



# .BIZ Agreement Appendix 11

## .biz Registration Restrictions

(22 August 2013)

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### Restrictions

Registrations in the .biz TLD will be subject to the following restrictions:

1. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes; and
2. Registrations in the .biz TLD must comply with the Uniform Dispute Resolution Policy ("UDRP"), as adopted and as may be amended by the Internet Corporation of Assigned Names and Numbers.

For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

1. To exchange goods, services, or property of any kind;
2. In the ordinary course of trade or business; or
3. To facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business.

Registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

For illustration purposes, the following shall not constitute a "bona fide business or commercial use" of a domain name:

1. Using or intending to use the domain name exclusively for personal, noncommercial purposes; or
2. Using or intending to use the domain name exclusively for the expression of noncommercial ideas (i.e., registering xxxsucks.biz exclusively to criticize or otherwise express an opinion on the products or services of ABC company, with no other intended business or commercial purpose);
3. Using the domain name for the submission of unsolicited bulk e-mail, phishing, pharming or other abusive or fraudulent purposes.

### Violations

It will be a violation of the Restrictions for an Applicant to:

1. register and use a domain name contrary to the UDRP; or

2. use the registered domain name in a manner inconsistent with the definition of "business or commercial use" contained herein.

Violations of the Restrictions may be grounds for cancellation of a registered .biz domain name, pursuant to the enforcement mechanism discussed below.

### **Enforcement**

A violation of the Restrictions will be enforced on a case-by-case, fact specific basis under the processes set forth below:

1. Any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced under the provisions of the Restrictions Dispute Resolution Process ("RDRP") as set forth below.
2. Any alleged violation of the UDRP shall be enforced under the provisions contained therein.

Except as set forth in the "Reservation" clause below, none of the violations of the Restrictions will be enforced directly by or through Registry Operator. The RDRP and UDRP will be made applicable by the ICANN-Accredited Registrars' registration agreements with registrants. Proceedings under the RDRP and UDRP, must be brought by interested third parties in accordance with the policies and procedures set forth below. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the UDRP process.

### **Registration Requirements**

Before the Registry Operator will accept applications for registration, all domain name applicants in the .biz TLD ("Applicants") must:

1. Enter into an electronic or paper registration agreement with an ICANN-Accredited Registrar ("Registrar"), in accordance with the ICANN Registrar Accreditation Agreement ("Accreditation Agreement") and the Registry-Registrar Agreement. Such electronic or paper registration agreement shall include the following certifications:
  - a) The data provided in the domain name registration application is true, correct, up to date and complete; and
  - b) The registrant will keep the information provided above up to date.
2. As part of a domain name registration application, the Applicant must certify that to the best of its knowledge:
  - a) The registered domain name will be used in a manner consistent with the Restrictions above;
  - b) The domain name registrant has the authority to enter into the registration agreement; and
  - c) The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

Failure to comply with the above will result in failure of the Registry Operator to process an

Applicant's domain name application.

**Reservation**

Registry Operator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion, (i) to protect the integrity and stability of the registry, (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, (iii) in compliance with any dispute resolution process, (iv) to enforce, at its sole discretion, any of the Restrictions above, or (v) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees. Registry Operator also reserves the right to freeze a domain name during resolution of a dispute.