35:37Z Registrar Registration Expiration Date: 2019-11-18T11:35:37Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited Domain Status: clientHold https://icann.org/epp#clientHold Registry Registrant ID: Not Available From Registry Registrant Name: Seung Hak Hyun

	Registrant Organization: Registrant Street: 30, Mokdongjungangbon-ro 13-gil, Yangcheon-gu, Seoul Registrant City: Seoul-si Registrant State/Province: Seoul Registrant Postal Code: 07954 Registrant Country: KR Registrant Phone: +82.1034070909 Registrant Phone Ext: Registrant Fax: Registrant Fax Ext: Registrant Email: rninchurl@daum.net 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/
FILINVESTMENT.COM	Domain Name: FILINVESTMENT.COM Registry Domain ID: 2407516177_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-08-29T02:16:03Z Creation Date: 2019-06-29T08:08:05Z Registrar Registration Expiration Date: 2020-06-29T08:08:05Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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/

FIXCOOL.NET	Domain Name: FIXCOOL.NET Registry Domain ID: 2355017889_DOMAIN_NET-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-03-25T02:24:36Z Creation Date: 2019-01-24T01:45:06Z Registrar Registration Expiration Date: 2020-01-24T01:45:06Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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/
FOLDERSHAREING.COM	Domain Name: FOLDERSHAREING.COM Registry Domain ID: 2364425141_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-04-29T02:17:29Z Creation Date: 2019-02-27T02:32:05Z Registrar Registration Expiration Date: 2020-02-27T02:32:05Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked

	Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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 Syste m: http://wdprs.internic.net/
GOLANGAPIS.COM	Domain Name: GOLANGAPIS.COM Registry Domain ID: 2424454473_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-10-18T02:16:44Z Creation Date: 2019-08-18T13:41:05Z Registrar Registration Expiration Date: 2020-08-18T13:41:05Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Mas ked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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 Syste m: http://wdprs.internic.net/
HANRNAII.NET	Domain Name: HANRNAII.NET Registry Domain ID: 2398449268_DOMAIN_NET-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com

	Updated Date: 2019-08-04T02:16:00Z Creation Date: 2019-06-04T07:06:01Z Registrar Registration Expiration Date: 2020-06-04T07:06:01Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: DongIl Song Registrant Organization: MobileProtect Registrant Street: 25 Seonhwa-ro 20-gil Jillyang-eup Registrant City: Gyeongsan-si Registrant State/Province: Gyeongsangbuk-do Registrant Postal Code: 38492 Registrant Country: KR Registrant Phone: +82.01033988890 Registrant Phone Ext: Registrant Fax: Registrant Fax Ext: Registrant Email: bitcoin024@hanmail.net 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/
LH-LOGINS.COM	Domain Name: lh-logins.com Registry Domain ID: 2373974648_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T21:03:43Z Creation Date: 2019-03-28T02:44:57Z Registrar Registration Expiration Date: 2020-03-28T02:44:59Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: seiji yoshida Registrant Organization: Personal Registrant Street: 4-19-13 Honcho Registrant City: Koganei-shi Registrant State/Province: Tokyo Registrant Postal Code: 184-0004 Registrant Country: JP Registrant Phone: +81.423836587 Registrant Phone Ext:

	Registrant Fax: Registrant Fax Ext: Registrant Email: infornail.noreply@gmail.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
LOGIN-USE.COM	Domain Name: login-use.com Registry Domain ID: 2360933302_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T17:27:19Z Creation Date: 2019-02-15T07:55:51Z Registrar Registration Expiration Date: 2020-02-15T07:55:50Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: naoki yamada Registrant Organization: Personal Registrant Street: 4-32 Nishirokugo Registrant City: Ota-ku Registrant State/Province: Tokyo Registrant Postal Code: 144-0056 Registrant Country: JP Registrant Phone: +81.337396567 Registrant Phone Ext: Registrant Fax: Registrant Fax Ext: Registrant Email: satoshiman0088@gmail.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
MAIL-DOWN.COM	Domain Name: mail-down.com Registry Domain ID: 2372526472_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T20:07:38Z Creation Date: 2019-03-24T08:07:25Z Registrar Registration Expiration Date: 2020-03-24T08:07:25Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: Hideo Suzuki

