

DOMAIN PARKING COMPANY SURVEY

<p><u>1&1 Internet, Inc.</u> http://www.1and1.com/</p>	
<p>Trademark Policy/Agreement Terms</p>	<p>Trademark Complaint Procedures/ Parking Company Statement of Ability to Terminate</p>
<p>http://order.1and1.com/xml/order/Gtc;jsessionid=969C879AEDCA9CA170E13B8469835D1D.TCpfix140a?_frame=top&_lf=Static</p> <p>General Terms and Conditions: You agree that in the event that 1&1 is informed by any party that your domain name or any material on Your Web Site infringes the copyright of any party, or violates the right of publicity or privacy of any party, or consists of any other claim or violation of intellectual property rights of any kind, then 1&1 may, without prior notice to you and in 1&1's sole and exclusive discretion, either remove the material from Your Web Site, and/or disable public access to your domain name or the material on Your Web Site, and/or terminate this Agreement, without any liability of any kind to 1&1 from either you or any third party. As more completely set forth in Sections 6, 7 and 10, you waive any and all claims you may have, now and forever, against 1&1 relating to any action taken in response to the claim that you have infringed the intellectual property rights of a third party, and agree to indemnify and hold harmless 1&1 from and against any such claims</p> <p>Additionally, the terms include the following Representation and Warranty:</p> <p>You represent and warrant that your domain name does not infringe the copyright, trademark, or any other intellectual property rights of any</p>	<p>http://order.1and1.com/xml/order/SubpoenaPolicy;jsessionid=969C879AEDCA9CA170E13B8469835D1D.TCpfix140a?_frame=top&_lf=Static</p> <p>Subpoena and Copyright Policy:</p> <p>Reporting Copyright & Trademark Infringement 1&1 Respects the intellectual property of others. If you think 1&1 or one of its customers is violating your rights, please send proper notice to 1&1 as outlined below. Such notice of copyright or other intellectual property infringement must contain the following elements:</p> <ol style="list-style-type: none"> 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. 2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. 4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted. 5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. 6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. <p>Notice should be sent to 1&1's designated agent at one of the addresses below:</p> <p>1&1 Internet Inc. c/o J. Christopher Erb</p>

1&1 Internet, Inc.

<http://www.1and1.com/>

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person or company and that your domain names is otherwise in compliance with the terms of this agreement

The Erb Law Firm, PC
5901 Ridge Avenue
Philadelphia, PA 19128
USA

Fax 215-508-4428

Legal@1and1.com

Section 3.2.7 of the General Terms and Conditions includes:

1&1 may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name immediately and without notice, permanently remove Your Data from the 1&1 Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the relevant Laws if it is informed or otherwise believes, in its sole discretion, that Your Web Site violates the intellectual property rights of any third party or is otherwise the subject of a dispute. As more completely set forth in Sections 6, 7, and 10, you waive any and all claims you may have, now and forever, against 1&1 relating to the content, use, and operation of Your Web Site and agree to indemnify and hold harmless 1&1 from and against any such claims.

SmartName
(Formerly Active Audience)

www.activeaudience.com

www.smartname.com/smartname/

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TERMS AND CONDITIONS

<http://www.smartname.com/smartname/terms-and-conditions.jsp>

WHEREAS, You have domain names that You want to park with SmartName that do not infringe in any way upon the copyright, trademark or other intellectual property rights of any third party individual or entity;

... each Party continues to own its respective items of intellectual property, including its patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by SmartName to You, or by any disclosure of any confidential information to You under this Agreement. You agree that You will not create or attempt to create a copy, derivative work, substitute service or substitute product using the services provided under this Agreement or any information related thereto.

In addition to any other remedy at law or equity for a breach of any provision of this Agreement, SmartName retains the right to terminate this Agreement with You in response to any breach without prior notification or warning, along with forfeiture of any moneys due You.

ActiveAudience...retains the right to unilaterally and without notice cancel the enrollment of any such domain name and, in ActiveAudience's sole discretion, seek legal recourse against You and any other parties for such enrollment. You will indemnify ActiveAudience against any claims or suits arising from a breach of this section.¹

¹ Formerly Active Audience

DomainSpa

www.domainspa.com

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LEGAL

<http://www.domainspa.com/US/legal.asp>

Domain name owner represents and warrants that, to the best of its knowledge, each domain name it elects to park with DomainSpa does not violate the trademark, copyright and patent rights of any party in connection with the goods and/or services advertised on Domain Spa in connection with the parked domain name. Domain name owner is responsible for conducting a trademark search (and other legal searches) concerning each domain name parked with DomainSpa, and is responsible for advising DomainSpa of any products or services that should not be advertised in connection with any domain name because such products or services are covered by a trademark or service mark, whether registered or common law.

