

# NAMEBLOCK TERMS AND CONDITIONS & ACCEPTABLE USE POLICY

*Last updated: August 31, 2023*

These Terms & Conditions (the “Terms”), together with the Blocking Agreement entered into with an authorized NameBlock Reseller, NameBlock’s Privacy Policy, Acceptable Use Policy and Dispute Resolution Policy, as well as other applicable Policies, including those of Third Party Blocking Services, linked to or provided on <https://nameblock.com/legal> (collectively “NameBlock Policies”) describe your rights and responsibilities as it relates to the application for and ownership of Blocks provided by NameBlock AS (the “Services”).

These Terms do not have to be signed in order to be binding. You understand and indicate your assent to these Terms and other NameBlock Policies and that you have the legal capacity to agree to these, by entering into the Blocking Agreement. We may update, improve or modify the Services, Terms or NameBlock Policies from time to time and your continued use of the Services after such changes are put into effect means that you approve and consent to the changes.

If you are applying for a Block on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to you and that company or other legal entity.

## 1. DEFINITIONS AND INTERPRETATION

1.1. “Abuse Variants List” means the list of Variants of the Block Label that is generated by NameBlock’s abuse variant algorithm.

1.2. “Acceptable Use Policy” or “AUP” means NameBlock’s policy for acceptable use of its Services, as amended from time to time.

1.2. “Agreement” means this Registry Agreement, including its appendices, modifications and supplements thereof or thereto.

1.3. “Applicant” means a natural person, organization or company that wishes to submit a Block Application.

1.4. “Block” or “Blocks” or “Blocked” means one or a collection of domain names that have been blocked from registration in the Registry System.

1.5. "Block Application" means a request to create a certain Block submitted via a NameBlock Reseller on behalf of an Applicant.

1.6. "Block Label" means the term upon which a Block Application is submitted and a Block may be created.

1.7. "Block Owner" or "Owner" means the owner of a Block.

1.8. "Blocked Domain Name" means a Domain Name that is Blocked from registration and is included within an active Block.

1.9. "Blocking Policy" means the policy that has been developed by the Registry Operator that has been approved by ICANN (if required) and is published by the Registry Operator.

1.10. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

1.11. "Disclosing Party" has the meaning set out in Clause 5.1.

1.12. "Domain Name" refers to a domain name within the domain of the Registry TLD, consisting of at least a Second Level (left of the dot) and Top Level (right of the dot), e.g. example.TLD, for which Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database.

1.13. "DNS" means the Internet Domain Name System.

1.14. "Effective Date" shall be the date first set forth on the first page of this Agreement.

1.15. "EPP" means the Extensible Provisioning Protocol, a version whereof is used by the Registry System in the provision of Registry Services.

1.16. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.17. "IPR Claim" has the meaning set out in Clause 6.1.2

1.18. "NameBlock" has the meaning set out in the "Parties" section.

1.19 "NameBlock Policies" means other policies referred to in these Terms, including NameBlock's Privacy Policy, Dispute Policies and any other NameBlock rules or policies as they relate to the Services and these Terms, available at <https://nameblock.com/legal>

1.19. "Personal Data" refers to data about any identified or identifiable natural person.

1.20. "Portal" or "NameBlock Portal", which is part of the NameBlock System, is the online website where the Registry can access information about their NameBlock Services.

1.21. "Receiving Party" has the meaning set out in Clause 5.1

1.22. "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain name availability lookup requests or Whois queries, for some or all of those domain names.

1.23. "Registry Operator" means the individual or entity whose details are set out in the "Parties" section who is responsible for operating one or several TLDs and managing its respective Registry Databases.

1.24. "Registry Service Provider" means the technical backend provider as selected by the Registry Operator.

1.25. "Registry System" means the system operated by Registry Operator in providing Registry Services for the TLD, including but not limited to the API's and the Software.

1.26. "Reseller" means an entity authorized by NameBlock to sell the Services.

1.27. "Revenue Share" means the proportion of the revenue shared with the Registry Operator as described in Appendix 3.

1.28. "Services" or "Name Block Services" means the NameBlock Services as specified in Appendix 2.

1.29. "Second Level Domain" or "SLD" means second level domain, representing the Domain Name to the left of the dot preceding the TLD (e.g., in the Domain Name "example.TLD", "example" is the SLD).

1.30. "Term" means the term of this Agreement, as set forth in Subsection 8.1.

