

**DOMAIN PARKING:
REGISTRAR SURVEY**

<u>Go Daddy</u>	
Trademark Policy/Agreement Terms	Trademark Complaint Procedures/Registrar Company Statement of Ability to Terminate
<p>Universal Terms of Service http://www.godaddy.com/agreements/showdoc.aspx?pageid=UTOS Generally incorporates the UDRP for domain name disputes.</p> <p>“4. GENERAL RULES OF CONDUCT You acknowledge and agree that:</p> <p>iv. You will not use this Site or the Services found at this Site in a manner (as determined by Go Daddy in its sole and absolute discretion) that:</p> <p>...</p> <ul style="list-style-type: none"> •Infringes on the intellectual property rights of another User or any other person or entity; <p>...</p> <p>7. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY</p> <p>Go Daddy generally does not pre-screen User Content (whether posted to a website hosted by Go Daddy or posted to this Site). However, Go Daddy reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. Go Daddy may remove any item of User Content (whether posted to a website hosted by Go Daddy or posted to this Site) and/or terminate a User’s access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise</p>	<p>Trademark and/or Copyright Infringement Policy http://www.godaddy.com/agreements/ShowDoc.aspx?pageid=trademark_copy</p> <p>Trademark Complaint Form http://www.godaddy.com/gdshop/change/trademarkclaims.asp?prog_id=GoDaddy&isc=</p> <p>“2. Upon receipt of the appropriate information identified in Section 1 above, for trademark claims, Go Daddy will initiate an investigation. While Go Daddy is investigating the claim, Go Daddy, at its sole discretion and without any legal obligation to do so, may temporarily remove the challenged material from Go Daddy Auctions, 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 Go Daddy server, temporarily remove or deny access to the challenged material.</p> <p>3. If Go Daddy 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, permanently remove the challenged material from Go Daddy Auctions, continue to suspend the posting party's Go Daddy account and/or if it is solely stored on a Go Daddy server, deny access to the challenged material. If Go Daddy 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, Go Daddy will restore access to the challenged material.”</p>

Go Daddy

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<p>violating this Agreement (as determined by Go Daddy in its sole and absolute discretion), at any time and without prior notice. Go Daddy may also terminate a User’s access to this Site or the Services found at this Site if Go Daddy has reason to believe the User is a repeat offender. If Go Daddy terminates your access to this Site or the Services found at this Site, Go Daddy may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.</p> <p>...</p> <p>10. TRADEMARK AND/OR COPYRIGHT CLAIMS</p> <p>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 referenced above and available here.”</p>	

Network Solutions

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<p>ACCEPTABLE USE POLICY (AUP) Version 1.9 http://www.networksolutions.com/legal/aup.jsp</p> <p>Prohibited Uses</p> <p>I. You agree to comply with all applicable local, state, national and international laws and regulations regarding use of all services delivered by Network Solutions. The following are prohibited uses of our services: ...6.Using the Private Registration service to provide anonymity to activities which are unlawful, fraudulent, or violate the intellectual property rights of a third party.</p> <p>IV. You agree that you will not . . . (iii) interfere or infringe with any trademark or proprietary rights of any other party</p> <p>#####</p> <p><u>SERVICE AGREEMENT VERSION NUMBER 9.6, SCHEDULE A (ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES)</u> http://www.networksolutions.com/legal/static-service-agreement.jsp#domains</p> <p>11. Under Construction Page. You acknowledge and agree that any or all domain names that are (i) registered with Network Solutions, (ii) hosted on a Network Solutions domain name server, and (iii) do not otherwise resolve to an active Website, may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Network Solutions may place on any such Under Construction Page promotions and advertisements for, and links to, Network Solutions' Website, Network Solutions product and service offerings, third-party Websites, third-party product and service offerings, and/or Internet search engines. You agree that Network Solutions may</p>	<p><u>SERVICE AGREEMENT VERSION NUMBER 9.6, SCHEDULE A (ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES)</u> http://www.networksolutions.com/legal/static-service-agreement.jsp#domains</p> <p>5. Domain Name Dispute Policy. If you 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. The current version of the domain name dispute policy may be found at our Website: http://www.icann.org/dndr/udrp/policy.htm. In the event of any inconsistency between the provisions in this Agreement and those in the domain name dispute policy, the provisions of this Agreement shall prevail.</p> <p>#####</p> <p>ACCEPTABLE USE POLICY (AUP) Version 1.9 http://www.networksolutions.com/legal/aup.jsp</p> <p>Violations If Network Solutions determines in its sole discretion that your conduct violates the terms of this Acceptable Use Policy, Network Solutions may suspend, restrict, terminate, delete content, or take any other appropriate action with regard to your services without any obligation to refund fees paid. Network Solutions reserves the right to take such actions without notice to you. You understand that we reserve the right to conclude that your conduct is in violation of the standards set forth in this Acceptable Use Policy, and we may arrive at such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well founded, and even if (i) our opinion or suspicion is proven not to be well founded or (ii) we provide other customers services that have similar characteristics or are being used in a similar manner as your services. You agree that we, in responding to a third party complaint, reserve the right in our sole discretion to suspend or terminate the services subject to this Acceptable Use Policy without notice and with no obligation to refund fees paid. You also understand and agree that by providing you services, Network Solutions in no way endorses your Web site or deems your content to be suitable under the terms of this Agreement.</p>

