

**.BIZ Registration Agreement  
As of 01 June 2001  
Schedule A**

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN OPENSRS (REGISTRAR) AND YOU, THE OWNER OF A REGISTERED OR COMMON LAW TRADEMARK OR SERVICE MARK (OWNER) OR THE DULY AUTHORIZED AGENT OF AN OWNER (AGENT) (COLLECTIVELY, YOU). THESE TERMS OF USE ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF USE REGARDING USE OF THE REGISTRAR'S INTELLECTUAL PROPERTY CLAIM SERVICE (THE SERVICE). BY SELECTING "I AGREE", BY USING THE SERVICE OR BY SIGNIFYING ACCEPTANCE IN ANY OTHER WAY, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND YOU MUST DISCONTINUE ANY FURTHER USE.

**1. THE SERVICE**

Registrar provides the Service to holders of both registered and common law trademarks or service marks (collectively Trademarks). During the domain name application process, applicants for a .biz domain name (Applicants) will be notified of an Owner's alleged intellectual property rights in a Trademark if the domain name contained in the domain name application is an exact match of the Trademark identified in an IP Claim (as defined below) submitted by Owner. You may review frequently asked questions regarding the Service by reviewing our FAQs.

**2. Registration, Password and Security**

You must provide accurate, complete and current registration information and must update this information promptly if it changes. You represent and warrant that You are at least eighteen (18) years of age or older and are either an Owner or an Agent duly authorized to represent an Owner(s) in connection with the Service and submitting an IP Claim on behalf of an Owner(s). Agent will indemnify and hold harmless Registrar and its officers, directors, employees, agents, affiliates and subcontractors for any claims brought by Owner or Third Parties relating to the use of the Service.

**3. License to Use Data / Privacy**

By submitting an IP Claim, You hereby grant Registrar, as well as any of its agents or subcontractors, a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in the IP Claim solely for the purposes of implementing the Service, processing Your IP Claim, notifying Applicants of Your IP Claim, and for notifying You of changes to the Service, for archival purposes

**4. The IP Claim Process**

In order to submit a claim with respect to a Trademark or Trademarks ('IP Claim') through the Service, You must complete an IP Claim form for each Trademark. For each IP Claim, You must submit complete contact information, representative contact information and notification details, and the details regarding the Trademark. You may specify in the representative field that an Agent may receive legal correspondence regarding the IP Claim. Once You have submitted an IP Claim, you will receive a confirmation email and a claim number. You must retain the claim number for each IP Claim You submit Registrar will accept IP Claims until July 9, 2001, or such later date as it may determine in its sole discretion ('Close of Phase I') and no IP Claims will be accepted after that date. From the Close of Phase I until September 25, 2001 ('Phase 2'), or such other later date as Registrar may choose, in its sole discretion, the domain name applications from ICANN-approved registrars ('Applications') will be compared with the database of IP Claims processed through the Service ('IP Claim Database'). For each exact match between an IP Claim in the IP Claim Database and a domain name application, the Registry Operator for .Biz ('Registry Operator') will notify the Applicant that a third party or third parties have submitted an IP Claim for the exact Trademark. The email notification to the Applicant will include, among other things, the information provided by Owner in the IP Claim, instructions on how to proceed with the registration process, and that if selected during the randomized name selection phase ('Name Selection Phase'), the domain name will be placed on a temporary thirty (30) day hold when the Registry goes 'live.' The Applicant will have the option to proceed with the Application or cancel the Application. If the Applicant does not respond to the email notification, or elects to cancel the Application, the Applicant's domain name application will not be processed during the Name Selection Phase. If the Applicant chooses to proceed with the registration process and the name is selected during the Name Selection Phase, that domain name automatically will be placed on a thirty (30) day "hold period" when the name is registered. After Name Selection, the Owner will be notified by Registry Operator