Domain name owner agrees to indemnify, defend and hold harmless DomainSpa for any claims made by any party alleging that a domain name parked with DomainSpa constitutes a trademark violation.

The following general statement:

The Program reserves the right to terminate any agreement at their discretion at any time

Domain Sponsor (also Domain Hop)

www.domainsponsor.com

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Terms of Service <http://www.domainsponsor.com/terms.php>

1.2 Restrictions and Rights

Domain Names & Intellectual Property Rights.

Publisher shall not place with Program Manager or in any way through the Program a domain name (i) to which it does not have valid ownership, as determined by Program Manager in its sole discretion or (ii) which infringes on the intellectual property rights of a third party. In the event that any such name is provided for use in the Program, and such lack of rights or infringement is brought to the attention of Program Manager, then Program Manager shall have the right to cancel the participation of any such names in the Program, and, in appropriate situations, in the sole discretion of Program Manager, terminate Publisher's participation in the Program and seek legal recourse against Publisher and any others involved. Publisher hereby agrees to indemnify, defend and hold harmless the Program Parties from any claim that the domain name is owned by someone other than Publisher or that the domain name infringes on the intellectual property rights of a third party.

3.1 Representations & Warranties

All of the following terms and conditions must be adhered to and are legally binding immediately upon agreement. Program Manager represents and warrants that it has full power and authority to enter into these Terms of Service. Publisher represents and warrants that (i) it has full power and authority to agree to these Terms of Service, (ii) it owns or has the right to use all necessary rights, including all Intellectual Property Rights, to the domain names and Publisher Sites and (iii) it will not place in the Program any domain names which would violate Section 1.2 above.

Terms of Service

<http://www.domainsponsor.com/terms.php>

1.2 Restrictions and Rights

Domain Names & Intellectual Property Rights.

Publisher shall not place with Program Manager or in any way through the Program a domain name (i) to which it does not have valid ownership, as determined by Program Manager in its sole discretion or (ii) which infringes on the intellectual property rights of a third party. In the event that any such name is provided for use in the Program, and such lack of rights or infringement is brought to the attention of Program Manager, then Program Manager shall have the right to cancel the participation of any such names in the Program, and, in appropriate situations, in the sole discretion of Program Manager, terminate Publisher's participation in the Program and seek legal recourse against Publisher and any others involved. Publisher hereby agrees to indemnify, defend and hold harmless the Program Parties from any claim that the domain name is owned by someone other than Publisher or that the domain name infringes on the intellectual property rights of a third party.

Dotzup

www.dotzup

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Terms of Service

<https://partner.dotzup.com/terms.html>

Intellectual Property Rights. Publisher shall not place with Affiliate Program Representative or in any way through the Program a Publisher Site to which it does not own all necessary intellectual property rights, including, without limitation, trademark, service mark, and tradename rights. In the event that any such name is provided for use in the Program, and such lack of rights is brought to the attention of Affiliate Program Representative, then Affiliate Program Representative shall have the right to cancel any such names, and, in appropriate situations, in the sole discretion of Affiliate Program Representative, terminate Publisher from the account and seek legal recourse against Publisher and any others involved.

Terms of Service

<https://partner.dotzup.com/terms.html>

Intellectual Property Rights. Publisher shall not place with Affiliate Program Representative or in any way through the Program a Publisher Site to which it does not own all necessary intellectual property rights, including, without limitation, trademark, service mark, and tradename rights. In the event that any such name is provided for use in the Program, and such lack of rights is brought to the attention of Affiliate Program Representative, then Affiliate Program Representative shall have the right to cancel any such names, and, in appropriate situations, in the sole discretion of Affiliate Program Representative, terminate Publisher from the account and seek legal recourse against Publisher and any others involved.

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<p>Rules of Use http://www.exoclick.com/rules.php</p> <p>“Publishers Site Content Publisher may NOT use ExoClick ads with the following content:</p> <ul style="list-style-type: none">- Violent content, racial intolerance, or advocacy against any individual, group, or organization.- Content regarding programs which compensate users for clicking on ads or offers, performing searches, surfing websites, or reading emails.- Illegal content.- <u>Content protected by copyright, unless you have the necessary legal rights to display that content.</u>- Poor content, or sites "made for advertising".²	

² Does not appear to have a trademark policy – the “Rules of Service” section refers to copyright only.

