

# **EXHIBIT 1**

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## Resources

### ▼ About [ICANN](#)

[Academic Engagement](#)[Acronyms and Terms](#)[Courses and Learning](#)[ICANN for Beginners](#)

### ▼ Participate

[What](#)[ICANN Does](#)[Effect on the Internet](#)[What's Going On Now](#)[How to Participate](#)

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

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

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

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

### What is the domain name system?

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



Fellowship Program DNS uses letters rather than numbers, and then links a precise series of letters with a precise series of numbers.

NextGen@ICANN Program 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.

President's Corner

ICANN Management Organization Chart

Staff

Careers

▶ In Focus

▶ Media Resources

Board Activities and Meetings

▶ Accountability

▶ Governance

▶ Groups

Business

Civil Society

▶ Complaints Office

Domain Name System Abuse

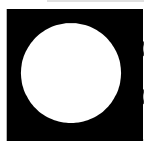
A domain name itself comprises two elements: before and after "the dot". The part to the right of the dot, such as "com", "net", "org" and so on, is known as a "top-level domain" or TLD. One company in each case (called a registry), is in charge of all domains ending with that particular TLD and has 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.



Contracted Parties (Registry Operators and Accredited Registrars)

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?

► Domain Name Registrants

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.

GDS Metrics

Identifier Systems Security, Stability and Resiliency (OCTO-SSR)

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.

► ccTLDs

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.

► Internationalized Domain Names

What is ICANN's role?

New gTLD Program

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.

► Universal Acceptance Initiative

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.

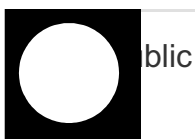
► Policy

Operational Design Phase (ODP)

How is ICANN structured?

Implementation

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:

Comment	<ul style="list-style-type: none"> <li>• The organisations that deal with <u>IP</u> addresses</li> </ul>
<u>Root Zone KSK Rollover</u>	<ul style="list-style-type: none"> <li>• The organisations that deal with domain names</li> <li>• The managers of country code top-level domains (a special exception as explained at the bottom).</li> </ul>
▶ Technical Functions	Then there are four "advisory committees" that provide <u>ICANN</u> with advice and recommendations. These represent:
▶ <u>ICANN Locations</u>	<ul style="list-style-type: none"> <li>• Governments and international treaty organisations</li> <li>• Root server operators</li> <li>• Those concerned with the Internet's security</li> <li>• The "at large" community, meaning average Internet users.</li> </ul>
▶ I Need Help	

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

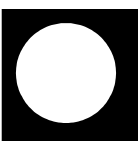
ICANN's final decisions are made by a Board of Directors. The Board is made up of 20 members: 16 of which are Board members and four of which are non-voting liaisons. The majority of the voting members (eight of them) are chosen by an independent Nominating Committee and the remainder are nominated members 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.

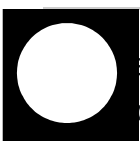
Externally, ICANN is an organisation incorporated under the law of the State of California in the United States. That means ICANN must abide by the laws of the United States and can be called to account by the judicial system i.e. ICANN can be taken to court.

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".



YouTube



Twitter



LinkedIn



Flickr



Facebook



Newsletters



Community Wiki



ICANN Blog

## WHO WE ARE

ICANN For Beginners  
 ICANN Learn  
 Participate  
 Groups  
 Board Members  
 CEO Corner  
 Staff  
 Careers  
 Public Responsibility

## CONTACT US

Locations  
 Report Security Issues  
 Certificate Authority  
 Registry Liaison  
 Ombuds  
 Complaints Office  
 Media Resources

## ACCOUNTABILITY AND GOVERNANCE TRANSPARENCY

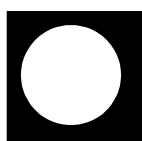
Accountability Mechanisms  
 Document Disclosure  
 Independent Review Process  
 Request for Reconsideration  
 Empowered Community  
 Employee Anonymous Hotline Policy and Procedures

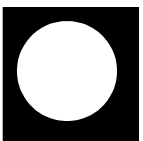
Governance Documents  
 Agreements  
 Organizational Reviews  
 Specific Reviews  
 Annual Report  
 Financials  
 Planning  
 RFPs  
 Litigation  
 Correspondence

I Need Help  
 Dispute Resolution  
 Domain Name Dispute Resolution  
 Name Collision  
 ICANN Lookup  
 Registration Data Request Service (RDRS)

## DATA PROTECTION

Data Privacy Practices  
 Privacy Policy  
 Terms of Service  
 Cookies Policy





# **EXHIBIT 2**

## **2013 Registrar Accreditation Agreement**

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



## Registrar Accreditation Agreement

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

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

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

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

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

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

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

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

1.7 “Control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a 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 “RDDS Accuracy Program Specification” means the RDDS Accuracy Program Specification attached hereto, as updated from time to time in accordance with this Agreement.

1.16 “RDDS Specification” means the Registration Data Directory Services Specification attached hereto, as updated from time to time in accordance with this Agreement.

1.17 “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).

1.18 “Registered Name Holder” means the holder of a Registered Name.

1.19 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.

1.20 “Registrar Approval” means the receipt of either of the following approvals:

1.20.1 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

1.20.2 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.

1.21 “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.

1.22 “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.

1.23 “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 RDDS queries, for some or all of those names.

1.24 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.

1.25 “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.

1.26 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 Registrar and the Registered Name Holder.

1.27 “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.

1.28 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.

1.29 “Specifications and/or Policies” include Consensus Policies, Specifications (such as the RDDS 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.

1.30 “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.

1.31 “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.

1.32 “WHOIS Accuracy Program Specification” refers to the RDDS Accuracy Program Specification and is included in this Section 1 for purposes of external documents linking to this Agreement using this definition.

1.33 “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 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 RDAP Directory Service (as defined in the RDDS Specification) (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 RDDS search functionality across all registrars. If the RDDS service implemented by registrars does not in a reasonable time provide reasonably robust, reliable, and convenient access to accurate and up-to-date data, 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 RDDS database for the purpose of providing comprehensive Registrar RDDS 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 RDDS Specification.

3.3.9 Until the WHOIS Services Sunset Date (as defined in the RDDS Specification), Registrar shall, at its expense, provide web-based WHOIS 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 or a Temporary Policy, such data shall consist of at least the elements described in Subsection 3.3.1.1 through 3.3.1.8 as contained in Registrar's database and in the format set forth in Subsection 1.4 of the RDDS 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 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 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 RDDS 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 RDDS contact information for the registrant will be removed, and the RDDS 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 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 Registrar, provided that Registrar may be the Registered Name Holder for domains registered for the purpose of conducting its Registrar Services, in which case 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 RDDS Accuracy Program Specification. In addition, notwithstanding anything in the RDDS 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 (<https://www.icann.org/consensus-policies>), 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 ICANN Registration data lookup tool (<https://lookup.icann.org>).

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: <https://www.icann.org/resources/pages/benefits-2013-09-16-en>). 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 DNS Abuse and Illegal Activity. Registrar shall publish an email address or webform to receive such reports on, or conspicuously and readily accessible from, the home page of Registrar's website (or in another standardized place that may be designated by ICANN from time to time). Upon receipt of such reports, Registrar shall provide the reporter with confirmation that it has received the report. Registrar shall take reasonable and prompt steps to investigate and respond appropriately to any reports of abuse. For the purposes of this Agreement, "DNS Abuse" means malware, botnets, phishing, pharming, and spam (when spam serves as a delivery mechanism for the other forms of DNS Abuse listed in this Section) as those terms are defined in Section 2.1 of SAC115 (<<https://www.icann.org/en/system/files/files/sac-115en.pdf>>).

3.18.2 When Registrar has actionable evidence that a Registered Name sponsored by Registrar is being used for DNS Abuse, Registrar must promptly take the appropriate mitigation action(s) that are reasonably necessary to stop, or otherwise disrupt, the Registered Name from being used for DNS Abuse. Action(s) may vary depending on the circumstances, taking into account the cause and severity of the harm from the DNS Abuse and the possibility of associated collateral damage.

3.18.3 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 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.

3.18.4 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 <https://www.icann.org/consensus-policies>, 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 registration data; 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 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 through 5.5.6 above only upon fifteen (15) days written notice to Registrar (in the case of Subsection 5.5.4 occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.8 to determine the appropriateness of termination under this Agreement. This Agreement may be terminated immediately upon notice to Registrar in circumstances described in Subsections 5.5.7 and 5.5.8.

5.7 Suspension.

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

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

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

5.7.4 If Registrar acts in a manner that ICANN reasonably determines endangers the stability or operational integrity of the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five (5) working days pending ICANN's application for more extended specific performance or injunctive relief under Subsection 7.1. Suspension of the Agreement under this Subsection may, at ICANN's sole discretion, preclude 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 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 Registrar upon 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 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 be deemed the Amendment Effective Date hereunder), unless, within a period of sixty (60) calendar days following the date that the Working Group notifies the ICANN Board of Directors of Registrar Approval of such Alternative Amendment (during which time ICANN shall engage with the Working Group with respect to the Alternative Amendment), the ICANN Board of Directors by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy, rejects the Alternative Amendment. If (A) the Alternative Amendment does not receive Registrar Approval within thirty (30) days of submission of such Alternative Amendment to the Applicable Registrars (and the Working Group shall notify ICANN of the date of such submission), or (B) the ICANN Board of Directors rejects the Alternative Amendment by such two-thirds vote, the Board Amendment (and not the Alternative Amendment) shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice to Registrar (which effective date shall be deemed the Amendment Effective Date hereunder). If the ICANN Board of Directors rejects an Alternative Amendment, the board shall publish a written rationale setting forth its analysis of the criteria set forth in Sections 6.6.1 through 6.6.3. The ability of the ICANN Board of Directors to reject an Alternative Amendment hereunder does not relieve the Board of the obligation to ensure that any Board Amendment meets the criteria set forth in Section 6.5.1 through 6.5.5.

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

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

6.8.1 Each Exemption Request will set forth the basis for such request and provide detailed support for an exemption from the Approved Amendment. An Exemption

Request may also include a detailed description and support for any alternatives to, or a variation of, the Approved Amendment proposed by such Registrar.

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 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 a three (3) person arbitrator panel. Each party may modify its 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,

RDDS Accuracy Program Specification, Registration Data Directory Services (RDDS) 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 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 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:

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

With a required copy to: General Counsel  
Email: (As specified from time to time)

If to Registrar, addressed to:

[Registrar Name]  
[Courier Address]  
[Mailing Address]  
Attention: [contact person]  
Registrar Website URL: [URL]  
Telephone: [telephone 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.

\* \* \* \* \*

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: \_\_\_\_\_

## RDDS 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 RDDS 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 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 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 RDDS 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 Section 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 contact details as described in Subsection 3.7.7.1 of the Registrar Accreditation Agreement, 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 the 2013 Registrar Accreditation 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.

# REGISTRATION DATA DIRECTORY SERVICES (RDDS) SPECIFICATION

## 1. Registration Data Directory Services.

### 1.1. Definitions.

- 1.1.1. **“Registration Data Access Protocol”** or **“RDAP”** is an Internet protocol that provides “RESTful” web services to retrieve registration metadata from Domain Name Registries and Regional Internet Registries.
- 1.1.2. **“RDAP Directory Services”** or **“RDAP-RDDS”** refers to a Registration Data Directory Service using the RDAP described in RFC 7481, RFC 7482, RFC 8521, RFC 9082 and RFC 9083, and its successor standards.
- 1.1.3. **“WHOIS-RDDS”** and **“WHOIS Data Directory Services”** refers to a Registration Data Directory Service using the RDAP described in STD 95 (<https://www.rfc-editor.org/refs/ref-std95.txt>), and its successor standards.
- 1.1.4. **“Registration Data Directory Services”** or **“RDDS”** refers to the collective of WHOIS Data Directory Services and RDAP Directory Services.
- 1.1.5. **“RDAP Ramp-Up Period”** means the period that ends 3 February 2024.
- 1.1.6. **“WHOIS Services Sunset Date”** means the date that is 360 days after the expiration of the RDAP Ramp-Up Period, provided that ICANN and the Registrar Stakeholder Group in the RAA may mutually agree to postpone the WHOIS Services Sunset Date. If either the Chief Executive Officer of ICANN (“CEO”) or the Chairperson of the Registrar Stakeholder Group (“Chair”) desires to discuss postponing the WHOIS Services Sunset Date, the CEO or Chair, as applicable, shall provide written notice to the other person, which shall set forth in reasonable detail the proposed postponement.

### 1.2. RDAP Directory Services

- 1.2.1. Registrar shall implement the most recent version of the RDAP Technical Implementation Guide and RDAP Response Profile posted at <https://icann.org/gtld-rdap-profile>. Registrar will implement new versions of the RDAP Technical Implementation Guide and RDAP Response Profile no later than one hundred eighty (180) calendar days after notification from ICANN.
- 1.2.2. Registrar shall provide lookup query support for:
  - 1.2.2.1. domain information as described in the section “Domain Path Segment Specification” of RFC 9082; and
  - 1.2.2.2. help information as described in the section “Help Path Segment Specification” of RFC 9082.

- 1.2.3. ICANN reserves the right to specify alternative formats and protocols approved as “Internet Standards” (as opposed to Informational or Experimental standards) through the applicable IETF processes with respect to registration data. Upon such specification, ICANN shall: (a) work collaboratively with gTLD registries and ICANN-accredited registrars to define all operational requirements necessary to implement the applicable standard; and (b) if applicable, initiate negotiations to define all reporting requirements (if any), and reasonable service level requirements commensurate with similarly situated services.

### 1.3. WHOIS Data Directory Services

- 1.3.1. Until the WHOIS Services Sunset Date, Registrar will operate a WHOIS service in accordance with Subsection 3.3.9 of the Registrar Accreditation Agreement.
- 1.3.2. The format of responses shall follow a semi-free text format outlined below, followed by a blank line and a legal disclaimer specifying the rights of Registrar, and of the user querying the database.
- 1.3.3. 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.
- 1.3.4. 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.
- 1.3.5. Subject to the Interim Registration Data Policy for gTLDs as adopted by the ICANN Board in May 2019 and any other applicable Consensus and Temporary Policies, the fields specified in Subsection 1.4 below set forth the minimum output requirements.

### 1.4. Domain Name Data:

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

1.4.1.2. **Response format:**

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

Domain Name: EXAMPLE.TLD

Registry Domain ID: D1234567-TLD  
Registrar WHOIS Server: whois.example-registrar.tld  
Registrar URL: http://www.example-registrar.tld  
Updated Date: 2009-05-29T20:13:00Z  
Creation Date: 2000-10-08T00:45:00Z  
Registrar Registration Expiration Date: 2010-10-08T00:44:59Z  
Registrar: EXAMPLE REGISTRAR LLC  
Registrar IANA ID: 5555555  
Registrar Abuse Contact Email: email@registrar.tld  
Registrar Abuse Contact Phone: +1.1235551234  
Reseller: EXAMPLE RESELLER<sup>1</sup>  
Domain Status: clientDeleteProhibited<sup>2</sup> https://icann.org/epp#clientDeleteProhibited  
Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited  
Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited  
Registry Registrant ID: 5372808-ERL<sup>3</sup>  
Registrant Name: EXAMPLE REGISTRANT<sup>4</sup>  
Registrant Organization: EXAMPLE ORGANIZATION  
Registrant Street: 123 EXAMPLE STREET  
Registrant City: ANYTOWN  
Registrant State/Province: AP<sup>5</sup>  
Registrant Postal Code: A1A1A1<sup>6</sup>  
Registrant Country: AA  
Registrant Phone: +1.5555551212  
Registrant Phone Ext: 1234<sup>7</sup>  
Registrant Fax: +1.5555551213  
Registrant Fax Ext: 4321  
Registrant Email: EMAIL@EXAMPLE.TLD  
Registry Admin ID: 5372809-ERL<sup>8</sup>  
Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE  
Admin Organization: EXAMPLE REGISTRANT ORGANIZATION  
Admin Street: 123 EXAMPLE STREET  
Admin City: ANYTOWN  
Admin State/Province: AP  
Admin Postal Code: A1A1A1  
Admin Country: AA  
Admin Phone: +1.5555551212  
Admin Phone Ext: 1234  
Admin Fax: +1.5555551213  
Admin Fax Ext: 1234  
Admin Email: EMAIL@EXAMPLE.TLD  
Registry Tech ID: 5372811-ERL<sup>9</sup>  
Tech Name: EXAMPLE REGISTRANT TECHNICAL  
Tech Organization: EXAMPLE REGISTRANT LLC  
Tech Street: 123 EXAMPLE STREET  
Tech City: ANYTOWN  
Tech State/Province: AP  
Tech Postal Code: A1A1A1  
Tech Country: AA  
Tech Phone: +1.1235551234  
Tech Phone Ext: 1234  
Tech Fax: +1.5555551213  
Tech Fax Ext: 93  
Tech Email: EMAIL@EXAMPLE.TLD  
Name Server: NS01.EXAMPLE-REGISTRAR.TLD<sup>10</sup>

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

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

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

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

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

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

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

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

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

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

Name Server: NS02.EXAMPLE-REGISTRAR.TLD  
DNSSEC: signedDelegation  
DNSSEC: unsigned  
URL of the ICANN Whois Inaccuracy Complaint Form: <https://www.icann.org/wicf/>  
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

- 1.4.2. 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 (the extension will be provided as a separate field as shown above), email addresses, date and times must conform to the mappings specified in EPP RFCs 5730-5734 so that the display of this information (or values returned in WHOIS responses) can be uniformly processed and understood.

**1.5. WHOIS Data Directory Services after the WHOIS Services Sunset Date.** If Registrar continues to offer WHOIS Data Directory Services after the WHOIS Services Sunset Date, then Registrar shall comply with the following:

- 1.5.1. If Registrar continues to offer a WHOIS Data Directory Service available via port 43, Registrar shall do so in accordance with RFC 3912.
- 1.5.2. Personal Data included in registration data must be redacted in accordance with ICANN Consensus Policies and Temporary Policies;
- 1.5.3. Registrar must adhere to the requirements related to additional fields of the Consistent Labeling and Display Consensus Policy if they choose to add data fields.
- 1.5.4. If Registrar provides less registration data in WHOIS Data Directory Services than that available in the RDAP Directory Services, Registrar must add the following disclaimer in the WHOIS Data Directory Services output footer: "The registration data available in this service is limited. Additional data may be available at <https://lookup.icann.org/>."
- 1.5.5. After the WHOIS Services Sunset Date, in the event of a conflict between the WHOIS Data Directory Service requirements and the requirements of Consensus Policies or any Temporary Policy effective after the WHOIS Services Sunset Date, the Consensus Policies or Temporary Policy shall control, but only with respect to subject matter in conflict.
- 1.5.6. Until such time that updates are made and effective for Consensus Policies and procedures pursuant to the Phase 1 GNSO Consensus Policy recommendations of the Expedited Policy Development Process on the Temporary Specification for gTLD Registration Data, adopted by the ICANN Board in May 2019, as of the WHOIS Services Sunset Date, the following terms in such policies will be interpreted as follows:

1.5.6.1. “WHOIS”, “Whois”, “Whois service”, “Publicly accessible WHOIS”, and variations thereof shall be interpreted to refer to RDDS as defined in this Specification.

1.5.6.2. “Whois data”, “WHOIS information”, “Whois contact information”, “Whois query data”, “WHOIS output”, “Whois entry”, and variations thereof shall be interpreted to refer to registration data as referenced in this Specification.