if an Applicant has successfully registered the domain name. The Owner will then have the option of contacting the Applicant and finding a solution or using the guidelines set forth by a special dispute resolution process called the Start-up Trademark Opposition Policy ('STOP')(formerly referred to as the Start-up Dispute Resolution Policy or 'SUDRP') (information available at <http://www.neulevel.com/countdown/stop.html>, or the Uniform Domain-Name Dispute Resolution Procedures ('UDRP') (information is available at <http://www.icann.org/udrp/udrp-policy-24oct99.htm>). You will not be notified if there are no Applications that exactly match an IP Claim You submitted in the IP Claim Database. USE OF THE SERVICE DOES NOT GUARANTEE THAT AN OWNER WILL BE AWARDED THE .BIZ EXTENSION FOR ITS TRADEMARK. AN OWNER THAT WISHES TO OBTAIN A .BIZ EXTENSION FOR ITS TRADEMARK MUST FILE A DOMAIN NAME APPLICATION. DOMAIN NAME APPLICANTS WILL ONLY BE NOTIFIED OF APPLICATIONS THAT ARE EXACT MATCHES WITH A TRADEMARK IDENTIFIED IN AN IP CLAIM FORM. REGISTRAR WILL NOT VERIFY WHETHER A TRADEMARK CLAIMED ON AN IP CLAIM FORM CORRESPONDS WITH AN ACTUAL, LEGAL OR VALID TRADEMARK, NOR WILL REGISTRAR PROVIDE ANY LEGAL OVERSIGHT OR ADJUDICATION FOR ANY DISPUTED INTELLECTUAL PROPERTY IMPLICATED BY THE SERVICE

## **5. Conduct**

You may access and use the Service for lawful purposes only and you are solely responsible for the knowledge and adherence to any and all laws, statutes, rules and regulations pertaining to Your use of the Service. You agree that You will not (i) use the Service to commit a criminal offence or to encourage conduct that would constitute a criminal offence or give rise to a civil liability, or otherwise violate any local state, Federal or international law or regulation; (ii) upload or otherwise transmit any content that You do not have a right to transmit under any law or contractual or fiduciary duty; (iii) interfere or infringe with any trademark or proprietary rights of any other party; (iv) interfere with the ability of other users to access or use the Service; (v) claim a relationship with or to speak for any individual, business, association, institution or other organization for which You are not authorized to claim such a relationship; (vi) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or (vii) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes any portion of the Service

## **6. Fees**

As consideration for the Service, You agree to pay Registrar, or its agents or subcontractors, as the case may be, an IP Claim fee for each IP Claim submitted through the Service by credit card through its online payment system. Such fee shall be due immediately and is non-refundable. Registrar, or its agents or subcontractors, may take all remedies to collect fees owed. Registrar, or its agents or subcontractors may require you to submit and pay for each IP Claim individually or it may allow you store up a certain number of IP Claims before submitting them for processing. Once you have stored that number of IP Claims, you may not be able to store any additional IP Claims and may need to submit them for processing and pay the applicable fee before obtaining additional storage space. No refunds are permitted.

## **7. Agents**

You agree that, if Your agent (e.g., an attorney, employee, etc.) submits an IP Claim on Your behalf, You are nonetheless bound as a principal by all Terms of Use herein. Your continued use of the Services shall ratify any unauthorized actions of Your agent. By acting on Your behalf, Your agent certifies that he or she is authorized to use the Service on Your behalf, that he or she is authorized to bind You to these Terms of Use and that he or she has apprised You of these Terms of Use of this Agreement. In addition, You are responsible for any errors made by Your agent. Registrar will not refund fees paid by You or Your agent on Your behalf for any reason, including, but not limited to, in the event that Your agent fails to comply with these Terms of Use, Your agent incorrectly provides information in the IP Claim process or if Your agent changes or otherwise modifies Your IP Claim incorrectly.

## **8. Copyright**

You acknowledge that the Service, any underlying technology used in connection with the Service, and all software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos, and other data (collectively, the 'Content') available within the Service are provided by Registrar or third-party providers and are the copyrighted works of Registrar and/or such third parties. Except as expressly authorized by Registrar or such third parties in these Terms of Use or as may be posted on the Service, You may not copy, reproduce, publish, distribute, modify, create derivative works of, rent

lease, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit any part of the Content or the Service, in whole or in part. You may not store any significant portion of any Content or the Service owned by, or licensed to Registrar in any form, whether archival files, computer-readable files, or any other medium. You also may not 'mirror' any Content or the Service on any other server Registrar encourages you to download and print a reasonable number of copies of an IP Claim for non-commercial, internal use only; provided that (i) any permitted copies contain, in unmodified form, any copyright or other proprietary rights notices and an original source attribution to the Service; and (ii) no modifications are made except as may be expressly provided by Registrar.

## **9. Links**

Some links on the Service lead to sites posted by independent site owners. Because Registrar has no control over these sites, it cannot be responsible for such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites. As such, Registrar shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any content, goods or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between Registrar and the linked sites.