Fabulous

www.fabulous.com

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DOMAIN NAME MANAGEMENT AGREEMENT

[http://www.fabulous.com/informationcenter/index.htm?formdata\[qid\]=191](http://www.fabulous.com/informationcenter/index.htm?formdata[qid]=191)

6. Prohibited use of Domains

6.1. The Domain Name Owner hereby warrants and covenants that:
(b) The Domain(s) shall not be redirected to Independent Website(s) that contain material or content (or links to such content) that:
(iv) Infringes the registered trademark, copyright, patent rights, trade secret or other intellectual property rights of a third party;

13. Suspension, Cancellation or Modification of Services

13.1 If you are in breach of this Agreement, Fabulous.com may suspend, cancel or modify your use of the Services or terminate this Agreement by providing you with notice to the primary email address listed on your Account.

Findology

<http://home.findology.com/business/partners.html>

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TERMS OF USE

http://findology.com/terms_of_use.php

COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS.

When accessing the Site, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, **trademarks**, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third party rights rests solely with you. (Emphasis added.)

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT OR INTELLECTUAL PROPERTY INFRINGEMENT

Findology has adopted a policy that provides for the immediate suspension and/or termination of any user who is found to have **infringed on the rights** of Findology or **of a third party, or otherwise violated any intellectual property laws or regulations**. Findology's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know or have a good faith belief that your rights or the rights of a third party have been violated and you want Findology to delete, edit or disable the material in question, you must provide Findology with all of the following information: ... **[INTA note: Suggest that users consult http://www.findology.com/terms_of_use.php to confirm required submission materials]** For this notification to be effective, you must provide it to Findology's designated agent at:

By Mail: Copyright Agent c/o Findology Interactive Media, Inc.
1158 26th Street Suite 464
Santa Monica , California 90403

By Phone: 310-556-4440 x 37
By Fax: 310-556-4441
By E-mail: Legal@findology.com

(Emphasis added.)

GO Daddy (Cash Parking)

<https://www.godaddy.com/gdshop/park/landing.asp?ci=8997>

<http://www.godaddy.com/legal-agreements.aspx?ci=46445&otab=2>

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CASH PARKING TERMS OF SERVICE AGREEMENT (4/2011)
[https://www.godaddy.com/agreements/showdoc.aspx?pageid=Cash_Park_SA
&ci=22413](https://www.godaddy.com/agreements/showdoc.aspx?pageid=Cash_Park_SA&ci=22413)

4. Remedies and Penalties

Notwithstanding anything to the contrary in this Agreement, in addition to any and all other remedies to which Go Daddy is entitled, Go Daddy specifically reserves the right to:

- i. Immediately suspend or deactivate any and all domain names or accounts that Go Daddy believes in its sole and absolute discretion to be violating the terms of this Agreement;

7. TRADEMARK AND/OR COPYRIGHT CLAIMS

Go Daddy supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to Go Daddy's Trademark and/or Copyright Infringement Policy.

TRADEMARK AND/OR COPYRIGHT INFRINGEMENT POLICY
http://www.godaddy.com/agreements/showdoc.aspx?pageid=TRADMARK_COPY

RESPECTING INTELLECTUAL PROPERTY

GoDaddy.com, Inc. ("Go Daddy") supports the protection of intellectual property. Whether you are the holder of a trademark, service mark, or copyright, Go Daddy is committed to helping you protect your legal rights. Therefore, we have established the following policies for considering trademark and/or copyright infringement claims.

A. Trademark Claims

1. If you (the "Complaining Party") would like to submit a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark (registered with the United States Patent and Trademark Office or, for foreign marks, registered with the appropriate intellectual property organization of your country; state registrations are not considered valid for these purposes), Go Daddy requests that the Complaining Party substantiate such claim by either: (i) filling out the form available [here](#), or (ii) providing the following information via email to TrademarkClaims@godaddy.com. The words "Trademark Claim" should appear in the subject line. **[INTA Note: Go Daddy includes a list of factors that must be included in order for the complaint to be effective. We suggest consulting this policy before contacting GoDaddy].**

Hitfarm

www.hitfarm.com

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TERMS OF SERVICE AND CONTACT US

<http://www.hitfarm.com/terms.html>
<http://www.hitfarm.com/index.php?action=contactus>

Terms of Service:

Any domain names that consist of generic keywords that do not infringe on trademarks are generally accepted. ...