1.31. "TLD" or "TLD(s)" means a top-level domain of the DNS operated by the Registry Operator as specified in Appendix 1.

1.32. "Third Party Blocking Services" means any blocking service provided via the NameBlock marketplace that is owned and operated by a third party.

1.33. "Variant" or "Variants" means one or several term(s) in the list generated by NameBlock's abuse variants algorithm.

1.34.. Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

## **2. THE SERVICES**

NameBlock offers a marketplace for domain name blocking services. For any of the offered Third Party Blocking Services, you are required to comply with the terms and conditions as well as the respective dispute resolution policy of the respective Third Party Blocking Service. NameBlock owned Blocking Services include AbuseShield and BrandLock.

### **2.1 AbuseShield**

AbuseShield blocks variants of a domain name that are commonly used for abusive purposes. The original domain name (Block Label Domain Name) alone, i.e. without any affixes, suffixes or in other ways altered, will not be blocked.

AbuseShield uses NameBlock's abuse variants algorithm to generate an Abuse Variant List consisting of variants of a Block Label, based on e.g. abuse suffixes, homoglyphs, common misspellings etc, and subsequently blocks a maximum of 500 Domain Names within the same participating TLD as the Block Label Domain Name.

#### **2.1.2 Requirements & Exclusion List**

No trademark required. However the owner of the Block Label Domain Name registration and the AbuseShield Block Applicant/Owner must be the same.

The Block Label must not be an IDN or start with xn-

A Variant will not be Blocked if it falls into any of the following categories (the "Exclusion List"):

- 5 or less characters in the SLD (in the display SLD, not punycode)
- Is a generic word (eg. about, best, computer etc) in any of 14+ supported languages
- Is excluded by a Registry Operator, e.g premium and reserved labels
- Is included in the list of ICANN Reserved Reserved Names for gTLDs
- Is a country, city, or geographic name
- Is listed in any of the trademark databases subscribed to by NameBlock

- Has a pre-existing block on it

Additional categories of what will not be blocked may be added by NameBlock at any time.

### **2.1.3 Block Duration**

You will specify the Block Duration when applying for the service. Block durations can be from 1 to 10 years.

### **2.1.4 Registered Domain Names**

In the event that the Abuse Variants List contains a Variant that corresponds to an already registered Domain Name in the relevant TLD, but the Variant would otherwise be eligible to get blocked, the Block will nonetheless get applied but won't go into effect for that specific Domain Name until it is deleted or expires.

### **2.1.5 Unblocking & Dispute Resolution**

A Blocked Domain Name variant can at any time be unblocked by the Block Owner for a fee of \$50 USD wholesale, excluding VAT, per unblocked variant. A Block or individual Blocked Domain Name may also get unblocked in accordance with NameBlock terms and conditions, NameBlock Policies, including dispute policy, and/or ICANN requirements. The person or entity requesting the unblock must also meet the TLD registration requirements (if there are any) as well as pay the registration fee.

## **2.2 BrandLock**

BrandLock blocks domain names that are identical to the Block Label under one or several participating top-level domains (TLDs).

### **2.2.2 Requirements & Exclusion List**

NameBlock will not accept a Block Application unless the applied-for Block Label meets the applicable requirements as defined in RFC 1035, RFC 1123, and RFC 2181, including the following technical and syntax requirements:

- the Block Label must consist exclusively of the letters A – Z (case insensitive), the numbers 0 – 9, and hyphens;
- the Block Label cannot begin or end with a hyphen;
- for blocks in IDNs, the Block Label must be in the languages the Registry offers and
- the Block Label can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in (c) above;

- the Block Label cannot exceed 63 characters and must contain at least three (3) characters.

NameBlock will run a check of the Block Application information with the Trademark Clearinghouse (“TMCH”) and request a valid SMD file to be submitted, where applicable and:

- The Block Label must be an exact match of the trademark registered in the TMCH. .
- The Block is only valid while there is an active subscription to the TMCH.

If the Block Label does not match an SMD file, but there is a label matching the Block Label in any of the other trademark databases that NameBlock subscribes to, proof of an active/live trademark registration for which the Block Applicant is the owner on record must be provided.

NameBlock will not block the following:

- Domain names excluded by the Registry Operator - including premium and reserved labels
- Domain Names with a pre-existing block on them
- 1 and 2 character SLDs.

