

MARKMONITOR OPERATIONAL MATERIALS

These Operational Materials provide operating information for certain Markmonitor products and services and supplement the Markmonitor Terms and any applicable Product/Service Terms.

Domain Services

- a) **Domain Services.** We provide domain name registration, transfer, modification, administration, renewal, and other domain related services.
- b) **Orders.** Orders may be placed by: (i) order form; (ii) entering domain names into your Markmonitor portal account; or (iii) via confirmed electronic mail. We may close services that are unfulfilled for more than 120 days from the order date due to your failure to provide requested information or documentation. You will then be required to submit another order to reinstate those services.
- c) **Invoices.** We provide up to five (5) separate invoices for your selected billing groups. Requests to make changes to issued invoices may be subject to an additional fee. We will attempt to accommodate your required vendor invoicing system. Any additional costs associated with our access to the system will be invoiced to you.
- d) **Registrations.** As an ICANN accredited domain name registrar, we will serve as your sponsor to register or renew any generic top-level domain (“gTLD”). All domain names registered or renewed through us are ineffective until the registry operator has put the registration or renewal into effect. If you license the use of a domain name registered in your name to any third party, you nonetheless remain the domain name holder of record, and solely responsible for your obligations to us. All registrations are subject to the applicable ICANN policies and applicable registry rules, requirements, and procedures, as updated from time to time. Links are available on the Markmonitor portal.
- e) **Registrar Transfer.** We are responsible only for the submission of registrar transfer requests to the registry, and for adding domain names to our registrar database on successful transfer. gTLD domain name registrations may not be transferred from us to another registrar during the first 60 days after (i) the creation date of the registration as shown in the applicable registration data; or (ii) the date of transfer to us from another registrar. You will need to cooperate with the transfer procedures required by your previous registrar and with any specific forms of authorization that may be required for gTLD registrar transfers. Transfer to us may be delayed if you delay in complying with those procedures. If DNS settings are provided by your current registrar, prior to initiating a transfer request you should update the domain’s nameserver settings to nameservers under your control.
- f) **Renewals.** The Markmonitor portal enables you to create a different renewal status for each domain name registration in your account (i.e., auto-renew, manual renew, do-not-renew). Unless you select another renewal status within the portal, the default setting is two years for autorenewals for all domain names. Unless you instruct us otherwise by deactivating the auto-renew status through the

portal at least 32 days prior to expiry for gTLDs and at least 60 days prior to expiry for ccTLDs, we will process and bill you for the renewal of expiring domains. We may delete or change the registrant of any domain names that are set to “do not renew.” We charge the applicable recovery fee identified in your order, the Markmonitor portal or otherwise communicated to you for any domain names recovered after deletion during the ICANN mandated Redemption Grace Period. On termination of the services, we may set all your remaining domain names to “do not renew.”

g) Domain Modifications. You can modify automated domains through the Markmonitor Portal. Domain modifications performed by us are subject to our standard domain modification fees as detailed in your order.

h) Information for Registration or Renewal. To use our domain services for gTLDs, you must provide and keep current all registration data and other information required by applicable ICANN policies, registry requirements, and applicable law, including information relating to the Registered Name Holder and, where applicable, technical, or other contacts. You must promptly update such information if it changes and cooperate with any applicable validation or verification requests. In accordance with ICANN requirements, we may suspend or cancel your domain name registrations if you fail to respond for over 15 days to our inquiries concerning the accuracy of your associated contact details.

i) ccTLD Registrations. At the time of initial transfer, you may request changes to administrative and technical contacts, including name servers, for no additional fee. It may be necessary for us to serve as your billing contact for a ccTLD, which may require us to modify your billing information. Many ccTLD registries do not have automated registration services. The processing of certain ccTLD requests may involve a manual process, which may cause delays in completion of the work. Some ccTLD requests may take several months to complete.

j) Local Presence Services. We have contracted with third parties to provide local contacts, and where appropriate, local presence or proxy services, to assist our clients in qualifying for certain ccTLDs. Eligibility and local presence requirements vary by TLD and may change from time to time. In some cases, utilizing local presence services may require that the applicable registration data identify the local agent or provider as the registrant or domain name holder. If you order local presence or contact services: (i) we will contract with the third-party provider on your behalf, and (ii) register the requested ccTLD domain name in the name of the third-party provider, where appropriate.

(k) Registration Data. We are required to collect and maintain certain domain name registration data and to make certain registration data publicly available through applicable Registration Data Directory Services (“RDDS”) including RDAP, in accordance with ICANN policies, applicable registry requirements and applicable law. Registration data may be redacted from public display where permitted or required. We will maintain required registration data and records, and other information related to the registration, renewal, transfer and deletion of any domain names and your use of the services. If we make registration data available to you, you may use such information only (i) to

investigate IP infringement, fraud and other improper uses of domain names and connected email addresses, as well as to take enforcement action in relation to such infringement, fraud or improper uses; (ii) to identify the entity or individual that “owns” and controls a domain as part of due diligence undertaken in connection with corporate or financial transactions; or (iii) to comply with a requirement forming part of generally accepted principles of good practice for the furtherance of internet security.