6.1 Partner shall not deliver traffic from Inappropriate URL's or Excluded URL's.

6.2 Partner shall ensure that the Domain Names do not and will not include any Excluded URLs. Partner shall review all URLs prior to directing Users who access such URLs to the Landing Page to make certain that such URLs are not Excluded URLs. Partner shall not direct Excluded URLs to any page that is associated with Hitfarm, or on which the Licensed Materials or a link to the Hitfarm services are available. . . a)"Excluded URLs" shall mean all Hitfarm Removed URLs and all Inappropriate URLs. b)"Hitfarm Removed URL" means any URL that Hitfarm has notified Partner shall be removed from the Program for any reason.

d)"Inappropriate URL" means a URL... for which Partner has any reason to believe or has been notified that... iii) the URL violates the trademark (or other related rights), copyright, trade secret, patent or other right of any third party... The following serve as examples (but is not a complete or whole list) of URLs and URL content that is contrary to Hitfarm's policies and therefore

Terms of Service:

7.10 Should the ownership or any right, title or interest of any Domain Name become the subject of a dispute between Partner and any third party, Hitfarm may (1) immediately cease to provide the any services, content or participation in the Program for any affected Domain Names; (2) immediately terminate this Agreement notwithstanding Section 4.1; or (3) withhold payment to Partner until one of the following occurs:

- a. Partner, Hitfarm and the third party enter in to a written agreement for the disposition of all payments due under this Agreement; or
- b. Hitfarm is legally compelled by court order of competent jurisdiction to dispose of such payments. Hitfarm shall not be required to inquire in to or defend against any such order and will obey such court order.

Note:

Contact Us Page

"Please note that Hitfarm does not own any of the domain names in this program and we do not negotiate or relay messages about the sale of domain names. We will not become involved in any disputes that may arise between the registrants of any domain names in the program and trademark claimants or owners. We encourage trademark owners to resolve their disputes directly with the registrants through the UDRP process."

Hitfarm

www.hitfarm.com

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fall within the definition of Inappropriate URLs. This includes, but is not limited to the correct or incorrect spelling and variations of the following: trademarks, company names, names of specific natural persons, whether or not famous examples: McDonalds.com, macdnalds.com, xcerox.com, micaljordan.com

"Excluded URLs" shall mean all Hitfarm Removed URLs and all Inappropriate URLs.

COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. (Note: mostly focused on content, but trademarks mentioned)

When accessing the Site, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, **trademarks**, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third party rights rests solely with you. (Emphasis added.)

Hotkeys (Parking service for eNom)

<https://www.hotkeys.com/aboutus/hotkeys/index.aspx>

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<https://www.hotkeys.com/aboutus/hotkeys/terms-conditions.aspx>

The Terms of Use Section 12 provides:

Copyright Infringement

Hotkeys respects the intellectual property rights of others and requests that the people who use the Site do the same. It is our policy to terminate in appropriate circumstances any Account for repeated infringement of intellectual property rights, including copyrights, and we also reserve the right to terminate an Account for even one instance of infringement.

Section 5:

Prohibited Conduct

You agree not to do, or attempt to do, any of the following, subject to applicable law: (a) access or use the Site or any service on the Site in any way that violates or is not in full compliance with any applicable local, state, national or international law, regulation, or statute (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms;...

<https://www.hotkeys.com/aboutus/hotkeys/terms-conditions.aspx>

Hotkeys respects the intellectual property rights of others and requests that the people who use the Site do the same. If you believe that your work has been reproduced and is accessible on the Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing and information reasonably sufficient to permit Hotkeys to locate the material (for example, by providing a URL to the material);
4. your name, address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in your notification is accurate and a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Our designated agent to receive notification of claimed infringement can be reached at:

Copyright Agent
15801 NE 24th St
Bellevue, WA 98008, U.S.A
(425) 274-4500 x4323

It is our policy to terminate in appropriate circumstances any Account for repeated infringement of intellectual property rights, including copyrights, and we also reserve the right to terminate an Account for even one instance of infringement.³

³ Hotkeys is owned by Demand Media which owns eNom

Marchex (also MDNH, Inc.)

www.marchex.com/network

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<http://www.marchex.com/legal/advertising-guidelines.html>

TRADEMARK POLICY

An Advertiser's use and submission of any content that a third party asserts trademark rights to, without the authorization of the trademark owner, is a violation of these Specifications. Any Advertiser using such unauthorized Content assumes all liability with respect thereto and agrees to indemnify Company for any claims arising from such liability pursuant to the applicable terms and conditions of the advertising program.

<http://www.marchex.com/legal/advertising-guidelines.html>

Trademark owners (or their representatives) who have a good faith belief that an Advertiser is improperly using a trademark in Content are encouraged to contact such Advertiser directly, but may also directly contact Marchex with the following information:

1. Your name, company name, if applicable, and relevant contact information;
2. Trademark(s) in question;
3. Current registration information for the trademark(s);
4. Name of Advertiser improperly using trademarked term(s);
5. The keyword(s) causing the relevant Content to appear and any evidence of consumer confusion resulting from the display of such Content;
6. Copies of direct communications with the Advertiser regarding trademark concerns, if any; and
7. A statement certifying that the information in your claim is true and correct and that you are authorized to act on behalf of the trademark owner.