	Registrant Organization: Personal Registrant Street: 2-1-1 Kasumigaseki Registrant City: Chiyoda-ku Registrant State/Province: Tokyo Registrant Postal Code: 100-8919 Registrant Country: JP Registrant Phone: +81.583291212 Registrant Fax: +81.583291212 Registrant Email: jiahuzong@hotmail.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
MATMIHO.COM	Domain Name: matmiho.com Registry Domain ID: 2351675618_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T17:11:46Z Creation Date: 2019-01-12T00:15:13Z Registrar Registration Expiration Date: 2020-01- 12T00:15:13Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: Yoichi Shimada Registrant Organization: Personal Registrant Street: 1-1301 Saburomaru Registrant City: Fukui-shi Registrant State/Province: Fukui Registrant Postal Code: 910-0033 Registrant Country: JP Registrant Phone: +81.776281905 Registrant Email: pigcoin2020@hotmail.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
MIHOMAT.COM	Domain Name: mihomat.com Registry Domain ID: 2351696124_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com Updated Date: 2019-08-30T20:11:18Z Creation Date: 2019-01-12T06:21:43Z Registrar Registration Expiration Date: 2020-01- 12T06:21:43Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199

	Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: Humitakai Miyazaki Registrant Organization: Personal Registrant Street: 1-29 Nakaikegami Registrant City: Ota-ku Registrant State/Province: Tokyo Registrant Postal Code: 146-0081 Registrant Country: JP Registrant Phone: +81.337532788 Registrant Phone Ext: Registrant Fax: Registrant Fax Ext: Registrant Email: wusongha03@gmail.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
NATWPERSONAL-ONLINE.COM	Domain name: natwpersonal-online.com Registry Domain ID: 2339142224_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.namecheap.com Registrar URL: http://www.namecheap.com Updated Date: 2018-12-02T16:45:07.00Z Creation Date: 2018-12-02T16:45:07.00Z Registrar Registration Expiration Date: 2019-12-02T16:45:07.00Z Registrar: NAMECHEAP INC Registrar IANA ID: 1068 Registrar Abuse Contact Email: abuse@namecheap.com Registrar Abuse Contact Phone: +1.6613102107 Reseller: NAMECHEAP INC Domain Status: clientTransferProhibited https://icann.org/ep p#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: 23f30d8e5ab4439fb15be24a7de1ffb8.prot ect@whoisguard.com DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
NIDLOGIN.COM	Domain Name: NIDLOGIN.COM

	Registry Domain ID: 2383779690_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-06-24T02:17:19Z Creation Date: 2019-04-24T08:00:08Z Registrar Registration Expiration Date: 2020-04-24T08:00:08Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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/
NID-LOGIN.COM	Domain Name: NID-LOGIN.COM Registry Domain ID: 2425705667_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-10-21T02:19:07Z Creation Date: 2019-08-22T01:51:04Z Registrar Registration Expiration Date: 2020-08-22T01:51:04Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Masked Registrant City: GDPR Masked Registrant State/Province: Sofia

	Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.com Registry Admin ID: Not Available From Registry DNSSEC: Unsigned Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
NIDLOGON.COM	Domain Name: NIDLOGON.COM Registry Domain ID: 2408923714_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: www.publicdomainregistry.com Updated Date: 2019-09-01T02:18:08Z Creation Date: 2019-07-03T00:55:07Z Registrar Registration Expiration Date: 2020-07-03T00:55:07Z Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Domain Status: clientTransferProhibited https://icann.org/ep p#clientTransferProhibited Registry Registrant ID: Not Available From Registry Registrant Name: GDPR Masked Registrant Organization: GDPR Masked Registrant Street: GDPR Masked GDPR Masked GDPR Mas ked Registrant City: GDPR Masked Registrant State/Province: Sofia Registrant Postal Code: GDPR Masked Registrant Country: BG Registrant Phone: +GDPR Masked.GDPR Masked Registrant Phone Ext: Registrant Fax: +GDPR Masked.GDPR Masked Registrant Fax Ext: Registrant Email: gdpr-masking@gdpr-masked.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 Syste m: http://wdprs.internic.net/
DROG-SERVICE.COM	Domain Name: drog-service.com Registry Domain ID: 2354166742_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.discount-domain.com Registrar URL: http://www.onamae.com

	Updated Date: 2019-08-22T10:38:00Z Creation Date: 2019-01-21T06:54:11Z Registrar Registration Expiration Date: 2020-01-21T06:54:10Z Registrar: GMO INTERNET, INC. Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: Not Available From Registry Registrant Name: Youichi Takagi Registrant Organization: Tokyo University Registrant Street: 5-42-3 Kamitakada Registrant City: Nakano-ku Registrant State/Province: Tokyo Registrant Postal Code: 164-0002 Registrant Country: JP Registrant Phone: +81.333883756 Registrant Email: okonoki_masao@yahoo.co.jp DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/