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<p>change the content and/or appearance of, or disable, any Under Construction Page at any time, in its sole discretion, and without prior notice. If for any reason, you do not want a domain name to resolve to the Under Construction Page described above, you may select an Under Construction Page that contains only Network Solutions branding and a domain name registration search box, as provided on our Website. You also agree that any domain name directory, sub-directory, file name or path (e.g.) that does not resolve to an active web page on your Website being hosted by Network Solutions, may be used by Network Solutions to place a "parking" page, "under construction" page, or other temporary page that may include promotions and advertisements for, and links to, Network Solutions' Website, Network Solutions product and service offerings, third-party Websites, third-party product and service offerings, and/or Internet search engines. You agree that Network Solutions may change the content and/or appearance of, or disable any of these temporary pages at any time, in its sole discretion, and without prior notice.</p>	

Register.com

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	<p><u>UNIFORM DOMAIN NAME DISPUTE POLICY</u> [Restatement of ICANN UDRP] http://www.register.com/policy/dispute.rcmx</p> <p>#####</p> <p>Register.com is reticent about specifying any trademark provisions in their User Agreement other than to state the following:</p> <p><u>DOMAIN NAME REGISTRATION AGREEMENT</u> http://www.register.com/policy/servicesagreement.rcmx#1</p> <p>You acknowledge and agree that your rights to any domain name registered or renewed by Register.com on your behalf or otherwise used in conjunction with the Services are not being granted by Register.com but are subject to the rules and regulations of the Internet Corporation for Assigned Names and Numbers ("ICANN"), the related registry and applicable law. As such, in addition to this Agreement, you agree to also abide by any and all terms and conditions promulgated by ICANN, as amended from time to time, which are hereby incorporated and made a part of this Agreement by reference, for all domain name registrations or renewals, including but not limited to, the Uniform Domain Name Dispute Resolution Policy ("UDRP"), as well as any policy that ICANN has established or may establish with respect to Domain Names and/or WHOIS information (Click here for a current copy of the UDRP)</p> <p>Suspension, Cancellation, Transfer or Modification of Service(s)</p> <p>You acknowledge and agree that Register.com may suspend, cancel, transfer or modify the Services and/or your use thereof at any time, for any reason, in Register.com's sole discretion and without notice to you. You also acknowledge and agree that Register.com shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services. Without limiting the foregoing, Register.com may, in its sole discretion, suspend, cancel, transfer or modify a domain name registration or your other use of the Services, without notice to you (i) to correct mistakes made by Register.com, another registrar, or the applicable registry administrator, (ii) to resolve a dispute related to that domain name, (iii) within thirty (30) calendar days of the creation date of that domain name registration, (iv) if you materially breach this Agreement (including any applicable additional rule or policy), (v) if you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, (vi) if you or your use of a domain name, Website, or the Services is determined, in Register.com's sole discretion, to violate the Register.com Acceptable Use Policy, or (vii) if you use a domain name, Website or the Services in connection with any prohibited, improper, questionable, infringing or unlawful activity.</p>