Upon receipt of the above information, Marchex will endeavor to review the relevant Advertiser's compliance with these Specifications and, if applicable, take appropriate action.

PROHIBITED USES

Neither the Content nor Advertiser's use of the advertising services may violate any applicable law, statute, or ordinance, including infringement of intellectual property rights. Company reserves the right to restrict or prohibit any and all uses or content that it determines in its sole discretion to violate this Section.

Moniker Online Services

<http://www.moniker.com/>

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<http://www.moniker.com/legal.jsp>

"8. DOMAIN NAME DISPUTE POLICY

If you reserved or registered a domain name through us, 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. You also agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and that these may be modified from time to time. "

<http://www.moniker.com/help/disputepolicies.jsp>

<http://www.moniker.com/legal.jsp>

"10. PROHIBITED CONDUCT

...

- the uploading, posting or other transmittal any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

...

We reserve the right to cancel or terminate your use of the services if you engage in any of the activities described above or your usage of the services results in, or is the subject of, legal action or threatened legal action, against Moniker or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit."

domain name from our Site, we will endeavor to do so and such shall be the limit of our responsibility. You also agree that if a Domain review does not result in removal of the Domain, the complaining party will not be allowed to resubmit its complaint unless he can allege new facts unknown during the initial complaint.⁴

⁴ Moniker is a subsidiary of Oversee.net

NameDrive

www.namedrive.com

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GENERAL TERMS OF SERVICE

http://www.namedrive.com/_static/txt/terms/terms_of_service.html

The user will not use the Site or Services in any manner that infringes upon the contractual, intellectual property or privacy rights of any third party.

NameDrive will not be responsible for any act or omission of you or any third party, including any violation of intellectual or privacy rights. Although ND may periodically monitor the Site, user behavior, intellectual property, or privacy matters, you agree that ND has no obligation to do so or to take any action whatsoever, including verification of ownership of, or non-infringement of any intellectual property or privacy right.

INFRINGEMENT NOTIFICATION POLICY

http://www.namedrive.com/_static/txt/terms/terms_of_service.html#InfringementPolicy

If you believe that your intellectual property rights have been violated by a ND user, please submit a complaint in accordance with the below procedure. A complaint may or may not result in our suspending or terminating a user's access to and use of the Services.

TRADEMARK CLAIMS

1. Submitting a Complaint: Send a written communication to the following address: *(no address given)*. The written communication must include:

1. Name of Company
2. Contact information (including email address)
3. List of intellectual property right(s) at issue and jurisdictions in which registered
4. The specific domain names at issue.
5. If certain affiliates or partners are permitted to use your trademark in their domain names
6. "I have a good faith belief that use of the trademarks described above with domain names described above are not authorized by the trademark owner or its agent, nor is such use otherwise permissible under law."
7. "I represent that the information in this notification is true and correct and that I am authorized to act on behalf of the trademark owner."
8. Your signature and BLOCK PRINTED FULL NAME AND TITLE.

2. Namedrive review: After we have received your complaint, both you and the domain owner will be sent an email confirmation which will outline the domain in question and the party submitting the complaint. Domain owners are given three (3) days to respond. We will issue our decision to both you and the domain owner.

3. Namedrive decision: You agree that if the decision is made to remove the domain name from our Site, we will endeavor to do so and such shall be the limit of our responsibility. You also agree that if a Domain review does not result in removal of the Domain, the complaining party will not be allowed to resubmit its complaint unless he can allege new facts unknown during the initial complaint.

NameKing.com, Inc.

<https://www.nameking.com/>

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No specific trademark or copyright policy listed

https://www.nameking.com/docs/registration_agreement

The Registration Agreement provides the following:

NOT INCLUDED IN THE SERVICES: Without limitation, the following are not included in the Services: We cannot and do not check to see whether the domain name(s) you select, or the use you make of the domain name(s), or other of the Service(s), infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use infringes legal rights of others. We might be ordered by a court to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you. We will comply with court orders unless you contact us to contest the order.

Representations and warranties: you represent that, to the best of your knowledge and belief, neither the registration of a domain name nor the manner in which it is directly or indirectly used nor the use of other of the service(s) infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your procurement of the service(s) is accurate...

No specific trademark or copyright complaint procedures listed, although a link to the UDRP is provided.