.CLUB DOMAINS

Registry
.Club Domains, LLC
100 SE 3rd Ave. Suite 1310
Fort Lauderdale, FL 33394
United States

PIECEVIEW.CLUB	Domain Name: pieceview.club Registry Domain ID: D16836326510B489DBF551C1951961BB4-NSR Registrar WHOIS Server: whois.discount-domain.com Registrar URL: whois.discount-domain.com Updated Date: 2019-08-30T11:13:29Z Creation Date: 2019-06-01T01:45:48Z Registry Expiry Date: 2020-06-01T01:45:48Z Registrar: GMO Internet, Inc. d/b/a Onamae.com Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: Domain Status: clientHold https://icann.org/epp#clientHold Registrant Organization: Personal Registrant State/Province: Kumamoto Registrant Country: JP Registrant Email: Please query the RDDS service of the Registrar of Record identified in this output for information on ho

	w to contact the Registrant, Admin, or Tech contact of the qu eried domain name. DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form: https://www.icann.org/wicf/

.INFO, .MOBI DOMAINS

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

MAI1.INFO	Domain Name: MAI1.INFO Registry Domain ID: D503300000533250566-LRMS Registrar WHOIS Server: Registrar URL: www.onamae.com Updated Date: 2019-08-30T11:13:25Z Creation Date: 2019-01-31T01:36:44Z Registry Expiry Date: 2020-01-31T01:36:44Z Registrar Registration Expiration Date: Registrar: GMO Internet, Inc. d/b/a Onamae.com Registrar IANA ID: 49 Registrar Abuse Contact Email: abuse@gmo.jp Registrar Abuse Contact Phone: +81.337709199 Reseller: Domain Status: ok https://icann.org/epp#ok Registrant Organization: Personal Registrant State/Province: Tokyo Registrant Country: JP Name Server: NS4.VALUE-DOMAIN.COM Name Server: NS5.VALUE-DOMAIN.COM DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form is https://www.icann.org/wicf/ The Registrar of Record identified in this output may have an RDDS service that can be queried for additional information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.
COM-SERVICEROUND.INFO	Domain Name: COM-SERVICEROUND.INFO Registry Domain ID: D503300001182076279-LRMS Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: http://publicdomainregistry.com/whois Updated Date: 2019-11-08T03:24:08Z Creation Date: 2019-10-24T00:42:07Z Registry Expiry Date: 2020-10-24T00:42:07Z Registrar Registration Expiration Date:

	Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 Reseller: Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: serverTransferProhibited https://icann.org/epp#serverTransferProhibited Registrant Organization: GDPR Masked Registrant State/Province: GDPR Masked Registrant Country: US Name Server: NS1.VERIFICATION-HOLD.SUSPENDED-DOMAIN.COM Name Server: NS2.VERIFICATION-HOLD.SUSPENDED-DOMAIN.COM DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form is https://www.icann.org/wicf/ The Registrar of Record identified in this output may have an RDDS service that can be queried for additional information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.
REVIEWER.MOBI	Domain Name: REVIEWER.MOBI Registry Domain ID: D503300001182151603-LRMS Registrar WHOIS Server: whois.publicdomainregistry.com Registrar URL: http://publicdomainregistry.com/whois Updated Date: 2019-12-03T23:47:23Z Creation Date: 2019-11-01T08:32:15Z Registry Expiry Date: 2020-11-01T08:32:15Z Registrar Registration Expiration Date: Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com Registrar IANA ID: 303 Registrar Abuse Contact Email: abuse-contact@publicdomainregistry.com Registrar Abuse Contact Phone: +1.2013775952 Reseller: Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited Domain Status: serverHold https://icann.org/epp#serverHold Domain Status: serverTransferProhibited https://icann.org/epp#serverTransferProhibited Registrant Organization: GDPR Masked Registrant State/Province: GDPR Masked Registrant Country: US Name Server: NS31.CLOUDNS.NET Name Server: NS32.CLOUDNS.NET Name Server: NS33.CLOUDNS.NET

	Name Server: NS34.CLOUDNS.NET DNSSEC: unsigned URL of the ICANN Whois Inaccuracy Complaint Form is https://www.icann.org/wicf/ The Registrar of Record identified in this output may have an RDDS service that can be queried for additional information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.