Block Labels that neither exist in TMCH nor Trademark Databases will need to pass the the Exclusion List check, as amended from time to time. Included in the BrandLock exclusion list, and therefore not eligible for blocking by NameBlock, are:

- Block Labels that have 5 or less characters
- Block Labels that exist in TMCH or Trademark Databases subscribed to by NameBlock
- Generic words (eg. about, best, computer etc) in any of 14+ supported languages
- Domain Names excluded by the registry - including premium and reserved labels
- Is included in the list of ICANN Reserved Reserved Names for gTLDs
- Country, city, geographic names (may be *included in* the Block Label, but Block Label cannot consist exclusively of these names)
- Domain Names with a pre-existing block on them

Additional exclusion filters may be added by NameBlock at any time, without notice.

You also acknowledge and agree that NameBlock reserves the right, in its sole discretion, to deny or delete a Block Application or Block if requirements are not sufficiently met.

#### **2.2.4 Block Duration**

You will specify the Block Duration when applying for the service. Block durations can be from 1 to 10 years.

#### **2.2.5 Unblocking & Dispute Resolution**

A Blocked Domain Name can at any time be unblocked by the Block Owner for a fee of \$50 USD wholesale, excluding VAT, per unblocked variant. A Block or individual Blocked Domain Name may also get unblocked in accordance with NameBlock terms and conditions, NameBlock Policies, including dispute policies, and/or ICANN requirements. The person or entity requesting the unblock must also meet the TLD registration requirements (if there are any) as well as pay the registration fee.

## **2.3 BrandLock Add-Ons**

For BrandLock Blocks that are supported by an SMD file, NameBlock offers the option to add an add-on package blocking up to 10 variations of the Block Label.

Eligible variants of the Block Label includes, but is not limited to:

- Plural
- Hyphen
- Homoglyph
- Additional string that contains, or is a misspelling of, the trademark

For complete and up to date details, see <https://nameblock.com/exact-match>  
Eligible variant categories may be added or removed by NameBlock at any time, without notice.

## **2.4 Other**

For more information about NameBlock Services as well as available Third Party Blocking Services, see <https://nameblock.com>

## **3. DENIAL OR APPROVAL OF BLOCK APPLICATIONS**

NameBlock reserves the right, in its sole discretion, to deny or delete a Block Application or Block if requirements are not sufficiently met. You further acknowledge and agree that NameBlock reserves the right to deny or cancel any Block, that it deems necessary, in its sole discretion; (1) to protect the integrity and performance of NameBlock's and contracted Registry Operators' systems; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of NameBlock, Reseller or Registry Operator, as well as NameBlock's affiliates, subsidiaries, officers, directors, and employees; (4) in accordance with the terms of the Blocking Agreement or (5) to remedy any system errors or to fix mistakes made by NameBlock, Registry Operator or any Reseller in connection with a Block; (6) to otherwise enforce NameBlock's Policies or ICANN Requirements, each as amended from time to time.

Any questions relating to the NameBlock Services or issues when placing a Block Application, such as denied or ineligible Block Labels, can be sent to [support@nameblock.com](mailto:support@nameblock.com). Upon receipt of such notice, NameBlock will perform an internal review and, in its sole discretion,

attempt to solve the issue free of charge. If the NameBlock eligibility criteria for the relevant service is found to have been applied correctly, the Block Application denial is deemed final.

## **4. PRICING & PAYMENT**

Please refer to your selected NameBlock Reseller for current pricing and payment terms.

## **5. THE SERVICES**

### **5.2 Current & Future Offerings**

You acknowledge and agree that the Services may get modified or improved from time to time without prior notice to you, and that new Services may be added at any time without notice.

We may occasionally share information about our future product or service plans. Any public statements about those product or service plans are an expression of intent, but do not rely on them when applying for a Block or other NameBlock Service. If you decide to apply for a Block through NameBlock, that decision should be based on the functionality we have made available today and not on the delivery of any future edition of the Services.

### **5.3 Availability**

NameBlock will aim to provide the Services without interruptions. However, from time to time the NameBlock system or any of its contracted partners may experience disruptions, mainly due to circumstances beyond NameBlock's control, for which NameBlock excludes all liability. NameBlock will provide, wherever possible, advance notice to its authorized resellers of any maintenance that may affect the Service.

### **5.4 Feedback**

We welcome feedback to us about the Services, so that we can keep developing them in a direction that makes them the most useful. When you send us any kind of feedback we are automatically granted a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to use the ideas, content and suggestions in such feedback in any way, without any compensation to you.