Tucows/OpenSRS

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<p>Hover Terms of Service http://ask.hover.com/forums/32358/entries/21801</p> <p>Open SRS Registration Agreement http://www.opensrs.com/docs/contracts/exhibita.htm</p> <p>“8.DOMAIN NAME DISPUTES. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the dispute policy adopted by the applicable registry. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding your domain name, Tucows may, at its sole discretion, suspend your ability to use your domain name or to make modifications to your registration records until (i) Tucows is directed to do so by the judicial or administrative body, or (ii) Tucows receives notification by you and the other party contesting your domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration or use of your domain name, Tucows may deposit control of your registration record into the registry of the judicial body by supplying a party with a registrar certificate from us.</p> <p>9.POLICY. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy, (1) to correct mistakes by us or a registry in registering the name or (2) for the resolution of disputes concerning the domain name.”</p>	<p>No hosting services.</p> <p>No obvious trademark complaint process.</p> <p>No obvious statement of ability to terminate.</p>

Melbourne IT

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<p>http://www.melbourneit.com.au/policies/acceptableusepolicy.php</p> <p>Acceptable Use Policy provides the following in Section 5:</p> <p>Intellectual Property and Privacy Violations - This means engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. It may also mean engaging in any activity that violates privacy, publicity, or other personal rights of others. You agree that where required by law, Melbourne IT or its Supplier may remove or block access to your content. You also agree that Melbourne IT or its Supplier may terminate your privileges if who commit repeat violations of copyright laws.</p>	<p>No specific trademark complaint procedures listed.</p> <p>http://www.melbourneit.com.au/policies/acceptableusepolicy.php</p> <p>Acceptable Use Policy provides the following in Section 6</p> <p>In addition to any other rights in clause 5, if you engage in any Prohibited Activity, or, if Melbourne IT or its Supplier become aware that you are otherwise engaging in any harmful activities, or, you otherwise breach or violate any of the terms of this AUP, you agree that Melbourne IT or its Supplier may take any action to stop the Prohibited Activity, harmful activity, violation or breach of this AUP, including but not limited to:</p> <ul style="list-style-type: none">removing any or all information, content, material software or other content stored in the facilities, network or systems of Melbourne IT or its Supplier;shutting down a websites (which may include, without limitation, for the avoidance of doubt, parked pages and online cards);implementing screening software designed to block offending transmissions;denying access to the Internet;suspending your access to the Services;terminating your account with Melbourne IT without notice to you; ortake any other action it deems appropriate

Dotster

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<p>REGISTRATION AGREEMENT</p> <p>https://secure.dotster.com/order/register/agreement.php?siteid=4798</p> <p>You agree to: ... not Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;</p> <p>You certify that, to the best of your knowledge, information or belief under penalty of fraud, the following is true: ...</p> <p>Neither the registration nor the use of the requested domain name interferes with or infringes upon the lawful rights of any person;</p> <p>The domain name has not been registered for and will not be used for ... infringement of the legitimate trademark rights of others</p>	<p>DOMAIN COMPLAINT (form)</p> <p>https://secure.dotster.com/services/complaint/complaint.php?siteid=4798</p> <p>REGISTRATION AGREEMENT</p> <p>https://secure.dotster.com/order/register/agreement.php?siteid=4798</p> <p>Dotster, Inc. reserves the right to suspend, cancel, transfer or modify your domain registration if: (a) you materially breach this Agreement (including the Dispute Policy) and do not cure such breach within ten (10) days of notice by Dotster, Inc. ... (c) you use your domain in connection with unlawful activity; or (d) you violate this Agreement.</p> <p>Registrant acknowledges that it has read and understood, and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are incorporated and made an integral part of this agreement:</p> <p>1. Uniform Domain Name Dispute Resolution Policy ("UDRP"). The UDRP applies to challenges to a registered domain name on the grounds that the domain name is identical with or confusingly similar to a trademark in which the complainant has rights, and can be viewed at http://www.icann.org/dndr/udrp/policy.htm;</p>

Moniker

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Registration Agreement

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

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 infringe any legal rights of others.

As a condition of your use of our services, you agree not to use them for any purpose that is unlawful or prohibited by this Agreement, and you agree to comply with any applicable local, state, federal and international laws, government rules or requirements.

