

NAMEBLOCK TERMS AND CONDITIONS & ACCEPTABLE USE POLICY

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These Terms & Conditions (the “Terms”), together with NameBlock’s Privacy Policy, Acceptable Use Policy and Dispute Resolution Policy as well as Blocking Agreement entered into with an accredited NameBlock Reseller and 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 products and services offered 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 using the Services and/or entering into the Blocking Agreement with an accredited Reseller. 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 entering into any agreement relating to the Services behalf of a company or other legal entity, you represent and warrant that you, and/or your accredited Reseller, 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 NameBlocks policy for acceptable use of its Services, as amended from time to time.

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 or renew 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 Agreement" means the agreement between the Applicant or Block Owner and the Reseller.
- 1.10. "Domain Name" refers to a domain name consisting of at least a Second Level (left of the dot) and Top Level (right of the dot), e.g. example.TLD.
- 1.11. "DNS" means the Internet Domain Name System.
- 1.12. "ICANN" means the Internet Corporation for Assigned Names and Numbers.
- 1.13. "NameBlock" means NameBlock AS, a Norwegian private limited company incorporated and registered in Norway.
- 1.14. "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>
- 1.15. "Personal Data" refers to data about any identified or identifiable natural person.
- 1.16. "Portal" and "NameBlock Portal" is part of the NameBlock System and is where Resellers are able to submit a Block Application.
- 1.17. "Registry Operator" means the individual or entity who is responsible for operating one or several TLDs.
- 1.18. "Registry Service Provider" means the technical backend provider as selected by the Registry Operator.
- 1.19. "Registry System" means the system operated by Registry Operator in providing Registry Services for the TLD.
- 1.20. "Reseller" means an entity authorized by NameBlock to sell the Services.
- 1.21. "Services" or "Name Block Services" means the services provided by NameBlock as described on <https://nameblock.com> and as amended from time to time, including but not limited to AbuseShield and BrandLock, as well as related web3 packages.
- 1.22. "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).
- 1.23. "TLD" or "TLD(s)" means a top-level domain of the DNS operated by a Registry Operator.
- 1.24. "Third Party Blocking Services" means any blocking service provided via the NameBlock marketplace that is owned and operated by a third party.

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

1.26. "Web3" refers to the decentralized web (as opposed to the web2 DNS), based on blockchain technology.

1.27. Other words used in these Terms as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2. THE SERVICES

NameBlock offers cloud-based services to prevent abuse online as well as the possibility to block Domain Names from registration through NameBlock's own Blocking services, including but not limited to, AbuseShield and BrandLock and its associated product variations and packages across TLDs in both the DNS and Web3. NameBlock also offers a marketplace for domain name blocking. 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.

2.1 AbuseShield

2.1.1 Blocking Variants

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 such variant Domain Names within the same participating TLD as the Block Label Domain Name.

2.1.2 Requirements & the Abuse Variant List

No trademark is required. The Owner of the Block Label Domain Name registration or of the validly blocked Block Label Domain Name, provided that such block is placed using BrandLock or a NameBlock-approved third party blocking service, and the AbuseShield Block Owner must be the same. The Block Label must not be an IDN or start with xn-

The number of variants generated will depend on several factors, including but not limited to, the number of characters in the Block Label, availability in a particular TLD, and other product or policy restrictions impacting the variant output. Finally, AbuseShield's carefully curated exclusion lists and filters, determined at NameBlock's sole discretion, will automatically remove certain variants that will not be included in the Block. Such *variants* that are excluded from blocking may include, but are not limited to, generic, geographic or otherwise protected terms.

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 Unblocking & Dispute Resolution

A Blocked Domain Name variant can at any time be unblocked by the Block Owner (fees apply). 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

2.2.1 Exact Match

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

Blocks Domain Names where the SLD is exactly matching the Block Label. Only one Block allowed per Domain Name. NameBlock will not accept a Block Application unless the applied-for Block Label meets the certain technical and syntax requirements.