## **6. YOUR OBLIGATIONS**

You acknowledge and agree that you are fully responsible for the Block Label(s) and any variations thereof used by you, the Domain Names Blocked by you regardless of NameBlock Service used, as well as the accuracy and legality of any evidence submitted as part of your Block Application whether submitted by you or by person or entity acting on your behalf. Any changes to such provided evidence at any point after Block Application submission (e.g. changes to a registration or the ownership thereof, expiration of SMD file or trademark rights and similar events), must be reported to Reseller and NameBlock without undue delay. You are also fully responsible for the correctness of all contact information provided by you and that such information remains accurate for the full duration of your use of the Services, as well as for



any and all activity as it relates to your Blocked Domain Names. You further acknowledge that it is your sole responsibility to ensure that your chosen Block Label(s) or any name included in a Block owned by you does not infringe on any third party rights, rules or regulations.

## **7. PRIVACY**

Protecting personal data is important to us. The NameBlock Privacy Policy describes the ways in which we collect, use, store and disclose your personal information, and the Privacy Policy is hereby incorporated into these Terms by this reference. Our Privacy Policy can be found at <https://nameblock.com/legal>.

## **8. ACCEPTABLE USE**

You may use the Services only for lawful purposes and in accordance with the Acceptable Use Policy, so we ask you to review it carefully.

## **9. MANAGEMENT OF BLOCKS**

You acknowledge and agree that throughout the block registration period, in the event the Reseller through which a Block was purchased is in breach of its reseller agreement with NameBlock, or the reseller agreement is terminated due to reseller's insolvency or bankruptcy, the block may be "Transferred" to another Reseller, automatically extending the expiry date by one year.

## **10. DELAY OR BLOCKS PLACED IN ERROR**

In the event a Domain Name is blocked in error by either Registry, Reseller or NameBlock, NameBlock will make every effort to unblock the affected Domain Name as soon as reasonably possible after having gained knowledge of such error.

You acknowledge and agree that even though a Block Application is approved, the Block may not get applied in real time and that there may be reasonable delays in the provision of the Blocks. In the event an error occur after a Block Application is approved, or for any other reason an approved Block fails to get properly provisioned, NameBlock will make every effort to solve the issue and promptly provision the delayed Block on the affected Domain Name(s) as soon as reasonably possible after having gained knowledge of the issue.

## **11. DISPUTE RESOLUTION POLICY**

By using the Services you accept to be bound by and to submit to proceedings included in NameBlock Dispute Resolution Policy, Trademark Clearinghouse terms and policies as well as any other relevant Third Party Blocking Service's terms and policies.

NameBlock, NameBlock's Resellers, Registry Operators and their respective Registry Service Providers, have no liability of any kind for any loss relating to or resulting from any dispute processes contained in such policies or disputes arising as a consequence of the decision rendered in any such process.

## **12. DISCLAIMER & WARRANTIES**

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND ALL RELATED INFORMATION AND PERFORMANCE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATIONS CONCERNING ANY OF THE CONTENT THAT YOU MAY ACCESS OR GENERATE VIA THE SERVICES OR [HTTPS://NAMEBLOCK.COM](https://nameblock.com), AND WE WILL NOT BE RESPONSIBLE OR LIABLE FOR THE LEGALITY OR ACCURACY OF MATERIALS, SUGGESTIONS OR LISTS ACCESSED VIA THE SERVICES OR [HTTPS://NAMEBLOCK.COM](https://nameblock.com). YOU FURTHER ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE APPLIED OR MANAGED IN AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE MANNER. YOU HEREBY AGREE TO RELEASE NAMEBLOCK AS WELL AS NAMEBLOCK'S CONTRACTED RESELLERS AND REGISTRIES FROM ANY AND ALL DAMAGES OR CLAIMS IN ANY WAY CONNECTED TO THE SERVICES.