(l) Domain Masking. You may require us to mask the information displayed through applicable public registration data services for an additional fee, as specified in your order. Masked domain names will be held by a third party selected by us in trust for your benefit. The designated owner will disclaim all ownership of the masked names and effect any transfer or assignment of the masked names as you require. You may request a declaration of trust document signed by the designated owner for your records.

By agreeing to use the Markmonitor Domain Masking service you agree to the following (in addition to the [Markmonitor Terms](#)). All pricing for the Domain Masking Service is available within the Markmonitor domain portal.

In order to report abuse relating to any domain name utilising Markmonitor Domain Masking Services please follow [Markmonitor’s abuse policy](#).

Should you need to correspond with the registrant of the domain name please send correspondence via email to the admin@dnstinations.com email clearly identifying the domain name that is in question. This can include notifications relating to alleged infringement.

Markmonitor may immediately terminate the Domain Masking Service and, at its sole option, disclose the registration information in the event you breach the Markmonitor Terms or these Operational Materials.

If any domain name for which you are using the Domain Masking service is transferred to another registrar, the Domain Masking Service will automatically cease.

Markmonitor expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Domain Masking Service and/or reveal the registration information in any public domain registration data service or to any third party at any time without notice to you:

- To comply with any applicable laws, rules, regulations, or requirements, or with any subpoenas, court orders, official government inquiries, or requests of law enforcement.
- To comply with ICANN's Uniform Domain Name Dispute Resolution Policy;
- To resolve any and all third-party claims, whether threatened or made, arising out of your use of the Domain Masking Service, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights;

- In the event you breach any provision of the Markmonitor Terms or these Operational Materials or any other agreement you have entered with Markmonitor, including, but not limited to, the Markmonitor Terms
- To comply with the rules, procedures, or practices of the registry that governs the domain name extension receiving the Domain Masking Service and to protect the integrity and stability of the applicable domain name registry;
- To avoid any financial loss or legal liability (civil or criminal) on the part of Markmonitor, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees;
- To prevent inappropriate activity that comes to Markmonitor's attention, including without limitation if you are using Domain Masking Service to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data, or personally identifiable information.

Should you have any further queries relating to the Domain Masking Service please reach out to your account manager for further support. If you have any complaints relating to the Domain Masking Service, please contact compliance@markmonitor.com. Markmonitor will use all reasonable efforts to provide you with a response to your complaint as soon as possible.

(m) Domain Locking Services. We provide two categories of domain locking services. The term, "Lock," refers to additional levels of security that can be provided by us.

(i) Super Lock. The domains identified by you cannot be edited within the portal by us or you without certain agreed upon security protocols being followed. Each domain name is registered for the maximum possible number of years (e.g., 10 years for gTLDs). A security protocol may consist of (as specifically agreed to by us):

- Pass-phrase;
- A call-back to one or more pre-defined executive contacts;
- Written authorization on your letterhead;
- Dual control, where two pre-defined employee contacts need to approve any change; or

- A combination of these or any other protocols as defined by your management.

(ii) Premium Lock. In addition to the features of Super Lock, Premium Lock offers additional security at the registry level. Automated edits made to domains in this special status cannot be made unless both a security protocol between us and the registry is completed, AND a security protocol between us and you is completed.

In order for us to provide Super and Premium Lock Down Services, you must first provide us with a mutually acceptable protocol for the authorization of modifications to locked domain names. Via your client services manager, you will then be required to request that the name be unlocked only after the agreed protocol has been executed.

(n) Trademark Clearinghouse Services (TMCH). As a centralized repository of validated rights, the Trademark Clearinghouse (TMCH) supports ICANN's New gTLD Program. Having obtained validation from the TMCH, brand owners can register trademarks as domain names during sunrise periods, and learn when exact-match domain name registrations occur during the life of their TMCH registrations. We simplify the process of collecting and submitting required trademark data, such as registration number, expiry date, and country of right. The TMCH services include the collection of trademark data, the submission of trademark data to the TMCH, retention of the trademark data, and any sunrise codes received from the TMCH. TMCH services also include access to TMCH Manager to easily view, monitor, and manage TMCH submissions.

(o) DNS Services. If you purchase any DNS or related services from or through Markmonitor, the applicable service-specific terms, including any applicable third-party or pass-through terms, are set forth in or incorporated into the Markmonitor Product/Service Terms

(p) China Registration Assistance. Markmonitor provides ICP / Recordal Assistance and Real Name Verification Assistance Services in China through third party providers and affiliates. Customer understands that domain name registrations and related services in China may be subject to additional eligibility, verification, local presence, hosting, content, nameserver or other requirements, which may change from time to time. Upon request, Markmonitor, its affiliates and/or third-party providers may assist Customer in meeting these requirements, but Customer agrees that it will be solely responsible for understanding and complying with all such requirements. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN OUR AGREEMENT WITH YOU, WE DISCLAIM ANY LIABILITY TO YOU OR ANY OF YOUR AUTHORIZED USERS IN CONNECTION WITH SUCH SERVICES.

Last Updated: August 2026