**1.6. Cooperation with Transition Studies.** If ICANN initiates or commissions a study on the transition of WHOIS Data Directory Services to RDAP Data Directory Services, Registrar shall reasonably cooperate with such study, including by delivering to ICANN or its designee conducting such study, both quantitative and qualitative data related to its experience with its transition from WHOIS Data Directory Services to RDAP Data Directory Services. If the data request is beyond what the Registrar collects in the ordinary course of its operations and beyond the data that Registrar is required to collect and provide to ICANN pursuant to this Agreement, Registrar should voluntarily cooperate to provide the requested information or provide an explanation to ICANN why the Registrar is not able to provide the requested information. The terms of this section do not require Registrar to provide data to ICANN that is beyond what Registrar is obligated to provide ICANN pursuant to other sections of this Agreement. Any data delivered to ICANN or its designee pursuant to this Specification that is appropriately marked as confidential shall be treated as confidential information of Registrar, provided that, if ICANN or its designee aggregates and makes anonymous such data, ICANN or its designee may disclose such data to any third party. Following completion of the transition study for which Registrar has provided data, ICANN will destroy all data provided by Registrar that has not been aggregated and made anonymous.

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

### 2.1. Definitions

- 2.1.1. **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.
- 2.1.2. **Probes.** Network hosts used to perform tests (see below) that are located at various global locations.
- 2.1.3. **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.
- 2.1.4. **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

2.2.1. Registrar shall meet or exceed each of the following SLRs related to the RDAP-RDDS\* services:

	Parameter	SLR (monthly basis)
<b>RDAP-RDDS*</b>	RDAP availability	≤ 864 min of downtime (≈ 98%)
	RDAP query RTT	≤ 4000 ms, for at least 95% of the queries
	RDAP update time	≤ 60 min, for at least 95% of the probes

\* These SLRs for RDAP-RDDS are not mandatory until the expiration of the RDAP Ramp-Up Period.

2.2.2. Registrar is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLR measurement purposes.

2.2.3. Until the WHOIS Services Sunset Date, Registrar shall meet or exceed each of the following SLRs related to the WHOIS Data Directory Services:

	Parameter	SLR (monthly basis)
<b>WHOIS-RDDS</b>	WHOIS-RDDS availability	≤ 864 min of downtime (≈ 98%)
	WHOIS-RDDS query RTT	≤ 4000 ms, for at least 95% of the queries
	WHOIS-RDDS update time	≤ 60 min, for at least 95% of the probes

### 2.2.4. RDDES

#### 2.2.4.1. RDAP-RDDS

2.2.4.1.1. **RDAP Availability.** Refers to the ability of the RDAP-RDDS service for Registrar to respond to queries from an Internet user with appropriate data from the relevant registrar system. If 51% or more of the RDAP testing Probes see the RDAP-RDDS service as

unavailable during a given time, the RDAP-RDDS service will be considered unavailable.

- 2.2.4.1.2. **RDAP-query RTT.** Refers to the RTT of the sequence of packets from the start of an RDAP-RDDS testing probe's TCP connection to its end, including the reception of the HTTPS response for only one HTTPS request. If the RTT is 5 times or more the corresponding SLR/performance specifications, the RTT will be considered undefined.
  - 2.2.4.1.3. **RDAP 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 at least 51% of the RDAP-RDDS testing Probes detect the changes made.
  - 2.2.4.1.4. **RDAP test.** Means one query sent to a particular IP address of one of the servers of the RDAP-RDDS service. 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 RDAP test are: a number in milliseconds corresponding to the RDAP-query RTT or unanswered.
  - 2.2.4.1.5. **Measuring RDAP parameters.** Every 5 minutes, RDAP-RDDS probes will select one IP address from all the public-DNS registered "IP addresses" of the servers of the RDAP-RDDS service of Registrar being monitored and make an "RDAP test". If an RDAP test result is unanswered, the corresponding RDAP-RDDS service will be considered as unavailable from that Probe until it is time to make a new test.
  - 2.2.4.1.6. **Collating the results from RDAP-RDDS Probes.** The minimum number of verifiably working RDAP-RDDS 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.
  - 2.2.4.1.7. **Placement of RDAP-RDDS Probes.** ICANN will use commercially reasonable efforts to deploy probes for measuring RDAP parameters in data centers with carrier grade connectivity in each of the ICANN geographic regions.
- 2.2.4.2. **WHOIS-RDDS.** Until the WHOIS Services Sunset Date, Registrar shall comply with the provisions of this Subsection 2.2.4.2.

- 2.2.4.2.1. **WHOIS-RDDS availability.** Refers to the ability of all the WHOIS-RDDS services for Registrar to respond to queries from an Internet user with appropriate data from the relevant registrar system. If 51% or more of the WHOIS-RDDS testing probes see any of the WHOIS-RDDS services as unavailable during a given time, the WHOIS-RDDS will be considered unavailable.
- 2.2.4.2.2. **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.
- 2.2.4.2.3. **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 .
- 2.2.4.2.4. **WHOIS-RDDS query RTT.** Refers to the collective of “**WHOIS query RTT**” and “**Web-based- WHOIS query RTT**”.
- 2.2.4.2.5. **WHOIS-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 WHOIS-RDDS services reflect the changes made.
- 2.2.4.2.6. **WHOIS-RDDS test.** Means one query sent to a particular “**IP address**” of one of the servers of one of the WHOIS-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 WHOIS-RDDS test are: a number in milliseconds corresponding to the **RTT** or unanswered.
- 2.2.4.2.7. **Measuring WHOIS-RDDS parameters.** Every 5 minutes, WHOIS-RDDS probes will select one IP address from all the public-DNS registered “**IP addresses**” of the servers for each WHOIS-RDDS service of Registrar being monitored and make an “**WHOIS-RDDS test**” to each one. If an “**WHOIS-RDDS test**” result is unanswered, the corresponding WHOIS-RDDS service will be considered as unavailable from that probe until it is time to make a new test.

- 2.2.4.2.8. **Collating the results from WHOIS-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.
- 2.2.4.2.9. **Placement of WHOIS-RDDS probes.** ICANN will use commercially reasonable efforts to deploy probes for measuring WHOIS-RDDS parameters in data centers with carrier grade connectivity in each of the ICANN geographic regions.

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

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

## CONSENSUS POLICIES AND TEMPORARY POLICIES SPECIFICATION

### 1. Consensus Policies.

1.1. “*Consensus Policies*” are those policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 1.2 of this document. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with the process set forth therein.

1.2. Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including registrars. Consensus Policies shall relate to one or more of the following:

- 1.2.1. issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet, Registrar Services, Registry Services, or the Domain Name System (“DNS”);
- 1.2.2. functional and performance specifications for the provision of Registrar Services;
- 1.2.3. registrar policies reasonably necessary to implement Consensus Policies relating to a gTLD registry;
- 1.2.4. resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names, but including where such policies take into account use of the domain names); or
- 1.2.5. restrictions on cross-ownership of registry operators and registrars or Resellers and regulations and restrictions with respect to registrar and registry operations and the use of registry and registrar data in the event that a registry operator and a registrar or Reseller are affiliated.

1.3. Such categories of issues referred to in Section 1.2 shall include, without limitation:

- 1.3.1. principles for allocation of registered names in a TLD (e.g., first-come/first-served, timely renewal, holding period after expiration);
- 1.3.2. prohibitions on warehousing of or speculation in domain names by registries or registrars;
- 1.3.3. reservation of registered names in a TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (i) avoidance of confusion among or misleading of users, (ii) intellectual property, or (iii) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);
- 1.3.4. maintenance of and access to accurate and up-to-date information concerning Registered Names and name servers;

- 1.3.5. procedures to avoid disruptions of domain name registrations due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility among continuing registrars of the Registered Names sponsored in a TLD by a registrar losing accreditation; and
  - 1.3.6. the transfer of registration data upon a change in registrar sponsoring one or more Registered Names.
- 1.4. In addition to the other limitations on Consensus Policies, they shall not:
- 1.4.1. prescribe or limit the price of Registrar Services;
  - 1.4.2. modify the limitations on Temporary Policies (defined below) or Consensus Policies;
  - 1.4.3. modify the provisions in the Registrar Accreditation Agreement regarding terms or conditions for the renewal, termination or amendment of the Registrar Accreditation Agreement or fees paid by Registrar to ICANN; or
  - 1.4.4. modify ICANN's obligations to not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and to not single out Registrar for disparate treatment unless justified by substantial and reasonable cause, and exercise its responsibilities in an open and transparent manner.
2. **Temporary Policies.** Registrar shall comply with and implement all specifications or policies established by the ICANN Board of Directors (the "**Board**") on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of Registrar Services, Registry Services or the DNS or the Internet ("**Temporary Policies**").
- 2.1. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Policy, the Board shall state the period of time for which the Temporary Policy is adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws.
    - 2.1.1. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Policy and why the Board believes such Temporary Policy should receive the consensus support of Internet stakeholders.
    - 2.1.2. If the period of time for which the Temporary Policy is adopted exceeds 90 days, the Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such Temporary Policy in effect until such time as it becomes a Consensus Policy. If the one year period expires or, if during such one year period, the Temporary Policy does not

become a Consensus Policy and is not reaffirmed by the Board, Registrar shall no longer be required to comply with or implement such Temporary Policy.

3. **Notice and Conflicts.** Registrar shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Policy in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registrar Services and Consensus Policies or any Temporary Policy, the Consensus Policies or Temporary Policy shall control, but only with respect to subject matter in conflict. For the avoidance of doubt, Consensus Policies that meet the requirements of this Specification may supplement or supersede provisions of the agreements between Registrar and ICANN, but only to the extent that such Consensus Policies relate to the matters set forth in Section 1.2 and 1.3 of this Specification.

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

Until the date ICANN 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. 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 Directory Service (RDDS) 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 Directory Service (RDDS) 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 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 Registrar, 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 Directory Service (RDDS) 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. Data elements in any RDDS service notwithstanding if the data is redacted in the free public available RDDS response;
    - 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 Registrar to process the Registration transaction, or a transaction number provided by a third party payment processor;
    - 1.2.2. Log files, billing records and, to the extent collection and maintenance of such records is commercially practicable or consistent with industry-wide generally accepted standard practices within the industries in which Registrar operates, other records containing communications source and destination information, including, depending on the method of

transmission and without limitation: (1) Source IP address, HTTP headers, (2) the telephone, text, or fax number; and (3) email address, Skype handle, or instant messaging identifier, associated with communications between Registrar and the registrant about the Registration; and

- 1.2.3. Log files and, to the extent collection and maintenance of such records is commercially practicable or consistent with industry-wide generally accepted standard practices within the industries in which Registrar operates, other records associated with the Registration containing dates, times, and time zones of communications and sessions, including initial registration.
2. If, based on the receipt of either (i) a written legal opinion from a nationally recognized law firm in the applicable jurisdiction that states that the collection and/or retention of any data element specified herein by Registrar is reasonably likely to violate applicable law (the "Opinion") or (ii) a ruling of, or written guidance from, a governmental body of competent jurisdiction providing that compliance with the data collection and/or retention requirements of this Specification violates applicable law, Registrar determines in good faith that the collection and/or retention of any data element specified in this Specification violates applicable law, Registrar may provide written notice of such determination to ICANN and request a waiver from compliance with specific terms and conditions of this Specification (a "Waiver Request"). Such written notice shall: (i) specify the relevant applicable law, the allegedly offending data collection and retention elements, the manner in which the collection and/or retention of such data violates applicable law, and a reasonable description of such determination and any other facts and circumstances related thereto, (ii) be accompanied by a copy of the Opinion and governmental ruling or guidance, as applicable, and (iii) be accompanied by any documentation received by Registrar from any governmental authority, in each case, related to such determination, and such other documentation reasonably requested by ICANN. Following receipt of such notice, ICANN and Registrar shall discuss the matter in good faith in an effort to reach a mutually acceptable resolution of the matter. Until such time as ICANN's Procedure for Handling Whois Conflicts with Privacy Law is modified to include conflicts relating to the requirements of this Specification and if ICANN agrees with Registrar's determination, ICANN's office of general counsel may temporarily or permanently suspend compliance and enforcement of the affected provisions of this Specification and grant the Waiver Request. Prior to granting any exemption hereunder, ICANN will post its determination on its website for a period of thirty (30) calendar days. Following such modification of ICANN's Procedure for Handling Whois Conflicts with Privacy Law, all Waiver Requests (whether granted or denied) shall be resolved pursuant to such modified procedures.
3. If (i) ICANN has previously waived compliance with the requirements of any requirement of this Data Retention Specification in response to a Waiver Request from a registrar that is located in the same jurisdiction as Registrar and (ii) Registrar is subject to the same applicable law that gave rise to ICANN's agreement to grant such waiver, Registrar may request that ICANN to grant a similar waiver, which request shall

be approved by ICANN, unless ICANN provides Registrar with a reasonable justification for not approving such request, in which case Registrar may thereafter make an Waiver Request pursuant to Section 2 of this Data Retention Specification.

4. Any modification of this Data Retention Specification to address violations of applicable law shall only apply during the period of time that the specific provisions of the applicable law giving rise to such violations remain in effect. If the applicable law is repealed or modified (or preempted) in a manner that would no longer prohibit the collection and/or retention of data and information as originally specified in this Data Retention Specification, Registrar agrees that the original version of this Specification will apply to the maximum extent permitted by such modified applicable law.

## REGISTRAR INFORMATION SPECIFICATION

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

### General Information

1. Full legal name of Registrar.
2. Legal form of Registrar (e.g., LLC, Corporation, Government Body, Intergovernmental Organization, etc.).
3. The jurisdiction in which Registrar's business is registered for legal and financial purposes.
4. 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 Registrar.
6. Provide current documentation demonstrating that 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 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 Registrar's jurisdiction, an affidavit drafted and signed by a notary public or a legal practitioner duly qualified in the courts of Registrar's jurisdiction, declaring that the organization is established and in good standing, must be provided.
7. Correspondence address for Registrar.\* This address will be used for contractual purposes, and 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 Registrar can be reached for contractual purposes.
9. Primary Fax number where Registrar can be reached for contractual purposes.
10. Primary Email address where 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 Registrar is legally entitled to do business in the principal place of business.

12. Any other addresses where 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 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. After the WHOIS Services Sunset Date, the location of Port 43 WHOIS server is only required to be provided if Registrar continues to offer Whois Data Directory Services.

15. One Registered Name sponsored by Registrar in any gTLD to be used by ICANN in monitoring port 43 WHOIS and RDAP. Regardless of the requirements in Section 3.17 of the Agreement, Registrar shall notify ICANN immediately of any change to this data. A failure to respond with registration data for this Registered Name in port 43 WHOIS and RDAP will be considered a failed RDAP and WHOIS-RDDS test.

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

16. 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.

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

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

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

20. For every person or entity mentioned in the answers to questions 16 to 19, 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 20(a) or 20(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.

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

**Other**

24. Does 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.
25. For any entities listed in item 24, provide information required in 1-14 above.
26. Does Registrar utilize or benefit from the services of Resellers?
27. If yes, provide a list of all such Resellers known to Registrar. The information specified in this item 27 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.

\* Items marked with "\*" must also be published on Registrar's website.

## **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: <https://www.iana.org/assignments/dns-sec-alg-numbers/dns-sec-alg-numbers.xml> and <https://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.

Registrar must show the DNSSEC-signed status of the domain name in the RDAP Directory Service. Registrar must show the DNSSEC parameters stored in Registrar database in the RDAP Directory Service.

### **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 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 <https://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 SPECIFICATION

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

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

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

1. You must comply with the terms and conditions posted by your Registrar, including applicable policies from your Registrar, the Registry and ICANN.

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

## LOGO LICENSE SPECIFICATION

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

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

### LICENSE

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

### REGISTRATION AND ENFORCEMENT

1. Registration. Registration and any other form of protection for the Trademarks shall only be obtained by ICANN in its name and at its expense.
2. Enforcement. Registrar shall promptly notify ICANN of any actual or suspected infringement of the Trademarks by third parties, including Registrar's resellers or affiliates. ICANN shall have the sole discretion to initiate and maintain any legal proceedings against such third parties; Registrar shall not take any such actions without the prior written approval of ICANN; and ICANN shall retain any and all recoveries from such actions.
3. Further Assurances. Registrar agrees to execute such other documents and to take all such actions as ICANN may request to effect the terms of this specification, including providing such materials (for example URLs and samples of any promotional materials bearing the Trademarks), cooperation, and assistance as may be reasonably required to assist ICANN in obtaining, maintaining, and enforcing trademark registration(s) and any other form of protection for the Trademarks.

## TERM AND TERMINATION

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

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

ICANN

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

[Registrar Name]

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

Name:

Title:

Dated: \_\_\_\_\_

## TRADEMARKS:

1. ICANN Accredited Registrar
- 2.



## 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 Registrar and not in his/her individual capacity, on behalf of Registrar as follows:

1. The undersigned is the (must be one of the following: 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 3**

[GET STARTED](#)[NEWS AND MEDIA](#)[POLICY](#)[PUBLIC COMMENT](#)[RESOURCES](#)[COMMUNITY](#)[QUICKLINKS](#)

## Resources

[▶ About ICANN](#)[Board Activities  
and Meetings](#)[▶ Accountability](#)[▶ Governance](#)[▶ Groups](#)[Business](#)[Civil Society](#)[▶ Complaints  
Office](#)[Domain Name  
System Abuse](#)[▶ Contractual  
Compliance](#)[Contracted  
Parties  
Registry](#)

# Uniform Domain Name Dispute Resolution Policy

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Please note that the English language version of all translated content and documents are the official versions and that translations in other languages are for informational purposes only.

Updated 21 February 2024 to reflect changes required to implement the Registration Data Policy. Contracted parties may implement this updated Policy beginning on 21 August 2024 and must implement no later than 21 August 2025.

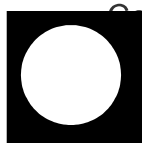
Policy Adopted: August 26, 1999

Implementation Documents Approved: October 24, 1999

Notes:

1. This policy is now in effect. See [www.icann.org/udrp/udrp-schedule.htm](http://www.icann.org/udrp/udrp-schedule.htm) for the implementation schedule.

2. This policy has been adopted by all ICANN-accredited registrars. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).



Operators and Accredited Registrars)

▶ Domain Name Registrants

GDS Metrics

Identifier Systems Security, Stability and Resiliency (OCTO-SSR)

▶ ccTLDs  
▶ Internationalized Domain Names

New gTLD Program

▶ Universal Acceptance Initiative

▶ Policy

Operational Design Phase (ODP)

Implementation

▶ Public Comment

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.**

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## Uniform Domain Name Dispute Resolution Policy

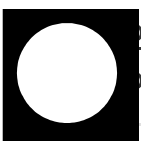
(As Approved by ICANN on October 24, 1999)

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 <https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>, 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;



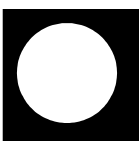
- ▶ Technical Functions
  - b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

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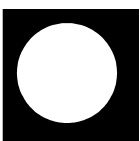
- ▶ ICANN Locations
  - c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See [Paragraph 4\(i\)](#) and [\(k\)](#) below.)

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- ▼ I Need Help
  - Dispute Resolution
    - 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.
  - ▼ Domain Name Dispute Resolution
    - 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](http://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.
  - ▶ Charter Eligibility Dispute Resolution Policy
    - 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
  - ▶ Eligibility Requirements Dispute Resolution Policy
    -
  - ▶ Intellectual Property Defensive Registration Challenge Policy
    -
  - ▶ Qualification Challenge Policy
    -
  - ▶ Restrictions Dispute Resolution Policy
    -



- ▶ Transfer Dispute Resolution Policy 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
- ▼ Uniform Domain Name Dispute Resolution Policy
  - (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.
- Policy Document Providers Provider Approval Process Rules Principal Documents Proceedings Historical Documents Timeline
  - 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
- ▶ Name Collision Registrar Problems Whois Data Correction Independent Review Process Request for Reconsideration



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](#).

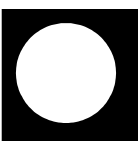
g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in [Paragraph 5\(c\)\(iv\)](#) of 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

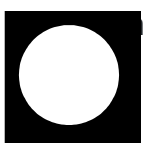


administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the 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 Registration Data<sup>1</sup>. 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.



Offers During a Dispute.

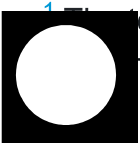
a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of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

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

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

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1. The term "Registration Data" as used in this policy SHALL have the meaning given to it in the [Registration Data Policy](#).