## **14. LIMITATIONS OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE FULLY RESPONSIBLE FOR THE BLOCK LABEL(S) AND ANY VARIATIONS THEREOF USED BY YOU, THE DOMAIN NAMES BLOCKED BY YOU REGARDLESS OF NAMEBLOCK SERVICE USED, AS WELL AS THE ACCURACY AND LEGALITY OF ANY EVIDENCE SUBMITTED AS PART OF YOUR BLOCK APPLICATION, THE CORRECTNESS OF THE CONTACT INFORMATION SUBMITTED AND THE SECURITY OF YOUR ACCOUNT INFORMATION, LOGIN DETAILS AND PASSWORDS, AS WELL AS FOR ANY ACTIVITY AS IT RELATES TO YOUR BLOCKED DOMAIN NAMES (REGARDLESS IF YOU ARE AWARE OF IT OR NOT). YOU ALSO AGREE TO INFORM US IMMEDIATELY VIA EMAIL TO [LEGAL@NAMEBLOCK.COM](mailto:LEGAL@NAMEBLOCK.COM) IF YOU SUSPECT ANY ILLEGAL OR UNAUTHORIZED ACTIVITY OF ANY KIND AS IT RELATES TO YOUR BLOCKED DOMAIN NAMES. WE WILL NOT, NOR WILL NAMEBLOCK'S PARTNERS, BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

IN NO EVENT WILL NAMEBLOCK'S, NAMEBLOCK PARTNERS', INCLUDING BUT NOT LIMITED TO REGISTRY OPERATORS AND THEIR RESPECTIVE REGISTRY SERVICE PROVIDERS, AND AUTHORIZED RESELLERS, AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THESE TERMS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU FOR

THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE 'PRICING AND PAYMENT" SECTION ABOVE.

YOU UNDERSTAND AND AGREE THAT NAMEBLOCK AND OR NAMEBLOCK'S PARTNERS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUES (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER TANGIBLE OR INTANGIBLE LOSS.

ADDITIONALLY, YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN YOU AND NAMEBLOCK AND NAMEBLOCK'S PARTNERS, AND YOU AGREE THAT NAMEBLOCK, ITS RESELLERS, REGISTRY OPERATORS AND REGISTRY SERVICE PROVIDERS HAVE RELIED ON THESE PROVISIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS WITH YOU AND TO MAKE THE SERVICES AVAILABLE TO YOU. THIS ENTIRE SECTION SHALL SURVIVE TERMINATION OF THESE TERMS.

THE ABOVE MENTIONED DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **15. INDEMNIFICATION FOR THIRD PARTY CLAIMS**

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS NAMEBLOCK.COM AND ITS CONTRACTED RESELLERS, REGISTRY OPERATORS AND THEIR RESPECTIVE REGISTRY SERVICE PROVIDERS, AS WELL AS NAMEBLOCK'S, REGISTRY OPERATOR'S AND REGISTRY SERVICE PROVIDER'S DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES AND SHAREHOLDERS FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, DAMAGES, LOSSES, COSTS, EXPENSES, OR OTHER LIABILITIES OF ANY KIND, WHETHER KNOWN OR UNKNOWN, INCLUDING REASONABLE LEGAL FEES, IN ANY WAY ARISING OUT OF, OR OTHERWISE IN CONNECTION WITH YOUR BLOCK APPLICATION OR OWNERSHIP OR VIOLATION OF ANY PROVISION IN THE BLOCKING AGREEMENT OR NAMEBLOCK POLICIES.

IN NO EVENT (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF NEGLIGENCE) WILL NAMEBLOCK.COM AND ITS CONTRACTED RESELLERS, REGISTRY OPERATORS AND THEIR RESPECTIVE REGISTRY SERVICE PROVIDERS, AS WELL AS NAMEBLOCK'S, RESELLER'S, REGISTRY OPERATOR'S AND REGISTRY SERVICE PROVIDER'S EMPLOYEES, DIRECTORS, AUTHORIZED AGENTS, PARTNERS, PARENTS,

SUBSIDIARIES AND LICENSORS BE LIABLE FOR ANY ACTUAL, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF MANAGEMENT OR OFFICE TIME, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF INFORMATION OR DATA, OR PECUNIARY LOSS), IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE SERVICES OR FOR ANY DELAY OR ERROR IN PROVISIONING THE SERVICES, OR THE PERFORMANCE OR USE OF ANY OTHER MATTERS HEREUNDER WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER THEORY INCLUDING NEGLIGENCE, EVEN IF EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE RESERVE THE RIGHT TO ASSUME EXCLUSIVE DEFENSE , CONTROL AND SETTLEMENT OF ANY MATTER FOR WHICH YOU ARE OBLIGED TO INDEMNIFY US UNDER THESE TERMS AND YOU AGREE TO COOPERATE AT YOUR OWN EXPENSE IN THE DEFENSE AND/OR SETTLEMENT OF SUCH MATTER.