For a Block Label matching an existing SMD file or registered trademark in any of the databases that NameBlock subscribes to at any given time, a valid and active SMD file or proof of exact match trademark registration for which the Block Applicant is the owner must be provided at the time of Block Application. Such Block Labels must also meet certain requirements, including but not limited to being more than three (3) characters and not be a term that is excluded by the relevant Registry Operator. For Block Labels not requiring an SMD file or proof of trademark registration, NameBlock will check the Block Label against the NameBlock exclusion list before accepting the Block Application. Exclusion list filters are set in the sole discretion of NameBlock and may be modified from time to 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.

2.2.3 Block Duration

Block duration can be 1 to 10 years and is specified in the Block Application.

2.2.4 Unblocking & Dispute Resolution

A Blocked Domain Name can at any time be unblocked by the Block Owner (fees apply). 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

BrandLock Blocks based on an SMD file may add an add-on package blocking certain variations of the BrandLock Block Label. Eligible variant categories may be added or removed by NameBlock at any time, without notice.

2.4 Web3 Blocking

2.4.1 BrandLock and AbuseShield in Web3 TLDs

NameBlock may offer variations of its AbuseShield and BrandLock Blocking Services in Web3 and the details provided in 2.1.1-2.1.3 and 2.2.1-2.2.3 apply for such services as well.

2.4.2 Unblocking & Dispute Resolution

A Blocked Domain Name can at any time be unblocked by the Block Owner (fees apply). A Block or individual Blocked Domain Name may also get unblocked in accordance with NameBlock terms and conditions, however, disputes relating to the Services in Web3 TLDs will solely be managed through NameBlock's internal review and NameBlock reserves the right to deny or cancel any Block, that it deems necessary, in its sole discretion.

2.5 All Services

For more information about all existing 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. 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 third parties and 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 apply for and 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. You further acknowledge and agree that shall have no claim against NameBlock for indemnification or compensation, whether for loss of income, loss of any other rights, loss of goodwill or any analogous loss, that is due to a Block being deleted in whole or in part caused directly or indirectly by any action or inaction by any third party, including but not limited to Registry Operator's or Registry Service Provider's breach of contract as it relates to the Services or its agreement with NameBlock or such Registry Operator's or Registry Service Provider's insolvency or bankruptcy.

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 these Terms including NameBlock's internal review process, 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, each as applicable.

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 internal review or 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, OR THAT NAMEBLOCK WILL BE ABLE TO PREVENT THIRD PARTY DISRUPTIONS OF THE SERVICES. 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.

13. 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 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.

14. INDEMNIFICATION FOR THIRD PARTY CLAIMS

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS NAMEBLOCK 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 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.

15. 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.

16. 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.

17. CHANGES TO THE TERMS

We may from time to time 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 you access, use or continue to own an order of any of the Services after that effective date, that use will constitute an acceptance of any revised Terms. If you are accessing, using or owning an order of any of 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.

18. 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.

19. 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.

20. APPLICABLE LAW

These Terms are governed by the laws of Ireland without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). You hereby submit 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.

Acceptable Use Policy

This Acceptable Use Policy (“AUP”) must be read in conjunction with the Terms & Conditions (“Terms”) 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. “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 as specified from time to time at <https://nameblock.com>

We kindly ask you to:

- Comply with the Terms, 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 and NameBlock 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;
- use our Services to stalk, harass, or post direct, specific threats of violence against others;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated as a foreign terrorist organization pursuant to any laws and regulations concerning national security, defense or terrorism;
- access or search any part of the services by any means other than our publicly supported interfaces (for example, “scraping”);
- Abuse any rebates or promotions;
- sublicense, resell, time share or similarly exploit the Services;
- use contact or other user information obtained from the Services (including email addresses) to contact Authorized Users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for Authorized Users for use outside of the Services
- Perform any act that could otherwise cause damage to NameBlock or any third party
- Authorize, permit, enable, induce or encourage any third party to do any of the above.