YouTube



Twitter



LinkedIn



Flickr



Facebook



Newsletters



Community Wiki



ICANN Blog

## WHO WE ARE

[ICANN For Beginners](#)  
[ICANN Learn](#)  
[Participate](#)  
[Groups](#)  
[Board Members](#)  
[CEO Corner](#)  
[Staff](#)  
[Careers](#)  
[Public Responsibility](#)

## CONTACT US

[Locations](#)  
[Report Security Issues](#)  
[Certificate Authority](#)  
[Registry Liaison](#)  
[Ombuds](#)  
[Complaints Office](#)  
[Media Resources](#)

## ACCOUNTABILITY AND GOVERNANCE

[TRANSPARENCY](#)  
[Accountability Mechanisms](#)  
[Document Disclosure](#)  
[Independent Review Process](#)  
[Request for Reconsideration](#)  
[Empowered Community](#)  
[Employee Anonymous Hotline Policy and Procedures](#)

[Governance Documents](#)  
[Agreements](#)  
[Organizational Reviews](#)  
[Specific Reviews](#)  
[Annual Report](#)  
[Financials](#)  
[Planning](#)  
[RFPs](#)  
[Litigation](#)  
[Correspondence](#)

## HELP

[I Need Help](#)  
[Dispute Resolution](#)  
[Domain Name Dispute Resolution](#)  
[Name Collision](#)  
[ICANN Lookup](#)  
[Registration Data Request Service \(RDRS\)](#)

## DATA PROTECTION

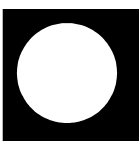
[Data Privacy Practices](#)  
[Privacy Policy](#)  
[Terms of Service](#)  
[Cookies Policy](#)

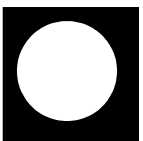
© Internet Corporation for Assigned Names and Numbers.

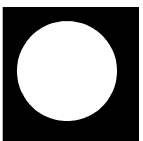
[Privacy Policy](#)

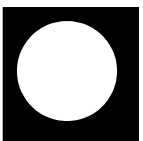
[Terms of Service](#)

[Cookies Policy](#)









# **EXHIBIT 4**

[العربية \(/ar/contracted-parties/consensus-policies/uniform-domain-name-dispute-resolution-policy/rules-for-uniform-domain-name-dispute-resolution-policy-the-rules-11-03-2015-ar\)](#)

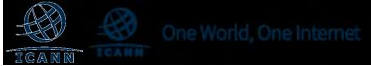
[中文 \(/zh/contracted-parties/consensus-policies/uniform-domain-name-dispute-resolution-policy/rules-for-uniform-domain-name-dispute-resolution-policy-the-rules-11-03-2015-zh\)](#)

English

[Français \(/fr/contracted-parties/consensus-policies/uniform-domain-name-dispute-resolution-policy/rules-for-uniform-domain-name-dispute-resolution-policy-the-rules-11-03-2015-fr\)](#)

[Русский \(/ru/contracted-parties/consensus-policies/uniform-domain-name-dispute-resolution-policy/rules-for-uniform-domain-name-dispute-resolution-policy-the-rules-11-03-2015-ru\)](#)

[Español \(/es/contracted-parties/consensus-policies/uniform-domain-name-dispute-resolution-policy/rules-for-uniform-domain-name-dispute-resolution-policy-the-rules-11-03-2015-es\)](#)



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## Contracted Parties

ICANN's contracted parties consist of generic top-level domain (gTLD) registry operators and accredited registrars.

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[Accredited Registrars \(/en/contracted-parties/accredited-registrars\)](#)

[Registry Operators \(/en/contracted-parties/registry-operators\)](#)



In addition to the [ICANN Languages \(/en/icann-acronyms-and-terms/icann-languages-en\)](#), this content is also available

in: [日本語 \(/en/contracted-parties/consensus-policies/uniform-domain-name-dispute-resolution-policy/rules-for-uniform-domain-name-dispute-resolution-policy-the-rules-11-03-2015-ja\)](#)

| [한국어 \(/en/contracted-parties/consensus-policies/uniform-domain-name-dispute-resolution-policy/rules-for-uniform-domain-name-dispute-resolution-policy-the-rules-11-03-2015-ko\)](#)

| [Português \(/en/contracted-parties/consensus-policies/uniform-domain-name-dispute-resolution-policy/rules-for-uniform-domain-name-dispute-resolution-policy-the-rules-11-03-2015-pt\)](#)

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

On 21 February 2024, an updated version of the Policy was published to reflect changes required to implement the Registration Data Policy. [Click here \(/resources/pages/udrp-rules-2024-02-21-en\)](#) to view the updated version of this policy. You may view the changes in the [redline \(/en/system/files/files/rules-uniform-domain-name-dispute-resolution-policy-redline-21feb24-en.pdf\)](#).

As approved by the ICANN 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 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 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 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**

In these Rules:

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

**ICANN** 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 complaint has been submitted by the Complainant to the UDRP Provider to the time the UDRP decision has been implemented or the UDRP complaint has been terminated.

**Policy** means the **Uniform 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. 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 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 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

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(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. (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-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 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 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 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 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-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-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 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. 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 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 \(/en/help/dndr/udrp/rules#8\)](/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.

## CONNECT WITH US

Explore Our Social Media Hub and Follow Us on ICANN's Official Accounts  
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WHO WE ARE	CONTACT US	ACCOUNTABILITY AND TRANSPARENCY	GOVERNANCE	HELP	DATA PROTECTION
<a href="#">ICANN For Beginners</a> ( <a href="#">/en/beginners</a> ) <a href="#">ICANN Learn</a> ( <a href="#">https://learn.icann.org/</a> ) <a href="#">Participate</a> ( <a href="#">/en/about/participate</a> ) <a href="#">Groups</a> ( <a href="#">/resources/pages/groups-2012-02-06-en</a> ) <a href="#">Board Members</a> ( <a href="#">/en/board/directors</a> ) <a href="#">CEO Corner</a> ( <a href="#">/en/ceo-corner</a> ) <a href="#">Staff</a> ( <a href="#">/organization</a> ) <a href="#">Careers</a> ( <a href="#">/en/careers</a> )	<a href="#">Locations</a> ( <a href="#">/locations</a> ) <a href="#">Report Security Issues</a> ( <a href="#">/resources/pages/report-security-issues-2018-05-24-en</a> ) <a href="#">Certificate Authority</a> ( <a href="#">/contact/certificate-authority</a> ) <a href="#">Registry Liaison</a> ( <a href="#">/resources/pages/contact-f2-2012-02-25-en</a> ) <a href="#">Ombuds</a> ( <a href="#">/ombuds</a> ) <a href="#">Complaints Office</a> ( <a href="#">/complaints-office</a> ) <a href="#">Media Resources</a> ( <a href="#">/media-en</a> )	<a href="#">Accountability Mechanisms</a> ( <a href="#">/en/news/in-focus/accountability/mechanisms</a> ) <a href="#">Document Disclosure</a> ( <a href="#">/en/about/transparency</a> ) <a href="#">Independent Review Process</a> ( <a href="#">/resources/pages/irp-2012-02-25-en</a> ) <a href="#">Requests for Reconsideration</a> ( <a href="#">/resources/pages/accou</a>	<a href="#">Governance Documents</a> ( <a href="#">/en/governance</a> ) <a href="#">Agreements</a> ( <a href="#">/en/about/agreements</a> ) <a href="#">Organizational Reviews</a> ( <a href="#">/resources/reviews/org</a> ) <a href="#">Specific Reviews</a> ( <a href="#">/resources/reviews/aoc</a> ) <a href="#">Annual Report</a> ( <a href="#">/about/annual-report</a> ) <a href="#">Financials</a> ( <a href="#">/en/about/financials</a> ) <a href="#">Planning</a> ( <a href="#">/en/about/planning</a> ) <a href="#">RFPs</a> ( <a href="#">/en/news/rfps</a> )	<a href="#">I Need Help</a> ( <a href="#">/en/help</a> ) <a href="#">Dispute Resolution</a> ( <a href="#">/en/help/dispute-resolution</a> ) <a href="#">Domain Name Dispute Resolution</a> ( <a href="#">/en/help/dndr</a> ) <a href="#">Name Collision</a> ( <a href="#">/en/help/name-collision</a> ) <a href="#">ICANN Lookup</a> ( <a href="#">https://whois.icann.org/en</a> ) <a href="#">Registration Data Request Service (RDRS)</a> ( <a href="#">https://rdrs.icann.org/</a> )	<a href="#">Data Privacy Practices</a> ( <a href="#">/en/data-protection</a> ) <a href="#">Privacy Policy</a> ( <a href="#">/en/data-protection/privacy-policy</a> ) <a href="#">Terms of Service</a> ( <a href="#">/en/data-protection/terms-of-service</a> ) <a href="#">Cookies Policy</a> ( <a href="#">/en/data-protection/cookies-policy</a> )

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(/dprd)

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[Empowered Community](#)  
(/ec).

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[Employee Anonymous  
Hotline Policy and  
Procedures \(/employee-  
anonymous-hotline-pol-  
icy-procedures-  
whistleblower\).](#)

[ce\).](#)

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[Terms of Service \(/en/data-protection/terms-of-service\).](#)

[Cookies Policy \(/en/data-protection/cookies-policy\).](#)

# **EXHIBIT 5**

## GoDaddy - DOMAIN NAME REGISTRATION AGREEMENT

Last Revised: 11/3/2025

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

### 1. OVERVIEW

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

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

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

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

You acknowledge and agree that GoDaddy may modify this Agreement in order to comply with any terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the TLD or country code top level domain ("ccTLD") in question. The term "Registry Service Provider" shall refer to the service provider responsible for operating and managing the registry services on behalf of the Registry Operator for its applicable TLD or ccTLD. To identify the sponsoring registrar, click [here](#).

### 2. PROVISIONS SPECIFIC TO ALL REGISTRATIONS


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

1. Registry Policies. You agree to be bound by all Registry Policies (defined above in this Agreement) applicable to your domain name registration (at any level). IT IS YOUR RESPONSIBILITY TO VISIT THE APPLICABLE TLD SITE AND READ AND REVIEW ALL APPLICABLE REGISTRY POLICIES PRIOR TO YOUR REGISTRATION IN THE TLD. REGISTRY POLICIES FOR EACH TLD CAN BE FOUND BY VISITING THE CORRESPONDING TLD LINK LISTED[HERE](<https://www.godaddy.com/legal/agreements/tld-registry-policies>). Notwithstanding anything in this Agreement to the contrary, the Registry Operator of the TLD in which the domain name registration is made is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the respective TLD. The third party beneficiary rights of the Registry Operator will survive any termination of this Agreement.
2. Registration Requirements. To the extent any TLD or ccTLD requires you meet eligibility (e.g., residency for .JP, .EU, etc.), validation (e.g., DNS validation) or other authentication requirements as a condition to registering a domain name in the TLD, you agree that by submitting an application or registering or renewing your domain name, you represent and warrant that: (a) all information provided to register or renew the domain name (including all supporting documents, if any) is true, complete and correct, and is not misleading.

the application is made in good faith; (b) you meet, and will continue to meet, the eligibility criteria prescribed in the Registry Policies for the applicable TLD for the duration of the domain name registration; (c) you have not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application (if applicable); (d) you acknowledge and agree that even if the domain name is accepted for registration, your entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and (e) you acknowledge and agree that the Registry or the registrar can cancel the registration of the domain name if any of the warranties required are found to be untrue, incomplete, incorrect or misleading.

3. Ownership. You acknowledge and agree that registration of a domain name does not create any proprietary right for you, the registrar, or any other person in the name used as a domain name or the domain name registration and that the entry of a domain name in the Registry shall not be construed as evidence or ownership of the domain name registered as a domain name. You shall not in any way transfer or purport to transfer a proprietary right in any domain name registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration.
4. ICANN Requirements. You agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which each applicable Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and itself or any other arrangement with ICANN. For additional ICANN-related helpful information, please see [ICANN Education Materials](#) and [ICANN Benefits and Responsibilities](#).
5. Indemnification of Registry. You agree to indemnify, defend and hold harmless (within 30 days of demand) the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or Registry Operator's prior written consent, which consent shall not be unreasonably withheld, and you agree that these indemnification obligations shall survive the termination or expiration of the Agreement for any reason. IN NO EVENT SHALL THE REGISTRY OPERATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE DOMAIN NAME, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF THE REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Regulated TLDs. For domain name registration in any "Regulated" TLD, you acknowledge and agree your registration is subject to the following additional requirements: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Regulated TLDs include: .games, .juegos, .school, .schule, .toys, .eco, .care, .diet, .fitness, .health, .clinic, .dental, .healthcare, .capital, .cash, .broker, .claims, .exchange, .finance, .financial, .fund, .investments, .lease, .loans, .market, .money, .trading, .credit, .insure, .tax, .mortgage, .degree, .mba, .audio, .book, .broadway, .movie, .music, .software, .fashion, .video, .app, .art, .band, .cloud, .data, .digital, .fan, .free, .gratis, .discount, .sale, .media, .news, .online, .pictures, .radio, .show, .theater, .tours, .accountants, .architect, .associates, .broker, .legal, .realty, .vet, .engineering, .law, .limited, .show; .theater; .town, .city, .reise, and .reisen
7. Highly Regulated TLDs. In addition to the requirements for Regulated TLDs, domain name registration in any Highly-Regulated TLD is subject to the following requirements: (a) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business; (b) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and (c) you will report any material changes to the validity of you authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve. Highly Regulated TLDs include: .abogado, .attorney, .bank, .bet, .bingo, .casino, .charity (and IDN equivalent), .cpa, .corp, .creditcard, .creditunion, .dds, .dentist, .doctor, .fail, .gmbh, .gripe, .hospital, .inc, .insurance, .lawyer, .lifeinsurance, .llc, .llp, .ltda, .medical, .mutuelle, .pharmacy, .poker, .university, .sarl, .spreadbetting, .srl, .sucks, .surgery, .university, .vermogensberater, .versicherung, and .wtf.

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

 **Contact Us**

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

### 3. FEES AND PAYMENTS

#### (A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

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

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

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

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

#### (B) DOMAIN NAME RENEWAL TERMS

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

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

All renewals will be subject to the terms of this Agreement, as it may be amended from time to time, and you acknowledge and agree to be bound by the terms of this Agreement (as amended) for all renewed domains. Domain name renewals will be non-refundable. In the event that we are unable to automatically renew your domain name for the renewal option selected for any reason, we may automatically renew your domain name for a period less than your original registration period to the extent necessary for the transaction to succeed. If for any reason GoDaddy is not able to take the payment from the Payment Method you have on file, and you fail to respond to our notices, your domain name registration will expire. It is your responsibility to keep your Payment Method information current, which includes the expiration date of a credit card.

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

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

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

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

For certain ccTLDs (.am, .at, .be, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg) there is no Renewal Grace Period after the expiration date of the domain name. If you do not reimburse GoDaddy for the renewal during the Renewal Grace Period your domain name will be placed on Hold and flagged for deletion after which you may have up to a 30-day redemption period to redeem your domain name, provided that your domain name is not subject to an expired domain name auction bid and you pay GoDaddy a Redemption fee.

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

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

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

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

#### (C) FREE PRODUCT TERMS

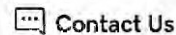
In the event you are provided with free products with the registration of a domain name, you acknowledge and agree that such free products will only be available with a valid purchase and may be terminated in the event the domain name is deleted or cancelled. For free domain names, you acknowledge and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

#### 4. TERM OF AGREEMENT; TRANSFERS; DOMAIN TASTING

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

You agree that you will not transfer any domain name registered through GoDaddy to another domain name registrar during the first sixty (60) days after its initial registration date. You agree that you may not transfer any domain name for ten (10) days after a Change of Account.

You further agree that you will not engage in "domain tasting" by using the five (5) day grace period in which a registrant may choose to cancel a domain name and get a full refund of the registration fee as a vehicle to test the marketability or viability of a domain name. GoDaddy determines (which determination shall be made by GoDaddy in its sole and absolute discretion) that you have been engaging in "domain tasting", then GoDaddy reserves the right to (a) charge you a small fee (which fee shall be deducted from any refund issued) or (b) refuse your



cancellation/refund request altogether. GoDaddy will not charge you a fee if GoDaddy cancels your domain name during the five (5) day grace period due to fraud or other activity outside of your control.

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

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

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

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

You agree that if you intend to license use of a domain name to a third party, you are nonetheless the Registered Name Holder of record and are responsible for providing your full contact information 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.

You acknowledge and agree that domain name registration requires that your contact information, in whole or in part, be shared with the registry operator, for their use, copying, distribution, publication, modification and other processing for the purpose of administration of the domain name registration, which may require such information be transferred back and forth across international borders, to and from the U.S. to the EU, for example. As required by ICANN or for certain ccTLDs (.am, .au, .com.au, .net.au, .org.au, .ca, .cz, .fr, .it, .jp, .co.jp, .kr, .co.kr, .ne.kr, .re.kr, .no, .co.nz, .net.nz, .org.nz, .vg, .se, .so, .sg, .com.sg, .tw, .com.tw, .net.tw, .org.tw, .uk, .co.uk, .me.uk, .org.uk, .us), this information may be made publicly available by the registry operator via Whois or its successor protocol (collectively referred to as the "Whois" Directory) that is beyond, and not subject to, GoDaddy's control.

Both GoDaddy and the registry operator may be required to archive this information with a third-party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure. Registrar will not process data in a way that is incompatible with this Agreement. Registrar will take reasonable precautions to protect data from loss or misuse, unauthorized access or disclosure, alteration, or destruction.

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

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

You agree that, to the extent permitted by ICANN, GoDaddy may make use of the publicly available information you provided during the registration process. If you engage in the reselling of domain names you agree to provide any individuals whose personal information you've obtained, information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain evidence of consent, from those individuals for such use of the personal information they provide.

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

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, you hereby grant to us the right to disclose to third parties through an interactive publicly accessible registration database the following information that you are required to provide when applying for a domain name:

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

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

## 6. DISPUTE RESOLUTION POLICY

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

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


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

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

## 7. TRANSFER OF DOMAIN NAMES

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

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

You represent and warrant to the best of your knowledge that, neither the registration of the domain nor the manner it is directly or indirectly used, infringes the legal rights of any third party. You will comply with all applicable laws, including, but not limited to those  **Contact Us** data collection, consumer protection, fair lending, debt collection, organic farming, and disclosure of data and financial disclosures. If you

collect and maintain sensitive health and financial data, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. You represent that you possess any necessary authorization, charter, license, and/or other related credential for participation in the sector associated with the associated registry tld string. You will report any material changes to the validity of your authorization, charter, license, and/or other related credential. You will indemnify and hold harmless the registrar and registry operator, and their directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

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

1. Your ability to use any of the services provided by GoDaddy is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;
2. Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any GoDaddy procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by GoDaddy or the registry operator in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

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

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

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

## 9. RESTRICTION OF SERVICES; RIGHT OF REFUSAL

If you are hosting your domain name system ("DNS") on GoDaddy's servers, or are using our systems to forward a domain name, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with GoDaddy, you are responsible for ensuring there is no excessive overloading on GoDaddy's servers. You may not use GoDaddy's servers and your domain name as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that GoDaddy reserves the right to deactivate your domain name from its DNS if GoDaddy deems it is the recipient of activities caused by your site that threaten the stability of its network.

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

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

## 10. DEFAULT SETTINGS; PARKED PAGE

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

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

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

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

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

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

## 11. DOMAIN ADD-ONS

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

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

**Discount Domain Club.** The Discount Domain Club membership includes the purchase of discounted products and services from us, which vary based on the tier purchased and may include discounts on selected domain registrations, renewals and transfers, Total Aftermarket Access, and Domain Toolkit. Eligible TLDs and their prices can be found [here](#). For tiers including API access or Domain Toolkit, any limitations on usage are set forth within the toolkit or API itself.