## **16. FORCE MAJEURE**

We will not be liable for any failure or delayed performance of our obligations that result from any condition beyond NameBlock's reasonable control, which may include, but not be limited to, governmental action, acts of terrorism, earthquake, pandemic, war, fire, riots, flooding, acts of God, a failure by a third party hosting provider or utility provider, labor conditions or strikes, power failures, Internet disturbances, or acts or omissions of third parties.

## **17. ASSIGNMENT**

You may not assign any of your rights or obligations under these Terms without Our prior written consent.

We may assign, transfer, novate, mortgage, sublicense, hold on trust or otherwise deal in or dispose of, in whole or in part, Our rights and obligations under these Terms in our sole discretion and without notice to you.

## **18. CHANGES TO THE TERMS**

We may at some point make changes to these Terms or any of the policies referenced herein. If we make a material change, we will notify you either by emailing the email address associated with your account or by notifying you through the Services. You may review the most current version of the Terms at any time by visiting this page, please note the "last updated" date at the top of the page, and by visiting the most current versions of the other policies that are referenced in these Terms. The revised Terms will become effective upon posting of the change.

If Users access or use the Services after that effective date, that use will constitute an acceptance of any revised Terms. If you are accessing the Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the revised Terms.

## **19. SEVERABILITY**

If any section within these Terms is held by a relevant court of law to be unlawful, the wording will be modified and interpreted in such a way that the intended purpose of the section in question is achieved to the fullest extent possible and permitted by law.

Should individual sections of these Terms be or become wholly or partially invalid the remaining Terms will be unaffected.

## **20. WAIVER**

Our failure to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of NameBlock. Except as expressly set forth in these Terms, NameBlock's exercise of any of its rights under these Terms will be without prejudice to its other rights under these Terms or otherwise.

## **21. APPLICABLE LAW**

All disputes between the Parties arising out of or in connection with, or in any way relating to, this Agreement as well as any disputes between the Parties in any way connected with the subject matter of this Agreement (whether contractual or non-contractual), shall be governed by and construed in accordance with the laws of Ireland. Each of the Parties to this Agreement hereby submits to the exclusive jurisdiction of the Irish Courts. Nothing contained in this Section 7 shall limit the right of NameBlock to bring enforcement proceedings in another jurisdiction on foot of an Irish Order or to seek interim, protective or provisional relief in the courts of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## **Acceptable Use Policy**

This Acceptable Use Policy ("AUP") must be read in conjunction with the Terms & Conditions as it forms a part of those Terms. Capitalized words used below but not defined in this policy have the meaning set forth in the Terms & Conditions. "We," "our" and "us" refers to NameBlock.

This AUP sets out a list of acceptable and unacceptable conduct as it relates to the Services. If we believe a violation of this policy is deliberate, repeated or presents a credible risk of harm to other users, our customers, the Services or any third parties, we may in our sole discretion suspend or terminate your access to the NameBlock Portal (if applicable) as well as delete or transfer any Blocks owned by you. This policy may change, so we recommend that you check back regularly for updates and changes.

Please note that, in order to prevent attempts to circumvent this policy, we reserve the right to deny or delete Block Applications that are inconsistent with the idea and purpose of this policy, even if it's something that is not explicitly forbidden by the letter of the policy. In other words, if you do something that isn't listed here verbatim, but it "looks or feels" like something listed here, we may still act on it.

The word "Services" or "Name Block Services" means the NameBlock Services, including but not limited to AbuseShield and BrandLock, as specified from time to time at <https://nameblock.com>

We kindly ask you to:

- Comply with all Terms & Conditions, including the terms of this AUP;
- Ensure that all contact information provided by you is accurate, complete and up-to-date and that you will promptly inform your Reseller of any material changes;
- Any changes to such provided evidence at any point after Block Application submission (e.g. changes to a registration or the ownership thereof, expiration of SMD file or trademark rights and similar events), must be reported to Reseller without undue delay.
- Comply with all applicable laws and governmental regulations;
- Promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach.

We will not allow the following, so we ask that you DO NOT:

- Use the Services for any illegal purpose, or in violation of any laws, the NameBlock Dispute Resolution Policy, UDRP, URS, TMCH Policy, or any other relevant dispute resolution policy.
- Use the Services to infringe on any third party right.
- Provide false, outdated or otherwise altered or incorrect documentation to support your Block Application
- Attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third party use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- decipher any transmissions to or from the servers running the Services
- attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;