The Registration Agreement provides the following:

Termination Provisions:

We may terminate or suspend the Service(s) at any time for cause, which, without limitation, includes registration of prohibited domain name(s), abuse of the Services, payment irregularities, serious allegations of illegal conduct, or if your use of the Services involves us in a violation of any Internet Service Provider's ("ISP's") acceptable use policies, including the transmission of unsolicited bulk email. You agree that if we terminate or suspend the Services provided to you under this Agreement, that we may then, at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously providing to you and that any reference in this Agreement to termination or suspension of the Services to you includes this option. If we have grounds to terminate or suspend Service(s) with respect to one domain name or in relation to other Service(s) provided through your account, we may terminate or suspend all Service(s) provided through your account, including Service(s) to other domain names

You also agree that NameKing shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as NameKing receives a properly authenticated order from a court of competent jurisdiction⁶

⁶ NameKing is part of the Oversee.net family of companies

Parked

www.parked.com

Trademark Policy/Agreement Terms

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TERMS OF SERVICE & PRIVACY POLICY

<http://www.parked.com/tos/>

Defines “**inappropriate URL**” as including a URL we have reason to believe or have been notified that violates the trademark, copyright, trade secret, patent or other intellectual property right of any 3rd party.

Inappropriate URLs include, but are not limited to, the incorrect spellings and variations of the following: trademarks, company names, etc. Inappropriate URLs may not be included in our System.

If you post a third party's intellectual property, you are specifically warranting that you have the right to put this material into the public domain.

You warrant that you are the registrant, or their duly authorized agent, for all of the domains you submit for inclusion in our Service and that none of the domains violates, infringes upon, or in any other way damages or improperly uses any third parties intellectual property, including but not limited to trademarks, service marks, and/or names.

BREACH AND REVOCATION

<http://www.parked.com/tos/#breach>

In the event that you breach any provision of this Agreement, you agree that we reserve the right, in our sole discretion, to immediately terminate your use of our Service without providing any notice to you. You specifically accept this termination clause and waive any right to object to it in any dispute.

In the event we determine that you have or continue to violate this Agreement:

- i. We reserve the right to prosecute civil and/or criminal actions against you for any abusive behavior you engage in regarding your use of our Service; and
- ii. You will also be subject to legal, administrative, and technical fees in a reasonable amount for damages incurred by us for any violations of this Agreement.

Revenue Direct www.revenuedirect.com	
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http://www.revenuedirect.com/aboutus.htm ⁷	

⁷ This company is now under the control of Sedo.

Sedo

(www.sedo.com)

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TERMS OF USE Agreement under Policy Tab

http://www.sedo.com/about/policy.php?page=terms_us&tracked=&partnerid=&language=us

Policy – Rules for Domain Parkers

Intellectual Property Rights: Unfortunately, a few bad apples have soured the practice of domain owners who legitimately park domain names they own in a parking program such as Sedo's. For that reason and more, Sedo takes IP infringement seriously and has instituted policies and procedures allowing rights holders to submit complaints to Sedo regarding the possible infringement by a domain owner participating in the parking program. With trademark infringement and click-fraud making front page news, users who participate in Sedo's Parking Program represent that they are the rightful owner of their domains and that no intellectual property rights would be infringed by their participation in Sedo's parking program. If you are not sure whether or not your domain names might possibly infringe a third party's IP rights, please search a trademark database such as the free service provided by the U.S. Patent & Trademark Office or to search international trademarks try the free service provided by the World Intellectual Property Organization.

Terms of Use

5.3.3. User Obligation: Users who utilize the Domain Parking Service are obligated to follow and abide by [the Domain Parking Specifications and Guidelines](#) as described above. Furthermore, Users who utilize the Domain Parking service are obligated and solely responsible for verifying that their use of the Domain Parking Service with

Policy - Rights Protection Program

Sedo developed the Rights Protection Program (RPP) to give intellectual property rights holders a streamlined process for submitting complaints regarding domains being listed for sale or being parked with Sedo. By encouraging rights holders to utilize the RPP complaint process, Sedo can protect intellectual property with:

- a. Detailed rules for domain sellers and parkers prohibiting to deter use of potentially infringing domains
- b. Suspension of domains to prevent their sale while being investigated
- c. Thorough and prompt review of domains reported to Sedo by intellectual property rights owners by Sedo staff trained in intellectual property
- d. Cancellation of accounts for repeat offenders

Required Information to process complaint:

- a. Name of Company
- b. Contact information (including email)
- c. List of IP right(s) at issue and the country/countries in which it is registered
- d. The specific domain names at issue.
- e. If certain affiliates or partners are permitted to use your trademark in their domain names, please list those company names
- f. Include: "I have a good faith belief that use of the trademarks described above with domain names described above are not authorized by the trademark owner or its agent, nor is such use otherwise permissible under law."