Any available discount applies only to registration fees and will not apply to any commission fees. You are required to keep your membership current as long as you have free or discounted products or services that are purchased with us. If you fail to renew your membership, without canceling your discounted domain registration or other services, we will automatically renew your products and services at the regular pricing in effect at the time of renewal, charging the Payment Method on file for you, and you will be unable to purchase any more discounted products or services, or use your free accounts until the Membership Agreement fee has been paid. All membership fees are non-refundable.

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

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

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

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


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

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

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

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

**Specific Terms for Premium DNS.** Premium DNS is a premium Domain Name System (“DNS”) service we provide that allows you to manage your DNS and keep your website and web-based applications available and performing reliably (“Premium DNS Service”). The service is provided “as is”, “as available”, and “with all faults”, and we assume no liability or responsibility regarding the same. Subject to the Exclusions and Limitations below, we offer a service uptime guarantee (“Service Uptime Guarantee”) of 100% Uptime for paid Premium DNS Ser...

 **Contact Us**

The Service Uptime Guarantee shall become effective seven (7) days after your purchase of the Premium DNS Service covered by the Service Uptime Guarantee to allow both parties time to properly configure and test the Premium DNS Service.

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

1. **“Global Nameserver Infrastructure”:** The group of systems (servers, hardware, and associated software) that are responsible for delivering the Premium DNS Service. The Global Nameserver Infrastructure does not include web-based user interfaces, zone transfer mechanisms, update systems, or other customer-accessible data access or manipulation methods.
2. **“100% Uptime”:** A guarantee that the Global Nameserver Infrastructure will be 100% available to respond to valid DNS queries.
3. **“Outage”:** A period of one (1) minute or more during which all systems within the Global Nameserver Infrastructure did not maintain 100% availability to respond to DNS queries.

**Exclusions.** For the purposes of the Service Uptime Guarantee, an outage does not include the following events:

1. Service interruptions caused by **“Scheduled Maintenance”**, means any maintenance performed on the Global Nameserver Infrastructure of which customer is notified twenty-four (24) hours in advance. Posting on GoDaddy's status page or Emailing customer's designated email address about any such Scheduled Maintenance shall suffice as notice;
2. Service interruptions caused by you from custom scripting, coding, programming or configurations;
3. Service interruptions caused by you from the installation of third-party applications;
4. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


**Trademark Keeper (Beta)** Trademark Keeper is a free beta feature of your domain that (i) automatically captures a record of Your homepage including any trademarks on that homepage quarterly (“Screen Capture(s)”), and (ii) timestamps and records proof of the Screen Capture(s) using blockchain technology to ensure that the record is secure. Trademark Keeper also allows You to identify up to three (3) individual trademarks to help You catalog Your brand assets in Your dashboard. Trademark Keeper stores the Screen Capture(s) on servers provisioned by GoDaddy but does not analyze, modify or edit the Screen Capture(s). Trademark Keeper stores a digital signature of the Screen Captures on a blockchain proving the Screen Captures’ existence at a certain time, but does not store the Screen Capture itself on the blockchain. You may request a report that shows a historical record of Screen Captures that have been captured by Trademark Keeper. At any time, You may opt out of Trademark Keeper and delete the historical record of Screen Captures. Your Screen Captures will be deleted 24 hours after You disable the “Keep My Data” function. If you re-enable this function within 24 hours, your Screen Captures may be restored. GoDaddy may discontinue the Beta feature at any time and for any reason.

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

## 12. PRE-REGISTRATIONS

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

## 13. PROVISIONS SPECIFIC TO .BIZ REGISTRATIONS

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

[Resolution Policy](#) applicable to the .biz TLD.

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

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

#### 14. PROVISIONS SPECIFIC TO .INFO REGISTRATIONS

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

#### 15. PROVISIONS SPECIFIC TO .NAME REGISTRATIONS

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

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

#### 16. PROVISIONS SPECIFIC TO .REISE REGISTRATIONS

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

#### 17. PROVISIONS SPECIFIC TO .SEXY REGISTRATIONS

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

#### 18. COUNTRY CODE TOP LEVEL DOMAINS

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

##### (A) PROVISIONS SPECIFIC TO .AU REGISTRATIONS

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

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

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

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

#### (B) PROVISIONS SPECIFIC TO .CA REGISTRATIONS

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

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

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

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

#### (C) PROVISIONS SPECIFIC TO .CN REGISTRATIONS

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

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

If permitted, then the Registration may proceed, but a .CN domain name may not be activated (i.e., it will not resolve in the Internet) unless and until you have submitted (via the process described during registration) valid documents required of us and the Registry to perform real name verification. The following are acceptable forms of documents for the purpose of verification:

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

- Other Countries/Regions: Driver's license or passport

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

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

#### (D) PROVISIONS SPECIFIC TO .JP REGISTRATIONS

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

### 19. PROVISIONS SPECIFIC TO LEASE TO OWN

The following additional Terms apply with respect to Lease to Own Services (the "LTO Services") provided by GoDaddy, to you.

#### (A) Definitions:

- **LTO Domain:** a domain name that you purchase from GoDaddy through the Site with an agreement to pay over time.
- **LTO Term:** the period agreed between GoDaddy and Buyer during which Buyer will have access to the DNS and will make monthly payments to GoDaddy.
- **Service Fee:** fee owed by Buyer to GoDaddy for the Services provided by GoDaddy during the LTO Term, including, but not limited to, renewing the LTO Domain, providing administrative services related to the management of the LTO Domain, forwarding correspondence, etc.

#### (B) Description of Services.

The LTO Services are provided to facilitate the buying and selling of currently registered domain names through payments over time, and not the purchase or sale of associated website content.

As Buyer, you agree to purchase the LTO Domain from GoDaddy. During the LTO Term, GoDaddy will make the DNS for the LTO Domain available to Buyer. You are required to deposit the mutually agreed-upon price and Buyer's Service Fee, as established by GoDaddy, as soon as practical after you agree to the purchase price, but in no event later than five (5) business days. At no time will Buyer be able to withdraw those funds or send the funds to another recipient unless the initial transaction is cancelled. You agree that GoDaddy is not responsible for breach of contract based upon a failure to transfer the LTO Domain to Buyer after the first payment is deposited. In the event that GoDaddy is unable to make the LTO Domain Name DNS available to Buyer after the first installment payment, GoDaddy shall return any funds provided by buyer for the purchase of the LTO Domain Name as soon as commercially reasonably possible.

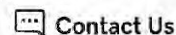
#### (C) Fees and Payment.

You are responsible for paying the monthly payment related to your LTO Domain plus any applicable Service Fee.

Any commissions may be subtracted from the payment, instalment payment or rental payment and, if these payments are not sufficient, from the subsequent payments. In the event that the domain name is purchased in instalments or rented, the commission subtracted will be limited to the secured instalment or rent payment (e.g.: if the commission is 25%, and the instalment price \$100, the GoDaddy only subtracts \$25 from the payout of the Seller for each instalment.)

#### (D) Your Additional Obligations.

1. Buyer agrees to use the LTO Domain only in accordance with any applicable laws and/or regulations, and with all duty and care. For the avoidance of doubt, Buyer is prohibited from using the LTO Domain in a manner (as determined by GoDaddy in its sole discretion) that:



- a. in breach of any applicable law, statute, or regulation;
  - b. is fraudulent, criminal or unlawful;
  - c. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - d. infringes or breaches the patent, copyright, trademark, trade secret, right of publicity or other intellectual property) rights of any third party;
  - e. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian's permission);
  - f. provides information on any illegal activity (including, but not limited to, instructional information on acquiring or fabricating illegal weapons or drugs, privacy violations or distributing computer viruses);
  - g. publicizes or promotes commercial activities an/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; or
  - h. involves the use, delivery or transmission of any viruses, harmful code, unsolicited emails, Trojan horses or any other computer programming routines that are intended to disrupt, damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
2. Buyer acknowledges and agrees not to engage in any activity with the LTO Domain or using the LTO Services that would decrease the value of the LTO Domain. Such activities include, but are not limited to, the use of aggressive SEO strategies, techniques and tactics that focus only on search engines and not a human audience, and usually does not obey search engines guidelines (black hat SEO), such as keyword stuffing, invisible text, doorway pages, adding unrelated keywords to the page content or page swapping (changing the webpage entirely after it has been ranked by search engines), and the use of the domain name for spam activities.
  3. Buyer may not grant any third party any rights to the LTO Domain, including any right to use the LTO Domain.
  4. Buyer agrees to protect, defend, indemnify and hold harmless GoDaddy and its officers, directors, employees, agents and third party service providers from and against any and all claims, demands, costs, expenses, losses liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by GoDaddy directly or indirectly arising from (i) your use of the LTO Services; (ii) your violation(s) of any provision of this Agreement; and/or (iii) your violation of any third party right, including without limitation any intellectual property or other proprietary right. This indemnification obligation shall survive any termination or expiration of this Agreement or your use of the LTO Services.

#### **E. GoDaddy's Rights.**

1. GoDaddy may terminate your use of the LTO Services for any violation or breach of any of the terms of this Agreement by you. Any such termination will not entitle you to any refund of payments already made to GoDaddy for any LTO Services or Service Fee, and you will lose any and all access to the applicable LTO Domain.
2. If the LTO Services are terminated, GoDaddy reserves the right to sell the LTO Domain to any party, including potential competitors of Buyer. GoDaddy shall have no ongoing obligation to Buyer related to the LTO Domain.
3. The parties acknowledge and agree that the GoDaddy is not a payment provider and that GoDaddy does not make any warranties in that respect. In order to effectuate the transfer of payments, GoDaddy uses the services of a third party payment provider. The terms and conditions of the third party payment provider shall apply to such payments.

#### **F. Remedies and Right to Cancel.**

Without limiting any other remedies available to GoDaddy, if:

- A. You breach this Agreement, or any document incorporated by reference;
- B. GoDaddy determines your actions may pose a risk to GoDaddy or its members;
- C. GoDaddy determines your use of the Services infringes on the intellectual property or legal rights of others.

GoDaddy may immediately:

- i. Warn its members of your actions;
- ii. Place a hold on any pending transactions associated with your account(s);
- iii. Limit funding sources and payments;
- iv. Limit your access to your account(s) or to any functionality of your account(s); or

v. Indefinitely suspend or close your account(s) and refuse to provide our Services to you.

In addition, GoDaddy reserves the right to hold funds beyond normal distribution periods for transactions it deems suspicious or for account(s) conducting high transaction volumes to ensure integrity of the funds. If GoDaddy closes your account(s), GoDaddy will provide notice and pay you all of the unrestricted funds in your account(s) due to you.

## GoDaddy is a Great Business Partner • WE SPEAK FLUENT SIDE HUSTLE • WEBSITES THAT WRITE THEMSELVES •

 > [Legal](#) > [Agreements](#) > [Domain Name Registration Agreement](#)

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[Domain Registration Data Disclosure Policy](#)

### Resources

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Renewals & Billing

Create Account

## Shopping

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AI Website Builder

Business Email

WordPress

Hosting

Web Security

Logo Generator

POS System

Online Payments

Phone Numbers

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 **Contact Us**

# **EXHIBIT 6**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

Microsoft Corporation, a Washington State  
Corporation and Health-ISAC, Inc., a Florida non-  
profit organization,

Plaintiffs,

v.

Saad Fridi,

and

John Does 1-4, Controlling A Computer Network and  
Thereby Injuring Plaintiffs and Their Customers,

Defendants.

Case No.

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

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

Plaintiffs Microsoft Corporation (“Microsoft”) and Health-ISAC, Inc. (“Health-ISAC”) have filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (3) Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(d); (4) the Electronic Communications Privacy Act, 18 U.S.C. § 2701; (5) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (6) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 et seq.; (7) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c); (8) common law trespass to chattels; (9) conversion; and (10) unjust enrichment. Plaintiffs have 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 Plaintiffs' *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 Saad Fridi and John Does 1-4 ("Tycoon 2FA Defendants") under the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (3) Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(d); (4) The Electronic Communications Privacy Act, 18 U.S.C. § 2701; (5) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (6) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (7) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c); (8) common law trespass to chattels; (9) conversion; and (10) unjust enrichment.

2. There is good cause to believe that Tycoon 2FA Defendants manufacture and sell illegal phishing kits designed to steal sensitive information and perpetrate business email compromise, ransomware, and financial fraud against Microsoft customers, Health-ISAC member organizations, and the public.

3. There is good cause to believe that Tycoon 2FA Defendants target Microsoft's customers, Health-ISAC member organizations, and the general public. Tycoon 2FA Defendants manufacture, sell, and facilitate the deployment of pre-packaged sets of tools ("phishing kits") that enable other cybercriminals to launch phishing attacks with relative ease. This business model

of selling phishing kits and services for use by other cybercriminals is also referred to as “Phishing-as-a-Service” or “PhaaS.”

4. There is good cause to believe that Tycoon 2FA 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 Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962, 1962(d)), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), and constitute trespass to chattels, conversion, and unjust enrichment, and Plaintiffs, therefore, are likely to prevail on the merits of this action.

5. Microsoft owns the registered trademarks Microsoft®, Windows®, Microsoft 365®, Office365®, Office®, Microsoft Office®, SharePoint®, OneDrive®, Outlook®, and Excel® and numerous other trademarks used in connection with its services, software and products.

6. Health-ISAC is a membership organization comprised of public and private hospitals, ambulatory providers, health insurance payers, pharmaceutical/biotech manufacturers, laboratories, diagnostic, medical device manufacturers, medical schools, medical R&D organizations and other relevant health sector stakeholders. Health-ISAC represents the interests of its healthcare industry members in combating and defending against cyber threats that pose risk and loss to the industry.

7. There is good cause to believe that, unless Tycoon 2FA Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from Tycoon 2FA Defendants’ ongoing violations. The evidence set forth in Plaintiffs’ Memorandum of Law 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 of Jason Lyons,

Nick Monaco, and Errol Weiss, and supporting exhibits, demonstrate that Plaintiffs are likely to prevail on their claim that Tycoon 2FA Defendants have engaged in violations of the foregoing law by:

- a. Intentionally accessing the protected computers and computer networks of Microsoft and the customers of Microsoft, without authorization or exceeding authorization, in order to steal and exfiltrate information from those computers and computer networks;
- b. Engaging in phishing operations to steal credentials from unsuspecting victims who are tricked into believing they are accessing legitimate websites;
- c. Developing mechanisms to circumvent technological security protocols;
- d. Intentionally accessing, without authorization, the email inboxes of Microsoft customers, to support credentials theft, information exfiltration, and subsequent end-user terminal attacks which include business email compromise, ransomware, and financial fraud;
- e. Operating a Racketeering Enterprise by leveraging each other's work to: (i) create, distribute, and operate the phishing technical infrastructure, (ii) sell, distribute, and use Tycoon 2FA branded phishing kits, (iii) to steal credentials from victims, and (iv) gain access to victim computers to further additional criminal activities like financial fraud, business email compromise, and deploying ransomware.
- f. Infringing the protected marks of Plaintiffs for the purpose of causing confusion or mistake, whereby the victims of Tycoon 2FA Defendants' attacks mistakenly associate such conduct with Plaintiffs.

8. There is good cause to believe that if such conduct continues, irreparable harm will occur to Microsoft, Microsoft's customers, Health-ISAC member organizations, and the public. There is good cause to believe that Tycoon 2FA Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court.

9. 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, distribution, deployment, or use of the Tycoon 2FA-branded phishing kits by Tycoon 2FA Defendants 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 Tycoon 2FA Defendants' misconduct available via those domains, including on victims targeted by Tycoon 2FA Defendants, if they receive advance notice of this action. Based on the evidence cited in Plaintiffs' TRO Application and accompanying declarations and exhibits, Plaintiffs are likely to be able to prove that:

- a. Tycoon 2FA Defendants are engaged in activities that directly violate United States law and harm Microsoft, its customers, Health-ISAC member organizations, and the public;
- b. Tycoon 2FA Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;
- c. Tycoon 2FA Defendants are likely to delete or to relocate Internet infrastructure in Plaintiffs' TRO Application and the harmful and malicious phishing kits disseminated through the Internet domains listed in **Appendix A**, thereby permitting them to continue their illegal acts; and
- d. Tycoon 2FA Defendants are likely to warn their associates engaged in such activities if informed of Plaintiffs' action.

10. Plaintiffs' request for this emergency *ex parte* relief is not the result of any lack of diligence on Plaintiffs' part, but instead, is based upon the nature of Tycoon 2FA 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 Tycoon 2FA Defendants, and accordingly, Plaintiffs are relieved of the duty to provide Tycoon 2FA Defendants with prior notice of Plaintiffs' motion and requested relief.

11. There is good cause to believe that Tycoon 2FA Defendants have operated their phishing operations through certain instrumentalities – specifically through the website domains identified in **Appendix A**.

12. There is good cause to believe that Tycoon 2FA Defendants have (i) engaged in

illegal activity by using the domain registration facilities of the domain registries identified in **Appendix A**, to register the Internet domains identified in **Appendix A**, (ii) violated Plaintiffs' trademarks in order to: (iii) deceive Plaintiffs' customers to steal credentials for their email accounts, infiltrate the email systems, and have unfettered access to the contents of those email accounts for purposes of data exfiltration and the perpetration of further cybercrime.

13. There is good cause to believe that Tycoon 2FA 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.

14. There is good cause to believe that to immediately halt the injury caused by Tycoon 2FA Defendants, they must be prohibited from accessing Plaintiffs' services without authorization, prohibited from the unlawful intrusion and data theft of the victims' email accounts, from using Plaintiffs' marks to perpetrate their unlawful and criminal scheme, and prevented from using the Internet domains identified in **Appendix A** to operate the Internet infrastructure to further its phishing operation.

15. There is good cause to believe that Tycoon 2FA Defendants have engaged in illegal activity using the Internet domains identified in **Appendix A** to carry out their illegal phishing campaign. There is good cause to believe that to immediately halt the injury caused by Tycoon 2FA Defendants, each of Tycoon 2FA Defendants' domains set forth in **Appendix A** must be immediately transferred beyond the control of Tycoon 2FA Defendants' criminal operation, thus making them inaccessible to Tycoon 2FA Defendants.

16. 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 Plaintiffs and by the domain registries identified in **Appendix A** on such date and time within three (3) days of this Order as may be

reasonably requested by Plaintiffs.

17. There is good cause to believe that Tycoon 2FA Defendants have specifically directed their activities to the Southern District of New York.

18. There is good cause to believe that if Tycoon 2FA Defendants are provided advance notice of Plaintiffs' TRO Application or this Order, they would move Tycoon 2FA Defendants' infrastructure, allowing them to continue their misconduct and that they would destroy, move, hide, conceal, or otherwise make inaccessible to the Court evidence of their misconduct, Tycoon 2FA Defendants' infrastructure's activity, the infringing materials, the instrumentalities used to make the infringing materials, and the records evidencing the manufacture and distributing of the infringing materials.

19. 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 Tycoon 2FA 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 Tycoon 2FA Defendants to Tycoon 2FA Defendants' domain registrars and hosting companies and as agreed to by Tycoon 2FA Defendants in their domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Tycoon 2FA Defendants, to the extent Tycoon 2FA Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Tycoon 2FA Defendants, to the extent Tycoon 2FA Defendants provided accurate contact information in foreign countries that

are signatories to such treaties.

20. There is good cause to believe that Tycoon 2FA Defendants have no legitimate interest in carrying out their cybercriminal activities.

21. There is good cause to believe that the harm to Plaintiffs in denying the relief requested in their TRO Application outweighs any harm to any legitimate interest of Tycoon 2FA Defendants (of which there is none) and that there is no undue burden to any third party.

**TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** that Tycoon 2FA Defendants, their representatives, and persons who are in active concert or participation with Tycoon 2FA Defendants and associated criminal operation, are temporarily restrained and enjoined from: (1) intentionally accessing the protected computers without authorization, (2) engaging in phishing campaigns, (3) stealing credentials from victims of phishing campaigns, (4) using the credentials to access the email inboxes of victims, (4) unlawfully accessing, viewing, exfiltrating, or otherwise stealing the contents of the compromised email inboxes, (5) capitalizing on the trademarks of Plaintiffs to fabricate legitimacy of the phishing campaign, (6) misappropriating that which rightfully belongs to Microsoft, its customers, or in which Microsoft or its customers have a proprietary interest; (7) destroying the goodwill and reputation of Plaintiffs, (8) impersonating Plaintiffs, their systems, products, and services, (9) configuring, deploying, operating, or otherwise participating in or facilitating infrastructure described in the TRO Application, including but not limited to the Internet domains set forth in **Appendix A** and through any other component or element of Tycoon 2FA Defendants' illegal infrastructure at any location, including infrastructure Tycoon 2FA Defendants may attempt to rebuild, and (10) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, Health-ISAC member organizations, or the public.

**IT IS FURTHER ORDERED** that, Tycoon 2FA Defendants, their representatives, and persons who are in active concert or participation with Tycoon 2FA Defendants and associated criminal operation are temporarily restrained and enjoined from (1) using and infringing Plaintiffs' trademarks, including specifically Microsoft's registered trademarks Microsoft®, Windows®, Microsoft 365®, Office365®, Office®, Microsoft Office®, SharePoint®, OneDrive®, Outlook®, and Excel®, and/or other trademarks, trade names, service marks, or Internet domain addresses or names containing or infringing such trademarks, trade names or service marks, as set forth in **Appendix B** to this Order; (2) using in connection with Tycoon 2FA Defendants' activities, products, or services any false or deceptive designation, representation or description of Tycoon 2FA Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Plaintiffs or give Tycoon 2FA Defendants an unfair competitive advantage or result in deception of consumers; or (3) acting in any other manner which suggests in any way that Tycoon 2FA Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Plaintiffs, or passing off Tycoon 2FA Defendants' activities, products or services as Plaintiffs'.

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

A. Within **three (3) 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 three (3) 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 information or account details necessary to effectuate the foregoing.

B. The domain registries 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 registries shall take reasonable steps to work with Microsoft to ensure the transfer of the domain and to ensure that Tycoon 2FA 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 this Order;

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](mailto:domains@microsoft.com)

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E. Prevent transfer, modification or deletion of the domain by Tycoon 2FA 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.

2. With regard to the domain registries and registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions as the foregoing so as to neutralize the threat posed by Tycoon 2FA Defendants to the citizens of all countries, including their own. Tycoon 2FA Defendants, their representatives and persons who are in active concert or participation with them are ordered to consent to whatever actions are necessary for non-United States registries, registrars and registrants or hosts, set forth in **Appendix A** to this Order, to effectuate this request.

**IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Tycoon 2FA Defendants to their domain registrars and/or hosting companies and as agreed to by Tycoon 2FA 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 Tycoon 2FA Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Tycoon 2FA Defendants, to the extent they 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 Tycoon 2FA Defendants shall appear before this Court on March 13, 2026 at 10<sup>30</sup> a.m./p.m. to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against Tycoon 2FA Defendants, enjoining

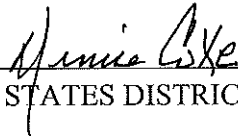
Tycoon 2FA Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

**IT IS FURTHER ORDERED** that Microsoft, on behalf of Plaintiffs, shall post bond in the amount of \$ 1,000,00 to be paid into the Court registry.

**IT IS FURTHER ORDERED** that Tycoon 2FA Defendants shall file with the Court and serve on Plaintiffs' counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than ~~two (2) days~~ <sup>March 10, 2026.</sup> prior to the hearing on Plaintiffs' ~~request for a preliminary injunction.~~ Plaintiffs may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for Tycoon 2FA Defendants no later than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Eastern Standard Time) on the appropriate dates listed in this paragraph.

**IT IS SO ORDERED**

Entered this 26<sup>th</sup> day of February, 2026

  
UNITED STATES DISTRICT JUDGE

# **EXHIBIT 7**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Microsoft Corporation, a Washington State  
Corporation and Health-ISAC, Inc., a Florida  
non-profit organization,

Plaintiffs,

v.

Joshua Ogundipe,

and

John Does 1-4, Controlling A Computer  
Network and Thereby Injuring Plaintiffs and  
Their Customers,

Defendants.

Civil Action No. 25-cv-7111 (JSR)

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

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

Plaintiffs Microsoft Corporation ("Microsoft") and Health-ISAC, Inc. ("Health-ISAC") have filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (3) Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(d); (4) the Electronic Communications Privacy Act, 18 U.S.C. § 2701; (5) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (6) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 et seq.; (7) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c); (8) common law trespass to chattels; (9) conversion; and (10) unjust enrichment. Plaintiffs have 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 Plaintiffs' *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 Joshua Ogundipe and John Does 1-4 ("RaccoonO365Defendants") under the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (3) Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(d); (4) The Electronic Communications Privacy Act, 18 U.S.C. § 2701; (5) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (6) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (7) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(e); (8) common law trespass to chattels; (9) conversion; and (10) unjust enrichment.

2. There is good cause to believe that RaccoonO365 Defendants manufacture and sell illegal phishing kits deceptively branded as "RaccoonO365," designed to steal sensitive information and perpetrate business email compromise, ransomware, and financial fraud against Microsoft customers, Health-ISAC member organizations, and the public.

3. There is good cause to believe that RaccoonO365 Defendants target Microsoft's customers, Health-ISAC member organizations, and the general public. RaccoonO365 Defendants manufacture, sell, and facilitate the deployment of pre-packaged sets of tools

("phishing kits") that enable other cybercriminals to launch phishing attacks with relative ease. This business model of selling phishing kits and services for use by other cybercriminals is also referred to as "Phishing-as-a-Service" or "PhaaS."

4. There is good cause to believe that RaccoonO365 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 Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962, 1962(d)), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), and constitute trespass to chattels, conversion, and unjust enrichment, and Plaintiffs, therefore, are likely to prevail on the merits of this action.

5. Microsoft owns the registered trademarks Microsoft®, Windows®, Microsoft 365®, Office365®, Office®, Microsoft Office®, SharePoint®, OneDrive®, Outlook®, and Azure® and numerous other trademarks used in connection with its services, software and products.

6. Health-ISAC is a membership organization comprised of public and private hospitals, ambulatory providers, health insurance payers, pharmaceutical/biotech manufacturers, laboratories, diagnostic, medical device manufacturers, medical schools, medical R&D organizations and other relevant health sector stakeholders. Health-ISAC represents the interests of its healthcare industry members in combating and defending against cyber threats that pose risk and loss to the industry.

7. There is good cause to believe that, unless RaccoonO365 Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from RaccoonO365 Defendants' ongoing violations. The evidence set forth in Plaintiffs' Memorandum of Law 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 of Jason Lyons, Nick Monaco, and Errol Weiss, and supporting exhibits, demonstrate that Plaintiffs are likely to prevail on their claim that RaccoonO365 Defendants have engaged in violations of the foregoing law by:

- a. Intentionally accessing the protected computers and computer networks of Microsoft and the customers of Microsoft, without authorization or exceeding authorization, in order to steal and exfiltrate information from those computers and computer networks;
- b. Engaging in phishing operations to steal credentials from unsuspecting victims who are tricked into believing they are accessing legitimate websites;
- c. Developing mechanisms to circumvent technological security protocols;
- d. Intentionally accessing, without authorization, the email inboxes of Microsoft customers, to support credentials theft, information exfiltration, and subsequent end-user terminal attacks which include business email compromise, ransomware, and financial fraud;
- e. Operating a Racketeering Enterprise by leveraging each other’s work to: (i) create, distribute, and operate the phishing technical infrastructure, (ii) sell, distribute, and use RaccoonO365 branded phishing kits, (iii) to steal credentials from victims, and (iv) gain access to victim computers to further additional criminal activities like financial fraud, business email compromise, and deploying ransomware.
- f. Infringing the protected marks of Plaintiffs for the purpose of causing confusion or mistake, whereby the victims of RaccoonO365 Defendants’ attacks mistakenly associate such conduct with Plaintiffs.

8. There is good cause to believe that if such conduct continues, irreparable harm will occur to Microsoft, Microsoft’s customers, Health-ISAC member organizations, and the public. There is good cause to believe that RaccoonO365 Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court.

9. 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, distribution, deployment, or use of the RaccoonO365-branded phishing kits by RaccoonO365 Defendants 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 RaccoonO365 Defendants' misconduct available via those domains, including on victims targeted by RaccoonO365 Defendants, if they receive advance notice of this action. Based on the evidence cited in Plaintiffs' TRO Application and accompanying declarations and exhibits, Plaintiffs are likely to be able to prove that:

- a. RaccoonO365 Defendants are engaged in activities that directly violate United States law and harm Microsoft, its customers, Health-ISAC member organizations, and the public;
- b. RaccoonO365 Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;
- c. RaccoonO365 Defendants are likely to delete or to relocate Internet infrastructure in Plaintiffs' TRO Application and the harmful and malicious phishing kits disseminated through the Internet domains listed in **Appendix A**, thereby permitting them to continue their illegal acts; and
- d. RaccoonO365 Defendants are likely to warn their associates engaged in such activities if informed of Plaintiffs' action.

10. Plaintiffs' request for this emergency *ex parte* relief is not the result of any lack of diligence on Plaintiffs' part, but instead, is based upon the nature of RaccoonO365 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 RaccoonO365 Defendants, and accordingly, Plaintiffs are relieved of the duty to provide RaccoonO365 Defendants with prior notice of Plaintiffs' motion and requested relief.

11. There is good cause to believe that RaccoonO365 Defendants have operated their phishing operations through certain instrumentalities – specifically through the website domains identified in **Appendix A**.

12. There is good cause to believe that RaccoonO365 Defendants have (i) engaged in illegal activity by using the domain registration facilities of the domain registries identified in **Appendix A**, to register the Internet domains identified in **Appendix A**, (ii) violated Plaintiffs' trademarks in order to: (iii) deceive Plaintiffs' customers to steal credentials for their email accounts, infiltrate the email systems, and have unfettered access to the contents of those email accounts for purposes of data exfiltration and the perpetration of further cybercrime.

13. There is good cause to believe that RaccoonO365 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.

14. There is good cause to believe that to immediately halt the injury caused by RaccoonO365 Defendants, they must be prohibited from accessing Plaintiffs' services without authorization, prohibited from the unlawful intrusion and data theft of the victims' email accounts, from using Plaintiffs' marks to perpetrate their unlawful and criminal scheme, and prevented from using the Internet domains identified in **Appendix A** to operate the Internet infrastructure to further its phishing operation.

15. There is good cause to believe that RaccoonO365 Defendants have engaged in illegal activity using the Internet domains identified in **Appendix A** to carry out their illegal phishing campaign. There is good cause to believe that to immediately halt the injury caused by RaccoonO365 Defendants, each of RaccoonO365 Defendants' domains set forth in **Appendix A** must be immediately transferred beyond the control of RaccoonO365 Defendants' criminal operation, thus making them inaccessible to RaccoonO365 Defendants.

16. 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 Plaintiffs and by the domain registries

identified in **Appendix A** on such date and time within three (3) days of this Order as may be reasonably requested by Plaintiffs.

17. There is good cause to believe that RaccoonO365 Defendants have specifically directed their activities to the Southern District of New York.

18. There is good cause to believe that if RaccoonO365 Defendants are provided advance notice of Plaintiffs' TRO Application or this Order, they would move RaccoonO365 Defendants' infrastructure, allowing them to continue their misconduct and that they would destroy, move, hide, conceal, or otherwise make inaccessible to the Court evidence of their misconduct, RaccoonO365 Defendants' infrastructure's activity, the infringing materials, the instrumentalities used to make the infringing materials, and the records evidencing the manufacture and distributing of the infringing materials.

19. 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 RaccoonO365 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 RaccoonO365 Defendants to RaccoonO365 Defendants' domain registrars and hosting companies and as agreed to by RaccoonO365 Defendants in their domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon RaccoonO365 Defendants, to the extent RaccoonO365 Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon RaccoonO365

Defendants, to the extent RaccoonO365 Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

20. There is good cause to believe that RaccoonO365 Defendants have no legitimate interest in carrying out their cybercriminal activities.

21. There is good cause to believe that the harm to Plaintiffs in denying the relief requested in their TRO Application outweighs any harm to any legitimate interest of RaccoonO365 Defendants (of which there is none) and that there is no undue burden to any third party.

**TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** that RaccoonO365 Defendants, their representatives, and persons who are in active concert or participation with RaccoonO365 Defendants and associated criminal operation, are temporarily restrained and enjoined from: (1) intentionally accessing the protected computers without authorization, (2) engaging in phishing campaigns, (3) stealing credentials from victims of phishing campaigns, (4) using the credentials to access the email inboxes of victims, (4) unlawfully accessing, viewing, exfiltrating, or otherwise stealing the contents of the compromised email inboxes, (5) capitalizing on the trademarks of Plaintiffs to fabricate legitimacy of the phishing campaign, (6) misappropriating that which rightfully belongs to Microsoft, its customers, or in which Microsoft or its customers have a proprietary interest; (7) destroying the goodwill and reputation of Plaintiffs, (8) impersonating Plaintiffs, their systems, products, and services, (9) configuring, deploying, operating, or otherwise participating in or facilitating infrastructure described in the TRO Application, including but not limited to the Internet domains set forth in **Appendix A** and through any other component or element of RaccoonO365 Defendants' illegal infrastructure at any location, including infrastructure

RaccoonO365 Defendants may attempt to rebuild, and (10) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, Health-ISAC member organizations, or the public.

**IT IS FURTHER ORDERED** that, RaccoonO365 Defendants, their representatives, and persons who are in active concert or participation with RaccoonO365 Defendants and associated criminal operation are temporarily restrained and enjoined from (1) using and infringing Plaintiffs' trademarks, including specifically Microsoft's registered trademarks Microsoft®, Windows®, Microsoft 365®, Office365®, Office®, Microsoft Office®, SharePoint®, OneDrive®, Outlook®, and Azure®, and/or other trademarks, trade names, service marks, or Internet domain addresses or names containing or infringing such trademarks, trade names or service marks, as set forth in **Appendix B** to this Order; (2) using in connection with RaccoonO365 Defendants' activities, products, or services any false or deceptive designation, representation or description of RaccoonO365 Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Plaintiffs or give RaccoonO365 Defendants an unfair competitive advantage or result in deception of consumers; or (3) acting in any other manner which suggests in any way that RaccoonO365 Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Plaintiffs, or passing off RaccoonO365 Defendants' activities, products or services as Plaintiffs'.

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

A. Within three (3) 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 three (3) 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 information or account details necessary to effectuate the foregoing.

B. The domain registries 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 registries shall take reasonable steps to work with Microsoft to ensure the transfer of the domain and to ensure that RaccoonO365 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 this Order;

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](mailto:domains@microsoft.com)

Name Server Information: ns2246a.microsoftinternetsafety.net,  
ns2246b.microsoftinternetsafety.net

E. Prevent transfer, modification or deletion of the domain by RaccoonO365 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.

2. With regard to the domain registries and registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions as the foregoing so as to neutralize the threat posed by RaccoonO365 Defendants to the citizens of all countries, including their own. RaccoonO365 Defendants, their representatives and persons who are in active concert or participation with them are ordered to consent to whatever actions are necessary for non-United States registries, registrars and registrants or hosts, set forth in Appendix A to this Order, to effectuate this request.

**IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) <sup>by no later than September 6, 2025</sup> transmission by email, facsimile, mail and/or personal delivery to the contact information provided by RaccoonO365 Defendants to their domain registrars and/or hosting companies and as agreed to by RaccoonO365 Defendants in the domain registration and/or hosting agreements, (2) <sup>by no later than September 6, 2025</sup> publishing notice on a publicly available Internet website, (3) <sup>by no later than September 10, 2025</sup> personal delivery upon Defendants, to the extent RaccoonO365 Defendants provided accurate contact information <sup>as soon as reasonably convenient</sup> in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon RaccoonO365 Defendants, to the extent they 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 RaccoonO365 Defendants shall appear before this Court on September 11, 2025 at 4:00 a.m. (p.m.) to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against RaccoonO365 Defendants, enjoining RaccoonO365 Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

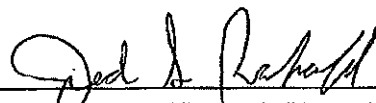
*in Courtroom 14B at the US Courthouse at 500 Pearl St, New York, NY*

**IT IS FURTHER ORDERED** that Microsoft, on behalf of Plaintiffs, shall post bond in the amount of \$ 10,000 to be paid into the Court registry by no later than 6:00 pm on September 2, 2025.

**IT IS FURTHER ORDERED** that RaccoonO365 Defendants shall file with the Court and serve on Plaintiffs' counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than two (2) days prior to the hearing on Plaintiffs' request for a preliminary injunction. Plaintiffs may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for RaccoonO365 Defendants no later than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Eastern Standard Time) on the appropriate dates listed in this paragraph.

**IT IS SO ORDERED**

Entered this 17 day of August, 2025  
at 6:00 pm

  
UNITED STATES DISTRICT JUDGE  
Hon. Jed S. Rakoff

# **EXHIBIT 8**

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

Microsoft Corporation, a Washington State Corporation and LF Projects, LLC, a Delaware State Series Limited Liability Company,

Plaintiffs,

v.

Abanoub Nady (also known as MRxCODER),

and

John Does 1-4, Controlling A Computer Network and Thereby Injuring Plaintiffs and Its Customers,

Defendants.

Civil Action No. 1:24-cv-2013

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

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

Plaintiffs Microsoft Corporation (“Microsoft”) and LF Projects, LLC (“LF Projects”) have filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (3) Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(d); (4) The Electronic Communications Privacy Act, 18 U.S.C. § 2701; (5) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (6) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 et seq.; (7) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c); (8) common law trespass to chattels; (9) conversion; and (10) unjust enrichment. Plaintiffs have 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 Plaintiffs' *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 Abanoub Nady and John Does 1-4 ("Fake ONNX Defendants") under the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (3) Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(d); (4) The Electronic Communications Privacy Act, 18 U.S.C. § 2701; (5) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (6) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (7) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c); (8) common law trespass to chattels; (9) conversion; and (10) unjust enrichment.

2. There is good cause to believe that Fake ONNX Defendants manufacture and sell illegal phishing kits deceptively branded as "ONNX" designed to steal sensitive information and perpetrate business email compromise, ransomware, and financial fraud against Microsoft customers.

3. There is good cause to believe that Fake ONNX Defendants target Microsoft's customers, including LF Projects, and the general public. Fake ONNX Defendants manufacture,

sell, and facilitate the deployment of pre-packaged sets of tools (“phishing kits”) that enable other cybercriminals to launch phishing attacks with relative ease. This business model of selling phishing kits and services for use by other cybercriminals is also referred to as “Phishing-as-a-Service” or “PhaaS.”

4. There is good cause to believe that Fake ONNX 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 Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962, 1962(d)), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), and constitute trespass to chattels, conversion, and unjust enrichment, and Plaintiffs, therefore, are likely to prevail on the merits of this action.

5. Microsoft owns the registered trademarks Microsoft®, Windows®, Microsoft 365®, Office365®, Office®, Microsoft Office®, SharePoint®, OneDrive®, Outlook®, Microsoft Exchange Server®, Teams®, Microsoft Defender®, Windows Vista®, Sway®, and Azure® and numerous other trademarks used in connection with its services, software and products.

6. LF Projects is a collection of limited liability companies that owns the registered trademarks associated with technology projects and ecosystems. LF Projects owns the trademarks for both the “ONNX” name and logo. These are linked to a project under LF Projects known as the Open Neural Network Exchange, or “ONNX.”

