



**REGISTRAR-REGISTRANT TERMS AND CONDITIONS FOR  
NAMEWATCH**

**VS. 2.0**



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

## **NAMEWATCH**

The NameWatch service allows monitoring of all registrations on the .name gTLD. Any registration of a .name, both Domain Names and .name Email, where the trademark/string is included, will trigger notification. This will allow the intellectual property holder early identification of potential threats. The reports, which cover both .name Domain Names and .name Email, are available daily, weekly or monthly and can significantly increase the trademark holder’s protection and follow-up of the trademark; provided that neither VeriSign (“Registry Operator”) nor we provide no guarantee that any potential threats will be identified.

## **SERVICE DESCRIPTION**

Please refer to the following URLs for a service description of the .name domain and email forwarding services

(A) Appendix 7 of the agreement between the Internet Corporation for Assigned Names and Numbers (“the ICANN Agreement”) and The Global Name Registry, Limited), as assigned to VeriSign, Inc. and its affiliates, available at

<http://www.icann.org/en/tlds/agreements/name/appendix-07-15aug07.htm>

(B) Section 1.8 of the Registry-Registrar Agreement between Registrar and VeriSign (“the RRA”), available at <http://www.icann.org/en/tlds/agreements/name/appendix-08-27mar09.pdf>

## **PROVISION OF REGISTRATION DATA**

(a) As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information provided at the time of registration, including: your full name and postal address, email address, voice telephone number, and fax number, if available. The provision of this data will be instrumental in the provision of the NameWatch service by Registry Operator, as NameWatch reports and requests for updates on registration information will be sent to you by email. You understand that the foregoing registration data may be transferred from one registrar to another or outside of the European Community, such as to the United States, and you expressly consent to such transfer and/or export.



(b) You hereby represent and warrant the data provided in the registration application is true, correct, up-to-date and complete and that you will continue to keep all of the information provided up-to-date. Your willful provision of inaccurate or unreliable information, your willful failure to promptly update information provided to us, or any failure to respond to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the Registry Operator's agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN") or an ICANN Policy. Registry Operator may share your personal data with third parties that act as subcontractors to it for the purposes of this Agreement, and you agree that your personal data may be shared with Registry Operator's subcontractors. You also agree that from time to time, Registry Operator may share some of your personal data, such as your address and postcode, with third parties who are conducting market analysis on behalf of Registry Operator.

## **DOMAIN NAME DISPUTE POLICY**

If you have subscribed for the NameWatch service, to the extent that you dispute any Domain Name or **.name** Email that is registered with Registry Operator, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- (a) the Eligibility Requirements (the "Eligibility Requirements"), available at <http://www.icann.org/en/tlds/agreements/name/appendix-11-15aug07.htm>
- (b) the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at <http://www.icann.org/en/udrp/erdrp-policy.html>
- (c) the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at <http://www.icann.org/dndr/udrp/policy.htm>.

The UDRP applies to complaints by trademark or service mark owners concerning the registration and use of an Internet domain name registered by a Registrant.

## **DOMAIN NAME DISPUTE POLICY MODIFICATIONS**

You agree that Registry Operator may modify the dispute policy from time to time. Registry Operator will post any such revised policy on its Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your Domain Name or **.name** Email after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modifications, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.



## **DOMAIN NAME DISPUTES**

You agree that, if you challenge a Domain Name or **.name** Email registered by a third party, you will be subject to the provisions specified in the dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold Instra Corporation harmless pursuant to the terms and conditions set forth below in this Agreement.

## **RESERVATION OF RIGHTS**

Instra Corporation and Registry Operator expressly reserve the right to deny or cancel any NameWatch subscription that it deems necessary, in its discretion, to protect the integrity and stability of the Registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Instra Corporation and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees.

## **DISCLAIMER**

Registry Operator will make every effort to maintain the completeness and accuracy of any results of the NameWatch, but cannot guarantee that the results are error-free. You understand, therefore, that any reports provided through the NameWatch service are on an "as is" basis without any warranties. BY USING NAMEWATCH REPORTS AND THE INFORMATION CONTAINED HEREIN OR THEREIN, IT IS ACCEPTED THAT REGISTRY OPEATOR IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THE REPORT OR THE INFORMATION CONTAINED, NOR OMISSIONS OR MISSING INFORMATION. THE RESULTS OF ANY NAMEWATCH REPORT CANNOT BE RELIED UPON IN CONTEMPLATION OF LEGAL PROCEEDINGS WITHOUT FURTHER VERIFICATION NOR DO SUCH RESULTS CONSTITUTE A LEGAL OPINION. Acceptance of the results of the NameWatch service constitutes acceptance of these terms, conditions and limitations.

## **LIMITATION OF LIABILITY**

You agree that Registry Operator will have no liability of any kind for any loss or liability resulting from (i) the processing of NameWatch reports; or (ii) any dispute over any **.name** Domain Name, **.name** Email address or Defensive Registration, including the decision of any dispute resolution proceeding related to any of the foregoing.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Registry Operator, and its directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your registration and your breach of this Agreement. This indemnification obligation will survive the termination or expiration of this Agreement.

## **COMPLIANCE WITH TERMS AND CONDITIONS**

Registrar shall comply with the following:



(a) ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or under any other arrangement with ICANN; and

(b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit E of the Registry-Registrar Agreement, available at <http://www.icann.org/tlds/agreements/name>. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days notice by Registry Operator to Registrar.