

OPERATIONAL MATERIALS

Our operating information for all Markmonitor products is outlined below.

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 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 rules and regulations of the registry operators. 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 registry WHOIS record; 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 your WHOIS record to select other DNS server settings 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 auto-renewals 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 a \$150.00 recovery fee 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: (i) your full name (together with the name of the authorized person for contact purposes if registration is for an organization, corporation or association), postal address, email address, telephone number, and fax number, if available (or if different, that of the domain name holder); (ii) the domain name being registered; and (iii) the name, postal address, email address, telephone number, and where available, fax number for the administrative contact, technical contact and billing contact for the domain name registration. In accordance with ICANN regulations, we may 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 services, to assist our clients in qualifying for certain ccTLDs. In some cases, utilizing local presence services may require that the WHOIS record for the ccTLDs indicates that the local agent is the owner of the domain name. 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) **WHOIS Information.** We are required to maintain a publicly-accessible database of all domain names registered by us, detailing: (i) domain name; (ii) names of primary and secondary name server; (iii) original registration creation date; (iv) registration expiry date; (v) owner name and postal address; (vi) name, postal address, email address, telephone number and fax number of technical and administrative contacts; and (vii) any other information required by ICANN or the registry from time to time. We will maintain these database 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 WHOIS information 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 submitted to the WHOIS database and displayed to the public 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 this agreement.

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 WHOIS search or to any third party at any time without notice to you:

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

The Premium Lock service fee is a Markmonitor service fee. All fees for the service are for Markmonitor and not any related TLD registries.

(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) **Premium DNS Services.** We provide Premium DNS (“PDNS”) services to its customers through a third party licensor (“Provider”) whereby assigned portions of the DNS Nameserver infrastructure respond to DNS inquiries. THE PDNS SERVICES ARE PROVIDED SOLELY BY PROVIDER ON AN “AS IS” AND “AS AVAILABLE” BASIS BY PROVIDER, AND, 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. OUR SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH THE SERVICES WILL BE THE SERVICE CREDITS PROVIDED BY PROVIDER. We reserve the right at any time upon thirty (30) days’ written notice to you to replace Provider with another third party provider which we determine to have the capability of providing DNS services which are substantially the same as Provider’s services.

(p) **Markmonitor provides ICP / Recordal Assistance and Real Name Verification Assistance Services in China through third party providers and affiliates.** Customer understands that there are additional requirements when registering a domain name in China which are subject to change (e.g. Domain registrant entity must be located in China, must pass the Real Name Verification (RNV) process, Domain’s website content must be hosted in China, and the nameservers must residing in China). Upon request, Markmonitor, their affiliates and/or third party providers may assist customer in meeting these requirements, but Customer agrees that they 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.

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