7. There is good cause to believe that, unless Fake ONNX Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from Fake ONNX Defendants’ ongoing violations. The evidence set forth in Plaintiffs’ Memo 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 of Jason Lyons, Michael Dolan, Jeffrey L. Poston, and supporting exhibits, demonstrates that Plaintiffs are likely to prevail on its claim that Fake ONNX Defendants have engaged in violations of the foregoing law by:**

- a. Intentionally accessing the protected computers and computer networks of Microsoft and the customers of Microsoft, without authorization or exceeding authorization, in order to steal and exfiltrate information from those computers and computer networks;**
- b. Engaging in phishing operations to steal credentials from unsuspecting victims who are tricked into believing they are accessing legitimate websites;**
- c. Developing mechanisms to circumvent technological security protocols;**
- d. Intentionally accessing, without authorization, the email inboxes of Microsoft customers, to support credentials theft, information exfiltration, and subsequent end-user terminal attacks which include business email compromise, ransomware, and financial fraud;**
- e. Operating a Racketeering Enterprise by leveraging each other’s work to: (i) create, distribute, and operate the phishing technical infrastructure, (ii) sell, distribute, and use ONNX-branded phishing kits, (iii) to steal credentials from victims, and (iv) gain access to victim computers to further additional criminal activities like financial fraud, business email compromise, and deploying ransomware.**
- f. Infringing the protected marks of Plaintiffs for the purpose of causing confusion or mistake, whereby the victims of Fake ONNX Defendants’ attacks mistakenly associate such conduct with Plaintiffs.**

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

**9. 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, distribution, deployment, or use of the ONNX-branded phishing kits by Fake ONNX Defendants 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 Fake ONNX Defendants' misconduct available via those domains, including on victims targeted by Fake ONNX Defendants, if they receive advance notice of this action. Based on the evidence cited in Plaintiffs' TRO Application and accompanying declarations and exhibits, Plaintiffs are likely to be able to prove that:

- a. Fake ONNX Defendants are engaged in activities that directly violate United States law and harm Microsoft, its customers, LF Projects, and the public;
- b. Fake ONNX Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;
- c. Fake ONNX Defendants are likely to delete or to relocate Internet infrastructure in Plaintiffs' TRO Application and the harmful and malicious phishing kits disseminated through the Internet domains listed in Appendix A, thereby permitting them to continue their illegal acts; and
- d. Fake ONNX Defendants are likely to warn their associates engaged in such activities if informed of Plaintiffs' action.

10. Plaintiffs' request for this emergency *ex parte* relief is not the result of any lack of diligence on Plaintiffs' part, but instead, is based upon the nature of Fake ONNX 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 Fake ONNX Defendants, and accordingly, Plaintiffs are relieved of the duty to provide Fake ONNX Defendants with prior notice of Plaintiffs' motion and requested relief.

11. There is good cause to believe that Fake ONNX Defendants have operated their phishing operations through certain instrumentalities – specifically through the website domains identified in Appendix A.

12. There is good cause to believe that Fake ONNX Defendants have (i) engaged in illegal activity by using the domain registration facilities of the domain registries identified in

**Appendix A**, to register the Internet domains identified in **Appendix A**, (ii) violated Plaintiffs' trademarks in order to: (iii) deceive Plaintiffs' customers to steal credentials for their email accounts, infiltrate the email systems, and have unfettered access to the contents of those email accounts for purposes of data exfiltration.

13. There is good cause to believe that Fake ONNX 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.

14. There is good cause to believe that to immediately halt the injury caused by Fake ONNX Defendants, they must be prohibited from accessing Plaintiffs' services without authorization, prohibited from the unlawful intrusion and data theft of the victims' email accounts, from using Plaintiffs' marks to perpetrate their unlawful and criminal scheme, and prevented from using the Internet domains identified in **Appendix A** to operate the Internet infrastructure to further its phishing operation.

15. There is good cause to believe that Fake ONNX Defendants have engaged in illegal activity using the Internet domains identified in **Appendix A** to carry out their illegal phishing campaign. There is good cause to believe that to immediately halt the injury caused by Fake ONNX Defendants, each of Fake ONNX Defendants' domains set forth in **Appendix A** must be immediately transferred beyond the control of Fake ONNX Defendants' criminal operation, thus making them inaccessible to Fake ONNX Defendants.

16. 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 Plaintiffs and by the domain registries identified in **Appendix A** on such date and time within five (5) days of this Order as may be reasonably requested by Plaintiffs.

17. There is good cause to believe that Fake ONNX Defendants have specifically directed their activities to Eastern District of Virginia.

18. There is good cause to believe that if Fake ONNX Defendants are provided advance notice of Plaintiffs' TRO Application or this Order, they would move Fake ONNX Defendants' infrastructure, allowing them to continue their misconduct and that they would destroy, move, hide, conceal, or otherwise make inaccessible to the Court evidence of their misconduct, Fake ONNX Defendants' infrastructure's activity, the infringing materials, the instrumentalities used to make the infringing materials, and the records evidencing the manufacture and distributing of the infringing materials.

19. 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 Fake ONNX 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 Fake ONNX Defendants to Fake ONNX Defendants' domain registrars and hosting companies and as agreed to by Fake ONNX Defendants in their domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Fake ONNX Defendants, to the extent Fake ONNX Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Fake ONNX Defendants, to the extent Fake ONNX Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

20. There is good cause to believe that Fake ONNX Defendants have no legitimate interest in carryout their cybercriminal activities.

21. There is good cause to believe that the harm to Plaintiffs in denying the relief requested in their TRO Application outweighs any harm to any legitimate interest of Fake ONNX Defendants (of which there is none) and that there is no undue burden to any third party.

**TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** that, Fake ONNX Defendants, their representatives, and persons who are in active concert or participation with Fake ONNX Defendants and associated criminal operation, are temporarily restrained and enjoined from: (1) intentionally accessing the protected computers without authorization, (2) engaging in phishing campaigns, (3) stealing credentials from victims of phishing campaigns, (4) using the credentials to access the email inboxes of victims, (4) unlawfully accessing, viewing, exfiltrating, or otherwise stealing the contents of the compromised email inboxes, (5) capitalizing on the trademarks of Plaintiffs to fabricate legitimacy of the phishing campaign, (6) misappropriating that which rightfully belongs to Microsoft, its customers, or in which Microsoft or its customers have a proprietary interest; (7) destroying the goodwill and reputation of Plaintiffs, (8) impersonating Plaintiffs, their systems, products, and services, (9) configuring, deploying, operating, or otherwise participating in or facilitating infrastructure described in the TRO Application, including but not limited to the Internet domains set forth in Appendix A and through any other component or element of Fake ONNX Defendants' illegal infrastructure at any location, including infrastructure Fake ONNX Defendants may attempt to rebuild, and (10) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, LF Projects, or the public.

**IT IS FURTHER ORDERED** that, Fake ONNX Defendants, their representatives, and

persons who are in active concert or participation with Fake ONNX Defendants and associated criminal operation are temporarily restrained and enjoined from (1) using and infringing Plaintiffs' trademarks, including specifically Microsoft's registered trademarks Microsoft®, Windows®, Microsoft 365®, Office365®, Office®, Microsoft Office®, SharePoint®, OneDrive®, Outlook®, Microsoft Exchange Server®, Teams®, Microsoft Defender®, Windows Vista®, Sway®, and Azure®, and the trademarks of LF Projects, and its projects, including specifically the Open Neural Network Exchange's registered trademarks and its logo, and/or other trademarks, trade names, service marks, or Internet domain addresses or names containing or infringing such trademarks, trade names or service marks, as set forth in Appendix B and C to this Order; (2) using in connection with Fake ONNX Defendants' activities, products, or services any false or deceptive designation, representation or description of Fake ONNX Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Plaintiffs or give Fake ONNX Defendants an unfair competitive advantage or result in deception of consumers; or (3) acting in any other manner which suggests in any way that Fake ONNX Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Plaintiffs, or passing off Fake ONNX Defendants' activities, products or services as Plaintiffs'.

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

A. Within five (5) business days of receipt of this Order, shall unlock and change the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. To the extent the registrar of record does not assist in changing the registrar of record for the domain under its control, the domain registry for the domain, or its administrators, including

backend registry operators or administrators, within five (5) business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. The purpose of this paragraph is to ensure that Microsoft has control over the hosting and administration of the domain in its registrar account at MarkMonitor or such other registrar specified by Microsoft. Microsoft shall provide to the domain registry or registrar of record any requested information or account details necessary to effectuate the foregoing.

B. The domain registries 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 registries shall take reasonable steps to work with Microsoft to ensure the transfer of the domain and to ensure that Fake ONNX 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 this Order;

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 Fake ONNX 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.

2. With regard to the domain registries and registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions as the foregoing so as to neutralize the threat posed by Fake ONNX Defendants to the citizens of all countries, including their own. Fake ONNX Defendants, their representatives and persons who are in active concert or participation with them are ordered to consent to whatever actions are necessary for non-United States registries, registrars and registrants or hosts, set forth in **Appendix A** to this Order, to effectuate this request.

**IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Fake ONNX Defendants to their domain registrars and/or hosting companies and as agreed to by Fake ONNX 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 Fake ONNX Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Fake ONNX Defendants, to the extent they 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 Fake ONNX Defendants shall appear before this Court on December 4, 2024 at 1:00 p.m., to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling

on the Complaint against Fake ONNX Defendants, enjoining Fake ONNX Defendants from the conduct temporarily restrained by the preceding provisions of this Order. Due to the Thanksgiving holiday and this Court's schedule, this order shall remain in place until that date.

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

**IT IS FURTHER ORDERED** that Fake ONNX Defendants shall file with the Court and serve on Plaintiffs' any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than two (2) days prior to the hearing on Plaintiffs' request for a preliminary injunction. Plaintiffs may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for Fake ONNX Defendants no later than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Eastern Standard Time) on the appropriate dates listed in this paragraph.

**IT IS SO ORDERED**

Entered this 13 day of November, 2024

  
UNITED STATES DISTRICT JUDGE  
ED VA

# **EXHIBIT 9**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

Microsoft Corporation, a Washington State  
Corporation, NGO-ISAC, a New York State  
Non-Profit Organization,

Plaintiffs,

v.

John Does 1-2, Controlling A Computer  
Network and Thereby Injuring Plaintiff and Its  
Customers,

Defendants.

Civil Action No.: 24-2719 (RC)

**FILED UNDER SEAL PURSUANT TO  
LOCAL RULE 5.1**

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

Plaintiffs Microsoft Corporation (“Microsoft”) and NGO Information Sharing and Analysis Center (“NGO-ISAC”) have 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) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (4) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (5) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c) (6) Common Law Trespass to Chattels; (7) Conversion; and (8) Unjust Enrichment. Plaintiffs have 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 Plaintiffs’ *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 1-2 (“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), and the common law of trespass to chattels, conversion, and unjust enrichment.

2. There is good cause to believe that John Does 1-2 operate a sophisticated Russia-based, cybercriminal operation known as “Star Blizzard.”

3. There is good cause to believe that Star Blizzard targets Microsoft’s customers, including NGO-ISAC and its member organizations, and the general public, that work to oppose the Russian government and are adverse to Russia’s interests or global and domestic policy (such as its invasion of Ukraine).

4. There is good cause to believe that the Star Blizzard Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), and constitute trespass to chattels, conversion, and unjust enrichment, and Plaintiffs, therefore, are likely to prevail on the merits of this action.

5. Microsoft owns the registered trademarks Microsoft, Microsoft corporate logo, Outlook, OneDrive, Microsoft Word and Office 365 and numerous other trademarks used in connection with its services, software and products.

6. NGO-ISAC is an organization that has organizational standing to bring claims on

behalf of its member organization. NGO-ISAC's members, including the Carnegie Corporation of New York, owns registered trademarks in its names and logos used in connection with its nonprofit work.

7. There is good cause to believe that, unless the Star Blizzard Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Star Blizzard Defendants' ongoing violations. The evidence set forth in Plaintiffs' 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 of Sean Ensz, Jan Gottesman, Yotaro Sherman, and Natalia Krapiva, and supporting exhibits, demonstrates that Plaintiffs are likely to prevail on its claim that the Star Blizzard Defendants have engaged in violations of the foregoing law by:

- a. Intentionally accessing the protected computers and computer networks of Microsoft and the customers of Microsoft, including NGO-ISAC, and NGO-ISAC's member organizations, without authorization or exceeding authorization, in order to steal and exfiltrate information from those computers and computer networks;
- b. Engaging in spear phishing operations to steal credentials from unsuspecting victims who are tricked into believing they are accessing legitimate websites;
- c. Intentionally accessing, without authorization, the email inboxes of Microsoft customers, NGO-ISAC, NGO-ISAC's member organization in order to view and exfiltrate sensitive data including email contents, attachments to emails, and contact lists for the purpose of data theft;
- d. Infringing the protected marks of Plaintiffs for the purpose of causing confusion or mistake, whereby the victims of the Star Blizzard Defendants' attacks mistakenly believe that such conduct is endorsed by Plaintiffs.

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

9. 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 Star Blizzard 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 the Star Blizzard Defendants' misconduct available via those domains, including on user computers infected by the Star Blizzard Defendants, if they receive advance notice of this action. Based on the evidence cited in Plaintiffs' TRO Application and accompanying declarations and exhibits, Plaintiffs are likely to be able to prove that:

- a. The Star Blizzard Defendants are engaged in activities that directly violate United States law and harm Microsoft, its customers, NGO-ISAC, its member organizations, and the public;
- b. The Star Blizzard Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;
- c. The Star Blizzard Defendants are likely to delete or to relocate the command and control software at issue in Plaintiffs' TRO Application and the harmful and malicious software disseminated through the Internet domains listed in **Appendix A**, thereby permitting them to continue their illegal acts; and
- d. The Star Blizzard Defendants are likely to warn their associates engaged in such activities if informed of Plaintiffs' action.

10. Plaintiffs' request for this emergency *ex parte* relief is not the result of any lack of diligence on Plaintiffs' part, but instead, is based upon the nature of the Star Blizzard 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 the Star Blizzard Defendants, and accordingly, Plaintiffs are relieved of the duty to provide the Star Blizzard Defendants with prior notice of Plaintiffs' motion and requested relief.

11. There is good cause to believe that the Star Blizzard Defendants have operated their spearphishing campaigns through certain instrumentalities – specifically through the website domains identified in **Appendix A**.

12. There is good cause to believe that the Star Blizzard Defendants have (i) engaged in illegal activity by using the domain registration facilities of the domain registries identified in **Appendix A**, to register the Internet domains identified in **Appendix A**, (ii) violated Plaintiffs' trademarks in order to: (iii) deceive Plaintiffs' customers to steal credentials for their email accounts, infiltrate the email systems, and have unfettered access to the contents of those email accounts for purposes of data exfiltration.

13. There is good cause to believe that the Star Blizzard 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.

14. There is good cause to believe that to immediately halt the injury caused by the Blizzard Defendants, they must be prohibited from accessing Plaintiffs' services without authorization, prohibited from the unlawful intrusion and data theft of the victims' email accounts, from using Plaintiffs' marks to perpetrate their unlawful and criminal scheme, and prevented from using the Internet domains identified in **Appendix A** to operate the command and control infrastructure to further its spear phishing operation.

15. There is good cause to believe that the Star Blizzard Defendants have engaged in illegal activity using the Internet domains identified in **Appendix A** to carry out their illegal spear phishing campaign. There is good cause to believe that to immediately halt the injury caused by the Star Blizzard Defendants, each of Star Blizzard's domains set forth in **Appendix A** must be immediately transferred beyond the control of the Star Blizzard criminal operation, thus making

them inaccessible to the Star Blizzard Defendants.

16. 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 Plaintiffs and by the domain registries identified in **Appendix A** on such date and time within five (5) days of this Order as may be reasonably requested by Plaintiffs.

17. There is good cause to believe that the Star Blizzard Defendants have specifically directed their activities in the District of Columbia.

18. There is good cause to believe that if the Star Blizzard Defendants are provided advance notice of Plaintiffs' TRO Application or this Order, they would move the Star Blizzard Defendants' infrastructure, allowing them to continue their misconduct and that they would destroy, move, hide, conceal, or otherwise make inaccessible to the Court evidence of their misconduct, the Star Blizzard Defendants' infrastructure's activity, the infringing materials, the instrumentalities used to make the infringing materials, and the records evidencing the manufacture and distributing of the infringing materials.

19. 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 the Star Blizzard 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 the Star Blizzard Defendants to the Star Blizzard Defendants' domain registrars and hosting companies and as agreed to by the Star Blizzard Defendants in their domain registration and/or hosting agreements, (2) publishing notice on a publicly available

Internet website, (3) by personal delivery upon the Star Blizzard Defendants, to the extent the Star Blizzard Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon the Star Blizzard Defendants, to the extent the Star Blizzard Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

20. There is good cause to believe that the Star Blizzard Defendants have no legitimate interest in carrying out their cybercriminal activities.

21. There is good cause to believe that the harm to Plaintiffs in denying the relief requested in their TRO Application outweighs any harm to any legitimate interest of the Star Blizzard Defendants (of which there is none) and that there is no undue burden to any third party.

**TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** that, the Star Blizzard Defendants, their representatives, and persons who are in active concert or participation with the Star Blizzard Defendants and associated criminal operation, are temporarily restrained and enjoined from: (1) intentionally accessing the protected computers without authorization, (2) engaging in spear phishing campaigns, (3) stealing credentials from victims of spear phishing campaigns, (4) using the credentials to access the email inboxes of victims, (4) unlawfully accessing, viewing, exfiltrating, or otherwise stealing the contents of the compromised email inboxes, (5) capitalizing on the trademarks of Plaintiffs to fabricate legitimacy of the spear phishing campaign, (6) misappropriating that which rightfully belongs to Microsoft, its customers, or in which Microsoft or its customers have a proprietary interest; (7) destroying the goodwill and reputation of Plaintiffs, (8) impersonating Plaintiffs, their systems, products, and services, (9) configuring, deploying, operating, or otherwise participating in or facilitating infrastructure described in the TRO

Application, including but not limited to the Internet domains set forth in **Appendix A** and through any other component or element of the Star Blizzard Defendants' illegal infrastructure at any location, including infrastructure that the Star Blizzard Defendants may attempt to rebuild, and (10) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, NGO-ISAC, its member organizations, or the public.

**IT IS FURTHER ORDERED** that, the Star Blizzard Defendants, their representatives, and persons who are in active concert or participation with the Star Blizzard Defendants and associated criminal operation are temporarily restrained and enjoined from (1) using and infringing Plaintiffs' trademarks, including specifically Microsoft's registered trademarks Microsoft, Microsoft corporate logo, OneDrive, Outlook, Microsoft Word and Office 365 and the trademarks of NGO-ISAC's member organizations, including specifically Carnegie Corporation's register trademarks Carnegie Corporation of New York and its corporate logo, and/or other trademarks, trade names, service marks, or Internet domain addresses or names containing or infringing such trademarks, trade names or service marks, as set forth in **Appendix B and C** to this Order; (2) using in connection with the Star Blizzard Defendants' activities, products, or services any false or deceptive designation, representation or description of the Star Blizzard Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Plaintiffs or give the Star Blizzard Defendants an unfair competitive advantage or result in deception of consumers; or (3) acting in any other manner which suggests in any way that the Star Blizzard Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Plaintiffs, or passing off the Star Blizzard Defendants' activities, products or services as Plaintiffs'.

**IT IS FURTHER ORDERED** that, with respect to any currently registered Internet

domains set forth in **Appendix A** to this Order, the domain registries located in the United States shall take the following actions:

A. Within three (3) 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 three (3) 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 information or account details necessary to effectuate the foregoing.

B. The domain registries 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 registries shall take reasonable steps to work with Microsoft to ensure the transfer of the domain and to ensure that the Star Blizzard 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 this Order;

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 the Star Blizzard 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.

2. With regard to the domain registries and registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions as the foregoing so as to neutralize the threat posed by the Star Blizzard Defendants to the citizens of all countries, including their own. The Star Blizzard Defendants, their representatives and persons who are in active concert or participation with them are ordered to consent to whatever actions are necessary for non-United States registries, registrars and registrants or hosts, set forth in **Appendix A** to this Order, to effectuate this request.