## **10. Disclaimer of Warranty, Limitation of Liability**

YOU AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. NEITHER REGISTRAR NOR ITS PARENTS, SUBSIDIARIES, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR SUBCONTRACTORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT WITHIN THE SERVICE. THE SERVICE IS PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT. IN NO EVENT WILL REGISTRAR NOR ITS PARENTS, SUBSIDIARIES, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT YOUR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST BUSINESS, LOST DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES THAT RESULT FROM MISTAKES, INACCURATELY ENTERED DATA, UNAUTHORIZED USE, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO INSTITUTIONS RECORDS, PROGRAMS OR SERVICES. YOU AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY REPRESENT A REASONABLE ALLOCATION OF RISK. IN NO EVENT, SHALL REGISTRAR BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING THE AMOUNT OF FEES PAID BY YOU FOR THE APPLICABLE IP CLAIM.

## **11. Indemnification**

You agree to indemnify and hold harmless Registrar and its parents, subsidiaries, shareholders, members, officers, directors, employees, affiliates, agents and subcontractors from any claim or demand, including reasonable attorney's fees made by any third party due to or arising out of Your use of the Service, your breach of these Terms of Use, any Content submitted to the Service, or any disputes involving the intellectual property rights of the Trademarks.

## **12. Modifications to the Service**

Registrar reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Registrar will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Services

## **13. Termination**

You may discontinue Your participation in and access to the Service at any time. These Terms of Use will continue to apply to all past use of the Service by You, even if You are no longer using the Service. You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Service without

prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these Terms of Use. You agree that upon termination or discontinuance for any reason, may delete all information related to You on the Service and may bar Your access to and use of the Service.

#### **14. Governing Law**

These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its principles of conflicts of law.

#### **15. Changes to the Terms of Use**

Registrar reserves the right to modify the Terms of Use at any time and from time to time. Any modifications shall be effective upon the posting of the modified Terms of Use at <http://ipclaims.neulevel.com/legal/conditions.php>. You agree to review these Terms of Use periodically so that You are aware of any modifications. Your continued use of the Service shall be deemed Your acceptance of the modified Terms of Use.

#### **16. Severability**

In the event that any provision of these Terms of Use shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

#### **17. Third Party Beneficiary**

Registry Operator ('NeuLevel') is an intended third party beneficiary of these Term and Conditions with rights to enforce these Terms of Use. You will cooperate in good faith with NeuLevel or Registrar in investigating instances of non-compliance with these Terms of Use, if NeuLevel or Registrar believes in good faith that you are not in compliance with these Terms of Use.

#### **18. Subcontractors**

In the course of providing the IP Claim Service, Registrar may retain independent contractors or assign or subcontract to or otherwise have any third party perform any or all of the IP Claim Service at any time, provided that Registrar shall continue to remain responsible for full performance of any such duties to the same extent as if it had performed the IP Claim Service itself.

#### **19. Entire Agreement**

These Terms of Use completely and exclusively state the agreement of the parties regarding the subject matter, and supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter of these Terms of Use.

#### **20. Modifications to your Account**

In order to change any of your account information with Registrar, you must use the Account Identifier and Password selected when you opened your account with Registrar. You agree to safeguard your Account Identifier and Password from any unauthorized use. In no event shall Registrar be liable for the unauthorized use or misuse of your Account Identifier or Password.

#### **21. Breach**

You agree that failure to abide by an provision of this Agreement, any operating rule or policy or the Dispute Policy provided by Registrar, may be considered by Registrar to be a material breach and that Registrar may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to Registrar, that you have not breached your obligations under the Agreement, then Registrar may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because Registrar did not act earlier in response to that, or any other breach by you.

#### **22. No Guarantee**

You acknowledge that reservation of your IP Claim name does not confer immunity from objection to either the registration, reservation, or use of the domain name.

**23. Right of Refusal**

Registrar, in its sole discretion, reserves the right to refuse to register or reserve your IP Claim name or register you for other services. You agree that Registrar shall not be liable to you for loss or damages that may result from its refusal to register, reserve or delete your IP Claim. Registrar reserves the right to delete or transfer your IP Claim within a thirty (30) day period following receipt of the application if it believes the IP Claim has been made possible by a mistake, made either by Registrar or by a third party.