Include: "I represent that the information in this notification is true and correct and that I am authorized to act on behalf of the trademark owner."

Your signature.

Sedo
(www.sedo.com)

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his/her Domain(s) does not and will not violate the rights of any third parties, including, but not limited to, trademark rights, naming rights, and rights protected by unfair competition laws. In addition, should User receive notice from a third party regarding their use of Sedo's Domain Parking Service, the User is obligated to immediately cease their use of the Domain Parking Service for the respective Domain and contact Sedo and provide any relevant information related to such notice.

Skenzo

www.skenzo.com

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<http://manage.skenzo.com/legal/Agreement.pdf>

(See Comments Column)

Representatives and Warranties

SKFZE and the Contractee represent and warrant that:

. . . The Contractee acknowledges that the content on the Parked Domains is generated automatically. SKFZE makes no warranties as to the appropriateness, validity and noninfringement of such content. SKFZE makes no warranties that such content will not violate any applicable laws. Contractee has the ability to discontinue the parking service for any Parked Domain and as such may choose to do so at their sole discretion. The entire risk

arising out of the use of the Domain Parking Service remains with the Contractee and the Contractee will indemnify SKFZE of any claims arising in relation to this clause;

Contractee represents and warrants that it shall use information and services provided by SKFZE in a manner that complies with applicable laws;

Contractee represents that each Parked Domain is a duly registered domain name of which Contractee is (a) the exclusive and official registrant, exclusively owns and controls, and exclusively owns all rights in, or (b) is duly, expressly and exclusively authorized directly, or indirectly, by each of the

Rights of SKFZE

SKFZE may in its own discretion temporarily or permanently stop displaying pages of the Parked Domains or modify the contents of the Parked Domains, in order to optimize the monetization opportunity for that Parked Domain, or to correct mistakes made by SKFZE, or in case of any breach of this agreement, or in case of Termination of this agreement, or if SKFZE learns of any such event which SKFZE reasonably determine would lead to Termination of this Agreement or would constitute as breach thereof, or to protect the integrity and stability of SKFZE's services, or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in compliance with any agreements executed by SKFZE, or if the agreements between SKFZE and its Advertising Partners terminates or expires without renewal, or to avoid any liability, civil or criminal, on the part of SKFZE, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Contractee or any other authorized representatives of the Contractee violate any applicable laws/government rules/usage policies, including but not limited to, intellectual property, copyright, patent, anti-spam, or SKFZE learns of the possibility of any such violation, or upon authorization from the Contractee in any manner that SKFZE deems satisfactory, or for any other appropriate reason.

Acceptable Usage

Contractee will not enroll a domain name in the Domain Parking Service for which Contractee does not have the right to do so or where such enrollment may violate any laws, intellectual property rights including without limitation trademark, service mark, tradename rights. In the event that SKFZE learns of any such domain name then SKFZE shall have the right to cancel any such names, and, in appropriate situations, in the sole discretion of SKFZE, terminate Contractee's account and seek legal recourse against the Contractee and any others involved. Contractee will indemnify SKFZE against any claims or suits arising as a result of this clause.⁸

⁸ Must be a client in order to view Agreement documents.

Skenzo

www.skenzo.com

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associated official registrant(s) (each a "Registrant"), through a valid and fully enforceable written or click-through agreement with each such Registrant, to permit SKFZE to perform the services, as contemplated under this Agreement as of the date and during the term such domain name remains a Parked Domain.

Intellectual Property

Contractee shall further ensure that Contractee does not infringe any intellectual property rights or other proprietary rights of any person or entity, while using services under this Agreement. Contractee acknowledges that SKFZE, cannot and do not, check to see whether any services or the use of the services by the Contractee under this Agreement, infringes legal rights of others.

TrafficZ

www.trafficz.com

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TERMS OF SERVICE

<http://www.trafficz.com/terms-of-service>

WHEREAS, Client owns, controls and/or operates a portfolio of Domain Names and/or Websites composed solely of Appropriate Domain Names.

1.14 "Inappropriate Domain Name" means a Domain Name for which TrafficZ has reason to believe or has been notified that:

1.14.c. the Domain Name violates the trademark (or other related rights), copyright, trade secret, patent or other intellectual property right of any third party;

2.3 Upon the Effective Date and throughout the Term of this Agreement, Client represents and warrants and shall ensure that, to the best of its knowledge, each Domain Name that it elects to monetize through the Program and/or Services does not violate the trademark, copyright, patent or any other intellectual property rights of any third party in connection with the goods and/or services advertised through the Program in connection with the Monetized Domain. Client is responsible for conducting a trademark search (and/or all other applicable legal searches) concerning each Monetized Domain to ensure continued compliance with this Section. Client agrees to indemnify, defend and hold harmless TrafficZ, and its officers, directors, employees, agents, successors, and assigns, for any claims made by any party alleging that a Domain Name utilizing the Program and/or Services constitutes a trademark violation.