**IT IS FURTHER ORDERED** that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by the Star Blizzard Defendants to their domain registrars and/or hosting companies and as agreed to by the Star Blizzard 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 the Star Blizzard Defendants provided accurate contact

information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon the Star Blizzard Defendants, to the extent they 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 Star Blizzard Defendants shall appear before this Court on October 8, 2024 at 11:00 a.m., to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against the Star Blizzard Defendants, enjoining the Star Blizzard Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

**IT IS FURTHER ORDERED** that Microsoft, on behalf of Plaintiffs, shall post bond in the amount of \$15,000 to be paid into the Court registry.

**IT IS FURTHER ORDERED** that the Star Blizzard Defendants shall file with the Court and serve on Plaintiffs any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than two (2) days prior to the hearing on Plaintiffs' request for a preliminary injunction. Plaintiffs may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for the Star Blizzard Defendants no later than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Eastern Standard Time) on the appropriate dates listed in this paragraph.

**IT IS SO ORDERED**

Entered this 25<sup>th</sup> day of September, 2024

  
\_\_\_\_\_  
**RUDOLPH CONTRERAS**  
UNITED STATES DISTRICT JUDGE

# **EXHIBIT 10**

JUDGE FALLA

23 CV 10685

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
MICROSOFT CORPORATION,	:	
	:	
Plaintiff,	:	Case No.
-against-	:	
	:	
DUONG DINH TU,	:	
LINH VAN NGUYEN, and	:	
TAI VAN NGUYEN,	:	<u>REQUEST TO FILE UNDER SEAL</u>
	:	
Defendants.	:	
-----X	:	

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~~PROPOSED~~ <sup>q</sup> EMERGENCY *EX PARTE* TEMPORARY RESTRAINING ORDER AND  
ORDER TO SHOW CAUSE

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Plaintiff Microsoft Corp. (“Microsoft”) has filed a Complaint for injunctive and other relief for (1) violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (2) trademark infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (3) false designation of origin, federal false advertising, and federal unfair competition under the Lanham Act, 15 U.S.C. § 1125(a); (4) trademark dilution under the Lanham Act, 15 U.S.C. § 1125(c); (5) tortious interference with business relationships; (6) conversion; (7) trespass to chattels; and (8) unjust enrichment. Plaintiff has also moved *ex parte* for an emergency temporary restraining order pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(d) (the Lanham Act) and 28 U.S.C. § 1651(a) (the All Writs Act), and an order to show cause why a preliminary injunction should not be granted.

**I. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Plaintiff's Motion for an Emergency *Ex Parte* Temporary Restraining Order and Order to Show Cause Regarding Preliminary Injunction ("TRO Motion"), 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 adequately states claims upon which relief may be granted against Defendants for (1) violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (2) trademark infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (3) false designation of origin, federal false advertising, and federal unfair competition under the Lanham Act, 15 U.S.C. § 1125(a); (4) trademark dilution under the Lanham Act, 15 U.S.C. § 1125(c); (5) tortious interference with business relationships; (6) conversion; (7) trespass to Chattels; and (8) unjust enrichment.

2. Microsoft owns the following registered trademarks: (1) Outlook launch icon mark, (2) Outlook word mark, and (3) Hotmail word mark. Copies of the trademark registrations for the Microsoft marks are attached as **Appendix B** to the Complaint.

3. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that constitute (1) violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (2) trademark infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (3) false designation of origin, federal false advertising, and federal unfair competition under the Lanham Act, 15 U.S.C. § 1125(a); (4) trademark dilution under the Lanham

Act, 15 U.S.C. § 1125(c); (5) tortious interference with business relationships; (6) conversion; (7) trespass to chattels; and (8) unjust enrichment.

4. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from Defendants' ongoing (1) violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962; (2) trademark infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (3) false designation of origin, federal false advertising, and federal unfair competition under the Lanham Act, 15 U.S.C. § 1125(a); (4) trademark dilution under the Lanham Act, 15 U.S.C. § 1125(c); (5) tortious interference with business relationships; (6) conversion; (7) trespass to chattels; and (8) unjust enrichment. The evidence set forth in Plaintiff's TRO Motion and the accompanying declarations and exhibits demonstrates that Plaintiff is likely to prevail on its claims that Defendants have engaged in violations of the foregoing laws, including by participating in the conduct and affairs of a criminal enterprise, hereinafter referred to as the "Fraudulent Enterprise," through a pattern of racketeering activity, by perpetrating an ongoing scheme to use Internet "bots" to hack into and deceive Microsoft's security systems into believing that they are legitimate human consumers of Microsoft services, open Microsoft Outlook email accounts in names of fictitious users, and sell those fraudulent accounts to cybercriminals for use as tools in perpetrating a wide variety of online crimes. There is good cause to believe that if such conduct continues, irreparable harm will occur to Plaintiff and the public, including Plaintiff's customers. There is good cause to believe that the Defendants are engaging, and will continue to engage, in such unlawful actions if not immediately restrained from doing so by Order of this Court.

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 the technological infrastructure used by the Fraudulent Enterprise to carry out its illegal objectives that is hosted at and otherwise operates through the Internet domains listed in **Appendix A**, through (1) VeriSign, Inc., as the manager and operator of 1stcaptcha.com, anycaptcha.com, and nonecaptcha.com; (2) Identity Digital Inc. (formerly Afilias Inc.), as the manager and operator of hotmailbox.me; (3) Cloudflare, Inc., as the service provider of 1stcaptcha.com, anycaptcha.com, nonecaptcha.com, and hotmailbox.me; (4) Cloud South, as the service provider of 1stcaptcha.com, anycaptcha.com, nonecaptcha.com, and hotmailbox.me, and (5) through the following Internet Protocol (“IP”) addressees, which are associated with Defendants’ Fraudulent Enterprise: 104.22.5.58, 104.22.4.58, 172.67.13.19, 104.26.11.230, 172.67.69.233, 172.67.12.153, 154.27.66.194, 154.27.66.246, 172.66.41.15, 172.66.42.241, 188.114.98.229, 104.26.13.192, 172.67.72.186, 104.26.12.192, 188.114.98.229, and 188.114.99.229 (“Defendants’ IP Addresses”), and from the destruction or concealment of other discoverable evidence of Defendants’ misconduct available at those locations if Defendants receive advance notice of this action. Based on the evidence cited in Plaintiff’s TRO Motion and accompanying declarations and exhibits, Plaintiff is likely to be able to prove that: (1) Defendants are engaged in activities that directly violate U.S. law and harm Plaintiff and the public, including Plaintiff’s customers; (2) Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests; (3) Defendants are likely to delete or relocate the Fraudulent Enterprise infrastructure at issue in Plaintiff’s TRO Motion and the harmful, malicious, and trademark-infringing products and services disseminated through Defendants’ IP Addresses and the domains listed in **Appendix A** and to warn their associates engaged in such activities if informed of Plaintiff’s action. Plaintiff’s request for this emergency *ex parte* relief is not the result of any lack of diligence on Plaintiff’s part, but instead is based upon the nature of Defendants’

unlawful conduct and the likelihood that notice of this action before the temporary restraining order sought by Plaintiff can be fully executed risks frustrating the relief sought. Therefore, in accordance with Fed. R. Civ. P. 65(b) and 15 U.S.C. § 1116(d), good cause and the interests of justice require that this Order be granted without prior notice to Defendants, and accordingly Plaintiff is relieved of the duty to provide Defendants with prior notice of Plaintiff's TRO Motion.

6. There is good cause to believe that Defendants have specifically directed their products and services to cybercriminals located in the Southern District of New York. There is also good cause to believe that, in carrying out their Fraudulent Enterprise, Defendants utilize an Internet Service Provider ("ISP") data center located in the Southern District of New York, as well as services provided by third parties located in the Southern District of New York, including payment processors and ISPs.

7. There is good cause to believe that Defendants have engaged in illegal activity using the data centers and/or Internet hosting providers identified in **Appendix A** to host the Hotmailbox and 1stCAPTCHA Websites, which Defendants use to operate and maintain their Fraudulent Enterprise.

8. There is good cause to believe that to immediately halt the injury caused by Defendants, data and evidence at Defendants' IP Addresses must be preserved and held in escrow pending further order of the court, Defendants' computing resources related to such IP addresses must then be disconnected from Defendants' infrastructure, Defendants must be prohibited from accessing Defendants' computer resources related to such IP addresses, and the data and evidence located on those computer resources must be secured and preserved.

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 Hotmailbox and

1stCAPTCHA Websites, which are used to maintain and operate the Defendants' Fraudulent Enterprise. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and prospective domains set forth in **Appendix A** must be immediately transferred to the control of Microsoft where they can be secured and thus made inaccessible to Defendants.

10. There is good cause to direct third-party Internet registries, registrars, data centers, and hosting providers with a presence in the United States to reasonably assist in the implementation of this Order and refrain from frustrating the implementation and purposes of this Order, pursuant to 28 U.S.C. § 1651(a) (the All Writs Act).

11. There is good cause to believe that if Defendants are provided advance notice of Plaintiff's TRO Motion or this Order, they would move the technological infrastructure supporting their Fraudulent Enterprise, permitting them to continue their misconduct, and would destroy, move, hide, conceal, or otherwise make inaccessible to the Court evidence of their misconduct, the Defendants' infrastructure's activity, the infringing materials, the instrumentalities used to make the infringing materials, and the records evidencing the manufacture and distributing of the infringing materials.

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, 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) personal delivery upon Defendants at any physical addresses in the United States provided to the data centers and Internet hosting providers; (2) personal delivery through the

Hague Convention on Service Abroad or other treaties upon Defendants who provided contact information outside the United States; (3) transmission by e-mail, electronic messaging addresses, facsimile, and mail to the known email and messaging addresses of Defendants and to their contact information provided by Defendants to the domain registrars, registries, data centers, Internet hosting providers, and website providers who host the software code associated with Defendants' IP Addresses or the domains identified in **Appendix A**; and (4) publishing notice to the Defendants on a publicly available Internet website.

13. There is good cause to believe that the harm to Plaintiff of denying the relief requested in their TRO Motion outweighs any harm to any legitimate interests of Defendants and that there is no undue burden to any third party.

**II. TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

**IT IS THEREFORE ORDERED** as follows:

14. Defendants, their representatives, and persons who are in active concert or participation with them are temporarily restrained and enjoined from: making or causing others to make false or misleading representations or omissions to obtain any access to any Microsoft accounts or services; using Internet "bots" to hack into Microsoft's security systems; using Internet "bots" to deceive Microsoft's security systems into believing that they are legitimate human consumers of Microsoft services; creating Microsoft Outlook email accounts in names of fictitious users or otherwise in violation of Microsoft's Services Agreement; selling those fraudulently-procured accounts to cybercriminals for use as tools in perpetrating a wide variety of online crimes;

and otherwise configuring, deploying, operating, or maintaining the Hotmailbox and 1stCAPTCHA Websites.

15. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from infringing or otherwise misappropriating Plaintiff's registered trademarks, as set forth in **Appendix B**.

16. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from using in connection with Defendants' activities any false or deceptive designation, advertisement, representation or description of Defendants' or of their representatives' activities, whether by symbols, words, designs or statements, which would damage or injure Plaintiff or give Defendants an unfair competitive advantage or result in deception of consumers.

IT IS FURTHER ORDERED, pursuant to the All Writs Act:

17. VeriSign, Inc., the manager and operator of the .com registry, shall change the registrar of record for 1stcaptcha.com, anycaptcha.com, and nonecaptcha.com in the .com registry to Plaintiff's registrar of choice, MarkMonitor, Inc., and that MarkMonitor, Inc., shall change the registrant of those domains to Plaintiff;

18. Identity Digital, (formerly Afilias Inc.), the manager and operator of the .me registry, shall change the registrar of record for hotmailbox.me in the .me registry to Plaintiff's registrar of choice, MarkMonitor, Inc., and that MarkMonitor, Inc., shall change the registrant of those domains to Plaintiff;

19. Cloudflare, Inc. and Cloud South, the service providers of 1stcaptcha.com, anycaptcha.com, nonecaptcha.com, and hotmailbox.me, shall (1) preserve the computers, servers, electronic data storage devices, software, data, or media assigned to or otherwise associated with

Defendants' IP Addresses and the domains listed in **Appendix A**; (2) preserve all evidence of any kind related to the content, data, software or accounts associated with such IP addresses, domains, and such computer hardware; (3) completely disable the computers, servers, electronic data storage devices, software, data, or media assigned to or otherwise associated with Defendants' use of Defendants' IP Addresses and the domains listed in **Appendix A** and make them inaccessible from any other computer on the Internet, any internal network, or in any other manner, to Defendants, Defendants' representatives, and all other persons, except as otherwise ordered herein; (4) completely, and until further order of this Court, suspend all services to Defendants or Defendants' representatives or resellers associated with Defendants' IP Addresses and the domains listed in **Appendix A**; and (5) isolate and disable any content and software associated with the Defendants hosted at Defendants' IP Addresses in a manner that does not impact any content or software not associated with Defendants' IP Addresses. In determining the method and mechanism to disable content and software associated with the Defendants, the relevant data centers and/or hosting providers shall reasonably confer with Plaintiff's counsel, Brian T. Markley, Cahill Gordon & Reindel LLP, 32 Old Slip, 19th Floor, New York, NY 10005, bmarkley@cahill.com, (Tel: 212.701.3230) and Samson A. Enzer, Cahill Gordon & Reindel LLP, 32 Old Slip, 19th Floor, New York, NY 10005, senzer@cahill.com, (Tel: 212.701.3125), to facilitate any follow-on action;

20. VeriSign, Inc., Identity Digital, Cloudflare, Inc., and Cloud South shall (1) refrain from providing any notice or warning to, or communicating in any way with Defendants or Defendants' representatives, and refrain from publicizing this Order until this Order is executed in full, except as necessary to communicate with hosting companies, data centers, the Plaintiff, or other ISPs to execute this order; (2) not enable, and shall take all reasonable steps to prevent, any circumvention of this order by Defendants or Defendants' representatives associated with

Defendants' IP Addresses or the domains listed in **Appendix A**, including but not limited to enabling, facilitating, and/or allowing Defendants or Defendants' representatives or resellers to rent, lease, purchase, or otherwise obtain another IP Address associated with your services; (3) preserve, retain, and produce to Plaintiff all documents and information sufficient to identify and contact Defendants and Defendants' representatives operating or controlling Defendants' IP Addresses, including any and all individual or entity names, mailing addresses, e-mail addresses, facsimile numbers, and telephone numbers or similar contact information, including but not limited to such contact information reflected in billing, usage, access and contact records and all records, documents and logs associated with Defendants' or Defendants' Representatives' use of or access to Defendants' IP Addresses or the domains listed in **Appendix A**; and (4) provide reasonable assistance in implementing the terms of this Order and take no action to frustrate the implementation of this Order.

IT IS FURTHER ORDERED that 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 any one or combination of (1) personal delivery upon Defendants who provided to the data centers and Internet hosting providers contact information in the United States; (2) personal delivery through the Hague Convention on Service Abroad or other treaties upon Defendants who provided contact information outside the United States; (3) transmission by e-mail, electronic messaging addresses, facsimile, and mail to the known email and messaging addresses of Defendants and to their contact information provided by Defendants to the domain registrars, registries, data centers, Internet hosting providers, and website providers who host the software code associated with

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Defendants' IP Addresses or the domains identified in **Appendix A**; and (4) publishing notice to the Defendants on a publicly available Internet website.

Plaintiffs are directed to ~~attempt~~ attempt service by all available such means, and to effect service by December 13, 2023.

IT IS FURTHER ORDERED, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before the Hon. Paul A. Engelmayer on December 20, 2023, at 9 a.m. to show cause, if there is any, why the Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against the Defendants, enjoining them from the conduct temporarily restrained by the preceding provisions of this Order.

in courtroom 1305 of the Thurgood Marshall United States Courthouse, 40 Centre St., NYC, NY 10007.

IT IS FURTHER ORDERED that Microsoft, on behalf of Plaintiff, shall post bond in the amount of \$15,000 as cash to be paid into the Court registry.

IT IS FURTHER ORDERED that the Defendants shall file with the Court and serve on Plaintiff's counsel any answering affidavits, pleadings, motions, expert reports or declarations, and/or legal memoranda no later than two (2) ~~five (5)~~ days prior to the hearing on Plaintiff's request for a preliminary injunction, i.e., by Monday, December 18, 2023, at 9 a.m. Plaintiff may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for the Defendants no later than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Eastern Standard Time) on the appropriate dates listed in this paragraph.

**IT IS SO ORDERED**

Entered this 7<sup>th</sup> day of December, 2023.

Paul A. Engelmayer  
Hon. Paul A. Engelmayer

# **EXHIBIT 11**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

MICROSOFT CORPORATION, a Washington Corporation, FORTRA, LLC, a Minnesota Corporation, and HEALTH-ISAC, INC., a Florida Corporation,  
Plaintiff,

v.

JOHN DOES 1-2, JOHN DOES 3-4 (AKA CONTI RANSOMWARE GROUP), JOHN DOES 5-6 (AKA LOCKBIT RANSOMWARE GROUP), JOHN DOES 7-8 (AKA DEV-0193), JOHN DOES 9-10 (AKA DEV-0206), JOHN DOES 11-12 (AKA DEV-0237), JOHN DOES 13-14 (AKA DEV-0243), JOHN DOES 15-16 (AKA DEV-0504), Controlling Computer Networks and Thereby Injuring Plaintiffs and Their Customers,

Defendants.

Case No. 23-cv-2447-LDH-JRC

**FILED UNDER SEAL**

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

Plaintiffs Microsoft Corp. (“Microsoft”), Fortra LLC (“Fortra”), and Health-ISAC, Inc. (“Health-ISAC”) have filed a Complaint for injunctive and other relief pursuant to, Digital Millennium Copyright Act (17 U.S. § 1201); the Copyright Act (17 U.S.C. §§ 101 *et seq.*); the Computer Fraud and Abuse Act (18 U.S.C. § 1030); the Electronic Communications Privacy Act (18 U.S.C. § 2701); Trademark Infringement, False Designation of Origin, and Trademark Dilution under the Lanham Act (15 U.S.C. §§ 1114 *et seq.*); violations of the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); conspiracy to violate the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); and the common law of trespass, conversion, and unjust enrichment. Plaintiffs have also moved *ex parte* for an emergency temporary restraining order and seizure order pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(d) (the “Lanham Act”) and 28 U.S.C. § 1651(a) (the “All Writs Act”), and an order to show cause why a preliminary injunction should not be granted.

#### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Plaintiffs’ Application for an Emergency Temporary Restraining Order, Seizure Order, and Order to Show Cause for Preliminary Injunction (“TRO Application”), the Court hereby makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants under the Digital Millennium Copyright Act (17 U.S. § 1201); the Copyright Act (17 U.S.C. §§ 101 *et seq.*); the Computer Fraud and Abuse Act (18 U.S.C. § 1030); the Electronic Communications Privacy Act (18 U.S.C. § 2701); Trademark Infringement, False Designation of Origin, and Trademark Dilution under the Lanham Act (15 U.S.C. §§ 1114 *et seq.*); violations of the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); conspiracy to violate the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); and the common law of trespass, conversion, and unjust enrichment.

2. Microsoft owns the registered trademarks “Microsoft” and “Windows” used in connection with its services, software, and products. Copies of the trademark registrations

for the Microsoft marks are attached as **Appendix B** to the Complaint.

3. Microsoft also owns copyrights in the code, documentation, specifications, libraries, and other materials that comprise the Windows operating system, including the Declaring Code (the code at issue in this case encompasses a type of code called “declarations” within header files and within libraries contained in the software development kit (“SDK”). Specifically, Microsoft owns the registered copyrights in the Windows 8 SDK, Reg. No. TX 8-999-365 (Copyrighted Work). Microsoft’s Copyrighted Work is an original, creative work and copyrightable subject matter under the laws of the United States. Copies of the registration are attached to the Complaint as **Appendix C**.

4. Fortra also owns the copyrights in the code, documentation, specifications, libraries, and other materials that comprise the Cobalt Strike proprietary software. Fortra’s copyrights are registered with the United States Copyright Office. Copies of the registration are attached to the Complaint as **Appendix D**.