Without limiting the generality of the foregoing, you agree that the following is a non-exclusive list of actions that are not permitted when using the services:

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

You represent, warrant and agree that:

. . .to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe, or conflict with, the legal rights of a third party, including their intellectual property rights

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. The current version of this dispute policy may be found at our Web site: <http://www.moniker.com/help/disputepolicies.jsp>.

Domain Name Disputes

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our 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, defend and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. 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.

If we are notified that a complaint has been filed with another registrar or a judicial, governmental or administrative body regarding your use of our domain name registration services, (i) we may, in our sole discretion, take whatever action we deem necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of such judicial, governmental or administrative body until such time as the dispute is settled and you shall hold us harmless for any such action taken in good faith and (ii) you agree not to make any changes to your domain name record without our prior approval. You agree that we may disallow you to make changes to such domain name record until we receive formal notice from the relevant judicial or administrative body directing us to do otherwise, or if we receive notification from you and the other party contesting your use of our domain name registration services that the dispute has been settled.

Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may in our sole discretion deposit control of your domain name with the court by supplying the court a registrar certificate. You agree that we may comply with all court orders, domestic or international, directed against you and/or the domain name registration and may move such domains into our disputed domain account at Moniker. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (1) to correct mistakes made by us or the registry in registering your chosen name or (2) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

For the adjudication of disputes concerning or arising from use of any domain name you register with us, you submit, without prejudice to other potentially applicable jurisdictions and without objection on the basis of forum nonconveniens or any other basis, to the jurisdiction of the courts (1) of your domicile, and (2) where we are located in Pompano Beach, Florida.¹

¹ All relevant terms, other than restatement of ICANN's UDRP, are located solely in the registration agreement.

Enom

Trademark Policy/Agreement Terms

REGISTRATION AGREEMENT

<http://www.enom.com/terms/agreement.asp>

OBLIGATIONS RELATING TO THE ACCOUNT AND WHOIS CONTACT INFORMATION

You represent and warrant that the statements in your application are true and that no Services are being procured for any unlawful purpose, including but not limited to the infringement of any intellectual property right...Engaging in any Illegal Uses will constitute an incurable material breach of this Agreement.

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. 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.

COPYRIGHT POLICY

http://www.enom.com/terms/copyright_policy.asp

eNom respects the copyrights and other intellectual property rights of others and requests that the people who use its services do the same. eNom may access, preserve and disclose to third parties any of your information or data (including personally identifiable information and private communications) related to a written complaint of copyright infringement if eNom believes in its sole discretion that such access, preservation, or disclosure is necessary or useful to respond to or otherwise address such complaint.

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REGISTRATION AGREEMENT

<http://www.enom.com/terms/agreement.asp>

DISPUTE RESOLUTION POLICY

You are bound by all ICANN consensus policies and all policies of any relevant registry, including but not limited to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), along with the UDRP Rules and all Supplemental Rules of any UDRP provider. In the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP. If you or your domain name are the subject of litigation, we may deposit control of your domain name record into the registry of the judicial body by providing a party with a registrar certificate.

SERVICES PROVIDED AT WILL; TERMINATION OR SUSPENSION OF SERVICES

We and your Primary Service Provider may terminate or suspend the Services at any time for cause, which, without limitation, includes (vii) if your use of the Services involves us in a violation of any third party's rights or acceptable use policies, including but not limited to the violation of any copyright.

COPYRIGHT POLICY

If you believe your work has been reproduced or used in another way that constitutes copyright infringement, you may provide a notice to our copyright agent. You may notify us by providing our copyright agent with the following information in writing:

1. the electronic or physical signature of the rights holder in the copyright or the person authorized to act on behalf of that person;
2. identification of the copyrighted work that you claim has been infringed;
3. an identification of the material that is claimed to be infringing, and information reasonably sufficient to permit eNom to locate the material (for example, by providing a URL to the material); or, if applicable, identification of the reference or link to material or activity claimed to be infringing, and information reasonably sufficient to permit eNom to locate that reference or link;
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 rights holder, 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 rights holder or are authorized to act on the behalf of the rights holder.

It is our policy to terminate in appropriate circumstances an account or the access rights of a subscriber for repeated copyright infringement, and we also reserve the right to terminate an account or subscriber for even one instance of infringement.²

² Enom offers free domain parking to its domain name customers, but provides no publicly accessible terms re that service.