EXHIBIT 11

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: 1:20cv502 **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 by teleconference 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 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/
Liam O'Grady
United States District Judge
UNITED STATES DISTRICT JUDGE

/s/
Liam O'Grady
United States District Judge

APPENDIX A

.COM DOMAINS

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

SOPHOSFIREWALLUPDATE.COM	Domain Name: sophosfirewallupdate.com Registry Domain ID: 2507933309_DOMAIN_COM-VRSN Registrar WHOIS Server: whois.godaddy.com Registrar URL: http://www.godaddy.com Updated Date: 2020-03-27T09:14:11Z Creation Date: 2020-03-27T09:14:10Z Registrar Registration Expiration Date: 2022-03-27T09:14:10Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited Registry Registrant ID: Not Available From Registry Registrant Name: Registration Private Registrant Organization: Domains By Proxy, LLC Registrant Street: DomainsByProxy.com Registrant Street: 14455 N. Hayden Road Registrant City: Scottsdale Registrant State/Province: Arizona Registrant Postal Code: 85260 Registrant Country: US Registrant Phone: +1.4806242599 Registrant Phone Ext: Registrant Fax: +1.4806242598 Registrant Fax Ext: Registrant Email: sophosfirewallupdate.com@domainsbyproxy.com Registry Admin ID: Not Available From Registry Admin Name: Registration Private

	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 <<<
SOPHOSENTERPRISECENTER.COM	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

	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 Name Server: NS57.DOMAINCONTROL.COM Name Server: NS58.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting Syste m: http://wdprs.internic.net/
SOPHOSPRODUCTUPDATE.COM	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.or 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: sophosproductupdate.com@domainsbypro xy.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: 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 <<
FILEDOWNLOADERSERVERS.COM	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

	Registry Registrant ID: Not Available From Registry Registrant Name: Registration Private Registrant Organization: Domains By Proxy, LLC Registrant Street: DomainsByProxy.com Registrant Street: 14455 N. Hayden Road Registrant City: Scottsdale Registrant State/Province: Arizona Registrant Postal Code: 85260 Registrant Country: US Registrant Phone: +1.4806242599 Registrant Phone Ext: Registrant Fax: +1.4806242598 Registrant Fax Ext: Registrant Email: filedownloaderservers.com@domainsbyproxy.com Registry Admin ID: Not Available From Registry Admin Name: Registration Private Admin Organization: Domains By Proxy, LLC Admin Street: DomainsByProxy.com Admin Street: 14455 N. Hayden Road Admin City: Scottsdale Admin State/Province: Arizona Admin Postal Code: 85260 Admin Country: US Admin Phone: +1.4806242599 Admin Phone Ext: Admin Fax: +1.4806242598 Admin Fax Ext: Admin Email: filedownloaderservers.com@domainsbyproxy.com 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.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/

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

	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-B1A.COM	Domain Name: xn--rflexion-b1a.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-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 <<<
RÉFLEXION.COM	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

	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	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:

	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

	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/
UPDATEFILESERVERCROSS.COM	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

	Registrar Registration Expiration Date: 2022-01-06T13:45:34Z Registrar: GoDaddy.com, LLC Registrar IANA ID: 146 Registrar Abuse Contact Email: abuse@godaddy.com Registrar Abuse Contact Phone: +1.4806242505 Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited Registry Registrant ID: Not Available From Registry Registrant Name: Registration Private Registrant Organization: Domains By Proxy, LLC Registrant Street: DomainsByProxy.com Registrant Street: 14455 N. Hayden Road Registrant City: Scottsdale Registrant State/Province: Arizona Registrant Postal Code: 85260 Registrant Country: US Registrant Phone: +1.4806242599 Registrant Phone Ext: Registrant Fax: +1.4806242598 Registrant Fax Ext: Registrant Email: updatefileservercross.com@domainsbyproxy.com Registry Admin ID: Not Available From Registry Admin Name: Registration Private Admin Organization: Domains By Proxy, LLC Admin Street: DomainsByProxy.com Admin Street: 14455 N. Hayden Road Admin City: Scottsdale Admin State/Province: Arizona Admin Postal Code: 85260 Admin Country: US Admin Phone: +1.4806242599 Admin Phone Ext: Admin Fax: +1.4806242598 Admin Fax Ext: Admin Email: updatefileservercross.com@domainsbyproxy.com 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: updatefileservercross.com@domainsbyproxy.com Name Server: NS43.DOMAINCONTROL.COM Name Server: NS44.DOMAINCONTROL.COM DNSSEC: unsigned URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/

.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: D42550000049999351-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

	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 <<<