5. Fortra owns the registered trademark in Cobalt Strike. Copies of the trademark registration for Fortra are attached to the Complaint as **Appendix E**.

6. Health-ISAC’s members have invested in developing their brands, trademarks and trade names in association with the healthcare industry. Health-ISAC represents the interests of its members in maintaining security and maintaining their brand integrity regarding security matters.

7. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate Digital Millennium Copyright Act (17 U.S. § 1201); the Copyright Act (17 U.S.C. §§ 101 *et seq.*); the Computer Fraud and Abuse Act (18 U.S.C. § 1030); the Electronic Communications Privacy Act (18 U.S.C. § 2701); Trademark Infringement, False Designation of Origin, and Trademark Dilution under the Lanham Act (15 U.S.C. §§ 1114 *et seq.*); violations of the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); conspiracy to violate the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); and the common law of trespass, conversion, and unjust enrichment.

8. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from Defendants' ongoing violations of the Digital Millennium Copyright Act (17 U.S. § 1201); the Copyright Act (17 U.S.C. §§ 101 *et seq.*); the Computer Fraud and Abuse Act (18 U.S.C. § 1030); the Electronic Communications Privacy Act (18 U.S.C. § 2701); Trademark Infringement, False Designation of Origin, and Trademark Dilution under the Lanham Act (15 U.S.C. §§ 1114 *et seq.*); violations of the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); conspiracy to violate the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962); and the common law of trespass, conversion, and unjust enrichment. The evidence set forth in Plaintiffs' TRO Application and the accompanying declarations and exhibits, demonstrates that Plaintiffs are likely to prevail on their claim that Defendants have engaged in violations of the foregoing laws by: (1) using cracked versions of the Cobalt Strike software<sup>1</sup> to force their way into victim machines; (2) once inside the victims' machines, use unauthorized versions of Cobalt Strike to deploy ransomware and malware; (3) crippling victims' machines computer infrastructure and/or deleting files to force the payment of ransom from the victims; (4) stealing personal account information from users; (5) using the stolen personal information to carryout further illegal acts; (6) operate as a Ransom as a Service ("RaaS") model whereby affiliates pay to Defendants to launch ransomware attacks developed by other operators; and (7) associating with one another in a common enterprise engaged in these illegal acts. There is good cause to believe that if such conduct continues, irreparable harm will occur to Plaintiffs and the public, including Plaintiffs' customers and associated member organizations. There is good cause to believe that the Defendants are engaging, and will continue to engage, in such unlawful actions if not immediately restrained from doing so by Order of this Court.

9. There is good cause to believe that the malicious use of unauthorized Cobalt Strike software infringes Microsoft's copyright by copying literal lines of Microsoft Windows code, commands, system files, and file structures, and the structure, sequence, and organization of such code. For example, the malicious software's "beacon.dll" file copies literal code and the structure sequence and organization

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<sup>1</sup> As used in this action, "cracked versions of Cobalt Strike" refer to stolen, unlicensed, or otherwise unauthorized versions or copies of Cobalt Strike.

of Windows code such as the GetUserObjectInformationA, RegCloseKey, LookupAccountSid, CryptGenRandom, LogonUserA, AdjustTokenPrivileges, ReadProcessMemory, TerminateProcess, CopyFileA, HttpSendRequestA code, and many other Windows code elements.

10. There is good cause to believe that the malicious use of unauthorized Cobalt Strike also infringes Fortra's copyright by literally copying the entirety of its copyrighted Cobalt Strike "team server" code in a cracked, unauthorized version used for malicious purposes. The infringement involves unauthorized copying of executable code for all of the Cobalt Strike team server's web server, beacon and configuration features and functionality, including all of Fortra's creative and original method implementations, interfaces, parameters, variables, arrays, data types, operators, and objects.

11. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of the unauthorized Cobalt Strike command and control ("C2") infrastructure that is hosted at and otherwise operates through the Internet domains listed in **Appendix A** or through the Internet Protocol ("IP") addressees, also listed in **Appendix A**, and from the destruction or concealment of other discoverable evidence of Defendants' misconduct available at those locations if Defendants receive advance notice of this action. Based on the evidence cited in Plaintiffs' TRO Application and accompanying declarations and exhibits, Plaintiffs are likely to be able to prove that: (1) Defendants are engaged in activities that directly violate U.S. law and harm Plaintiffs and the public, including Plaintiffs' customers and member-organizations; (2) Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests; (3) Defendants are likely to delete or relocate the command and control software at issue in Plaintiffs' TRO Application and the harmful, malicious, and trademark infringing software disseminated through these IP addresses and domains and to warn their associates engaged in such activities if informed of Plaintiffs' action. Plaintiffs' request for this emergency *ex parte* relief is not the result of any lack of diligence on Plaintiffs' part, but instead is based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b) and 15 U.S.C. § 1116(d), good cause and the interests of justice require that this Order be granted without prior notice to Defendants, and accordingly Plaintiffs are relieved of the duty to provide Defendants with prior notice of Plaintiffs' motion.

12. There is good cause to believe that Defendants have specifically directed their activities to computers of Plaintiffs' customers and member organization located in the Eastern District of New York.

13. There is good cause to believe that Defendants have engaged in illegal activity using the data centers and/or Internet hosting providers identified in Appendix A to host the unauthorized Cobalt Strike C2 infrastructure used to maintain and operate the unauthorized Cobalt Strike software at computers, servers, electronic data storage devices or media at the IP addresses identified in Appendix A.

14. There is good cause to believe that to immediately halt the injury caused by Defendants, data and evidence at Defendants' IP addresses identified in Appendix A must be preserved and held in escrow pending further order of the court, Defendants' computing resources related to such IP addresses must then be disconnected from Defendants' infrastructure, Defendants must be prohibited from accessing Defendants' computer resources related to such IP addresses and the data and evidence located on those computer resources must be secured and preserved.

15. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in Appendix A to this order to host the command and control software and content used to maintain and operate the Defendants' harmful infrastructure. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and prospective domains set forth in Appendix A must be immediately transferred to the control of Microsoft where they can be secured and thus made inaccessible to Defendants.

16. There is good cause to direct that third party Internet registries, registrars, data centers, and hosting providers with a presence in the United States to reasonably assist in the implementation of this Order and refrain from frustrating the implementation and purposes of this Order, pursuant to 28 U.S.C. § 1651(a) (the All Writs Act).

17. There is good cause to believe that if Defendants are provided advance notice of Plaintiffs' TRO Application or this Order, they would move the Defendants'

infrastructure, allowing them to continue their misconduct and that they would destroy, move, hide, conceal, or otherwise make inaccessible to the Court evidence of their misconduct, the Defendants' infrastructure's activity, the infringing materials, the instrumentalities used to make the infringing materials, and the records evidencing the manufacture and distributing of the infringing materials.

18. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, satisfy Fed. R. Civ. Pro. 4(f)(3), and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) personal delivery upon Defendants who provided to the data centers and Internet hosting providers contact information in the U.S.; (2) personal delivery through the Hague Convention on Service Abroad or other treaties upon Defendants who provided contact information outside the United States; (3) transmission by e-mail, electronic messaging addresses, facsimile, and mail to the known email and messaging addresses of Defendants and to their contact information provided by Defendants to the domain registrars, registries, data centers, Internet hosting providers, and website providers who host the software code associated with the IP addresses or through which domains are registered, both of which are identified in Appendix A.; and (4) publishing notice to the Defendants on a publicly available Internet website and in newspapers in jurisdictions where Defendants are believed to reside.

19. There is good cause to believe that the harm to Plaintiffs of denying the relief requested in their TRO Application outweighs any harm to any legitimate interests of Defendants and that there is no undue burden to any third party.

**TEMPORARY RESTRAINING ORDER AND SEIZURE ORDER**

**IT IS THEREFORE ORDERED** as follows:

A. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from: Using unauthorized versions of Cobalt Strike to brutally force access into victims' computers; using unauthorized versions of Cobalt Strike to operate a global malware and ransomware infrastructure, using unauthorized versions of Cobalt Strike to deploy malware and ransomware to victims' machines; using unauthorized version of Cobalt Strike to offer RaaS to other malicious actors; using the Conti and LockBit ransomware deployed via unauthorized Cobalt Strike to run and add its own protocols to the Microsoft operating system to go through the list of services and terminates services that are related to backup and recoveries as well as terminating security processes related to operating tool, which causes hundreds of lines of Microsoft's declaring code and the structure, sequence, and organization of that code are copied with and across unauthorized, cracked Cobalt Strike modules and ransomware like LockBit; using the infected victims' computers to send commands and instructions to the infected computing device to control it surreptitiously and deliver malware that, among other things, enables Defendants to take control of the victim's computer and extort money from them. Defendants' primary goal is to deliver ransomware and enable attacks against other computers; or stealing information, money or property from Plaintiffs, Plaintiffs' customers or Plaintiffs' member organizations, or undertaking any similar activity that inflicts harm on Plaintiffs, or the public, including Plaintiffs' customers or associated member organizations.

B. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from configuring, deploying, operating or otherwise using or unauthorized Cobalt Strike to facilitate the deployment of defendants' malware and ransomware activities described in the TRO Application, including but not limited to the C2 infrastructure hosted at and operating through the domains and IP addresses set forth herein and through any other deployments of unauthorized Cobalt Strike in any location.

C. Defendants, their representatives and persons who are in active concert or

participation with them are temporarily restrained and enjoined from using the trademarks or logos “Microsoft” or “Windows” the logos and trademarks “Cobalt Strike,” the trademarks, brands or logos of healthcare institution members of Health-ISAC; and/or other trademarks; trade names; service marks; or Internet domain addresses or names; or acting in any other manner which suggests in any way that Defendants’ products or services come from or are somehow sponsored or affiliated with Plaintiffs or Plaintiffs’ associated member organizations, and from otherwise unfairly competing with Plaintiffs, misappropriating that which rightfully belongs to Plaintiffs or Plaintiffs’ customers or Plaintiffs’ associated member organizations, or passing off their goods or services as Plaintiffs or Plaintiffs’ associated member organizations.

D. Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from infringing Plaintiffs’ registered trademarks, as set forth in Appendix B and E.

Defendants, their representatives and persons who are in active concert or participation with them are temporarily restrained and enjoined from using in connection with Defendants’ activities any false or deceptive designation, representation or description of Defendants’ or of their representatives’ activities, whether by symbols, words, designs or statements, which would damage or injure Plaintiffs or give Defendants an unfair competitive advantage or result in deception of consumers.

**IT IS FURTHER ORDERED**, pursuant to the All Writs Act, with respect to any of the IP Addresses set forth in **Appendix A** to this Order, the data centers and/or hosting providers identified in **Appendix A** to this Order shall take reasonable best efforts to implement the following actions:

A. Take reasonable steps to identify incoming and/or outgoing Internet traffic on their respective networks associated with Defendants that originates and/or is being sent from and/or to the IP Addresses identified in Appendix A;

B. Take reasonable steps to block incoming and/or outgoing Internet traffic on

their respective networks associated with Defendants that originate and/or are being sent from and/or to the IP Addresses identified in Appendix A, by Defendants or Defendants' representatives or resellers, except as explicitly provided for in this Order;

C. Completely disable the computers, servers, electronic data storage devices, software, data or media assigned to or otherwise associated with Defendants' use of the IP Addresses set forth in Appendix A and make them inaccessible from any other computer on the Internet, any internal network, or in any other manner, to Defendants, Defendants' representatives and all other persons, except as otherwise ordered herein;

D. Completely, and until further order of this Court, suspend all services to Defendants or Defendants' representatives or resellers associated with the IP Addresses set forth in Appendix A;

E. Isolate and disable any content and software associated with the Defendants hosted at the IP Addresses listed in Appendix A in a manner that does not impact any content or software not associated with Defendants hosted at the IP Addresses listed in Appendix A. In determining the method and mechanism to disable content and software associated with the Defendants, the relevant data centers and/or hosting providers shall reasonably confer with Plaintiffs' counsel, Gabriel M. Ramsey, Crowell & Moring LLP, 3 Embarcadero Ctr., 26th Floor, San Francisco, CA 94111, gramsey@crowell.com, (Tel: 415-365-7207), to facilitate any follow-on action;

F. Refrain from providing any notice or warning to, or communicating in any way with Defendants or Defendants' representatives and refrain from publicizing this Order until this Order is executed in full, except as necessary to communicate with hosting companies, data centers, the Plaintiffs or other ISPs to execute this order;

G. Not enable, and shall take all reasonable steps to prevent, any circumvention of this order by Defendants or Defendants' representatives associated with the IP Addresses, including without limited to enabling, facilitating, and/or allowing Defendants or Defendants' representatives or resellers to rent, lease, purchase, or otherwise obtain another

IP Address associated with your services;

H. Preserve, retain and produce to Plaintiffs all documents and information sufficient to identify and contact Defendants and Defendants' representatives operating or controlling the IP Addresses set forth in Appendix A, including any and all individual or entity names, mailing addresses, e-mail addresses, facsimile numbers and telephone numbers or similar contact information, including but not limited to such contact information reflected in billing, usage, access and contact records and all records, documents and logs associated with Defendants' or Defendants' Representatives' use of or access to the IP Addresses;

I. Provide reasonable assistance in implementing the terms of this Order and take no action to frustrate the implementation of this Order; and

J. Completely preserve the computers, servers, electronic data storage devices, software, data or media assigned to or otherwise associated with the IP Addresses set forth in Appendix A, and preserve all evidence of any kind related to the content, data, software or accounts associated with such IP addresses and such computer hardware, such that such evidence of Defendants' unlawful activities is preserved.

**IT IS FURTHER ORDERED** that, pursuant to the All Writs Act, with respect to any currently registered Internet domain set forth in **Appendix A**, the domain registries shall take the following actions:

A. Within three (3) 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 registries shall take reasonable steps to work with Microsoft to ensure the transfer 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 this Order;

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 any one or combination of (1) personal delivery upon Defendants who provided accurate contact information in the U.S., if any; (2) personal delivery through the Hague Convention on Service Abroad or similar treaties upon defendants who provided accurate contact information in foreign countries that are signatory to such treaties, if any, (3) transmission by email, facsimile, mail and/or personal delivery to the contact information

provided by Defendants to their hosting companies and as agreed to by Defendants in their hosting agreements, (4) publishing notice on a publicly available Internet website and/or in newspapers in the communities where Defendants are believed to reside.


**IT IS FURTHER ORDERED**, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before the Hon. LaShann DeArcy Hall on April 13, 2023, at 1:00 p.m. to show cause, if there is any, why the Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against the Defendants, enjoining them from the conduct temporarily restrained by the preceding provisions of this Order.

**IT IS FURTHER ORDERED** that Microsoft, on behalf of Plaintiffs, shall post bond in the amount of \$15,000 as cash to be paid into the Court registry.

**IT IS FURTHER ORDERED** that the Defendants shall file with the Court and serve on Plaintiffs' counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than two (2) days prior to the hearing on Plaintiffs' request for a preliminary injunction. Plaintiffs may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for the Defendants no later than one (1) day prior to the preliminary injunction hearing in this matter. Provided that service shall be performed by personal or overnight delivery, facsimile or electronic mail, and documents shall be delivered so that they shall be received by the other parties no later than 4:00 p.m. (Eastern Standard Time) on the appropriate dates listed in this paragraph.

**IT IS SO ORDERED**

Entered this 31st day of March, 2023.



Hon. Nina R. Morrison, U.S.D.J.

(Miscellaneous Duty Judge)

# **EXHIBIT 12**



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 1-2 ("Defendants") under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Lanham Act (15 U.S.C. §§ 1114, 1125), the common law of trespass to chattels, unjust enrichment and conversion, pursuant to Defendants' breach of contract.

2. Microsoft has made a clear showing that it is likely to succeed on the merits of its claims 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), and constitute trespass to chattels, unjust enrichment, conversion, and breach of contract, and that Microsoft is, therefore, likely to prevail on the merits of this action;

3. Microsoft owns the registered trademarks Microsoft, Microsoft corporate logo, OneDrive, Share Point 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, Internet domains and IP addresses 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 applications on victims' computers and Microsoft's servers, thereby using them to monitor the activities of users and steal information from them;

4. Microsoft has made a clear showing that if such conduct continues, irreparable harm will occur to Microsoft, Microsoft's customers, and the public and that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court. In that regard, 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 Microsoft's TRO Application

and accompanying declarations and exhibits, Microsoft is likely to be able to prove that:

- a. Defendants are engaged in activities that directly violate United States law and harm Microsoft and the public, including Microsoft's customers;
- b. Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;
- c. Defendants are likely to delete or to relocate the command and control software at issue in Microsoft's TRO Application and the harmful and malicious software disseminated through the Internet domains listed in **Appendix A**, thereby permitting them to continue their illegal acts; and
- d. Defendants are likely to warn their associates engaged in such activities if informed of Microsoft's action.

5. Microsoft has made a sufficient showing that the balance of equities strongly favors granting their requested injunctive relief. Defendants can claim no legally cognizable harm because an injunction would only require Defendants to cease illegal activities while failure to grant an injunction would allow Microsoft and its customers to continue to be harmed by Defendants' conduct.

6. Microsoft has made a sufficient showing that granting injunctive relief is in the public interest. Granting injunctive relief would protect additional members of the public from falling victim to Defendants' illegal conduct and having their accounts, computers, and devices unlawfully hacked and their information stolen. Furthermore, the public interest is clearly served by enforcing statutes designed to protect the public

7. Microsoft's request for this emergency *ex parte* relief is not the result of any lack of diligence on Microsoft's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b), 15 U.S.C. § 1116(a) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this

Order be Granted without prior notice to Defendants, and accordingly, Microsoft is relieved of the duty to provide Defendants with prior notice of Microsoft's motion.

8. There is good cause to believe that Defendants have operated their spearphishing campaigns through certain instrumentalities - specifically the domains and the domain registration facilities of the domain registries in Virginia identified in **Appendix A**.

9. There is good cause to believe that Defendants have engaged in illegal activity by using the domain registration facilities of the domain registries identified in **Appendix A** to register the Internet domains identified in **Appendix A**, and violated the trademarks of the Microsoft products 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 receive the information stolen from those accounts and computers.

10. 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.

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

12. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in **Appendix A** to host the malicious content used to

compromise the computers and servers of Microsoft and 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' domains set forth in **Appendix A** must be immediately transferred beyond the control of Defendants, thus making them inaccessible to Defendants.

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

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

15. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, and satisfy Fed. R. Civ. P. 4(t)(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 compromise 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 infrastructure described in the TRO Application, including but not limited to the software hosted at and operating through the Internet domains set forth in **Appendix A** and through any other component or element of the Defendants' illegal infrastructure at any location; (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, Microsoft corporate logo, OneDrive, SharePoint 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, the domain registries located in the United States shall take the following actions:

A. Within five (5) business days of receipt of this Order, shall unlock and change the registrar of record for the domain to MarkMonitor or such other registrar

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

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

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

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

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

2. With regard to the domain registries and registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions as the foregoing so as to neutralize the threat posed by the Defendants to the citizens of all countries, including their own. Defendants, their representatives and persons who are in active concert or participation with them are ordered to consent to whatever actions are necessary for non-United States registries, registrars and registrants or hosts, set forth in Appendix A, to effectuate this request.

**IT IS FURTHER ORDERED** that 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 a hearing on Microsoft's Motion for a Preliminary Injunction is scheduled for June 10, 2022, at 10:00 am., in which it may request a preliminary injunction pending a 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 \$15,000 to be paid into the Court registry.

**IT IS FURTHER ORDERED** that Defendants shall file with the Court and serve on Microsoft's counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than one (1) day prior to the hearing on Microsoft's request for a preliminary injunction.

**IT IS SO ORDERED**

Entered this 27th day of May, 2022  
at 11:30 a.m.

  
\_\_\_\_\_  
Anthony J. Treriga  
~~United States District Judge~~  
UNITED STATES DISTRICT JUDGE