TERMS OF SERVICE

<http://www.trafficz.com/terms-of-service>

2.1 Subject to the terms hereof, TrafficZ agrees to: (i) make available to Client's Monetized Domains a Landing Page through which Advertising Networks will be linked for the act of providing Advertisements to End Users of Client's Monetized Domains; or (ii) redirect End Users to Zero Click advertisers upon End Users visiting Client's Monetized Domains. Notwithstanding the foregoing, the delivery of the Services by TrafficZ hereunder is entirely discretionary. At any time and for any or no reason, TrafficZ may exclude individual or multiple Monetized Domains from the Services with or without notice in its sole and absolute discretion. Furthermore, TrafficZ reserves the right to deny Services to Client at any time and for any or no reason.

2.2 Upon the Effective Date and throughout the Term of this Agreement, Client agrees to:

2.2.j. not utilize or permit to be utilized any Monetized Domain for ... any other illegal and/or dubious purpose or activity, as determined by TrafficZ in its sole and absolute discretion.

6.2.c. TrafficZ may terminate this Agreement effective immediately and without notice if ... (iii) TrafficZ determines, in its sole and absolute discretion, that Client is ... delivering any fraudulent or questionable traffic

WhyPark

www.whypark.com

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TERMS OF USE

<http://www.whypark.com/terms.htm>

WhyPark.com provides domain services to our members. Our members own or control their domain names at all times we provide service to them. We require that all related domain names for which our members seek our services do not infringe upon any copyright, trademark or any other intellectual property or civil rights of any nature.

You agree that each domain name for which you seek our services does not violate the trademark, copyright, patent or any other intellectual property rights of any third party in connection with the goods and/or services advertised through the Program in connection with the Hosted Domain. You are responsible for conducting a comprehensive trademark search concerning each Hosted Domain to ensure continued compliance with this condition. You agree to indemnify, defend and hold harmless Parked.com, Ltd, and its officers, directors, employees, agents, successors, and assigns, for any claims made by any party alleging that a Domain Name parked via our Services constitutes a trademark violation. We may remove any Domain Name for any reason from our Services.

BREACH AND REVOCATION

<http://www.whypark.com/terms.htm>

We may terminate this Agreement effective immediately and without notice if ... (iii) we determine, in our sole and absolute discretion, that you have violated any term or condition of this Agreement or are otherwise delivering any fraudulent or questionable traffic.

Wild West Domains

<http://www.wildwestdomains.com/>

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http://www.wildwestdomains.com/agreements/ShowDoc.aspx?pageid=REG_SA

Generally incorporates the UDRP for any TM dispute regarding a domain name.

“9. Parked Page Service

Wild West provides its Parked Page services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such services. Further, the services provided, including, but not limited to, the advertisements, shall be based upon the content of your website and may include, but are not limited to, advertisements of your competitors. Wild West explicitly reserves the right and sole discretion to:

- · ·
- vi. Terminate your Parked Page service if you violate, or potentially violate, or are alleged to have violated, any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, business or personal dispute or argument, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.”

Instructions for filing non-domain name trademark disputes are here:

http://www.wildwestdomains.com/agreements/ShowDoc.aspx?pageid=TRADMARK_COPY

The form to fill out for reporting Trademark disputes is here:

http://www.wildwestdomains.com/gdshop/change/trademarkclaims.asp?prog_id=wildwestdomains

“ 2. Upon receipt of the appropriate information identified in Section 1 above, for trademark claims, Wild West will initiate an investigation. While Wild West is investigating the claim, Wild West, at its sole discretion and without any legal obligation to do so, may notify the posting party it will lock down the posting party's domain name(s), redirect the posting party's DNS, forward the Complaining Party's written notification to the posting party, and/or if it is solely stored on a Wild West server, temporarily remove or deny access to the challenged material.

3. If Wild West concludes that the Complaining Party has raised a legitimate trademark claim, it may, at its sole discretion and without any legal obligation to do so, continue to suspend the posting party's Wild West account and/or if it is solely stored on a Wild West server, deny access to the challenged material. If Wild West concludes that the Complaining Party has not raised a legitimate claim or if it is not clear whether the Complaining Party has raised a legitimate claim, Wild West will restore access to the challenged material.”⁹

⁹ GoDaddy provides all of the technology back-end for Wild West's registrar operations.