

Should you seek to register a .BIZ second level domain name you, the registrant, must also agree to the following terms:

1. **BIZ RESTRICTIONS.**

Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. 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:

- i. To exchange goods, services, or property of any kind;
- ii. In the ordinary course of trade or business; or
- iii. To facilitate:
 - A. the exchange of goods, services, information, or property of any kind; or,
 - B. the ordinary course of trade or business. Registering a domain name solely for the purposes of
 - a. selling, trading or leasing the domain name for compensation, or
 - b. 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.

2. **BIZ CERTIFICATION.**

As a .BIZ domain name registrant, you hereby certify to the best of your knowledge that: The registered domain name will be used primarily for bona fide business or commercial purposes and not

- i. exclusively for personal use; or
- ii. solely for the purposes of
 - A. selling, trading or leasing the domain name for compensation, or
 - B. the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .BIZ restrictions, which are incorporated herein by reference, please see:
<http://www.neulevel.com/countdown/registrationRestrictions.html>
 - a. The domain name registrant has the authority to enter into the registration agreement; and
 - b. the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

3. **PROVISION OF REGISTRATION DATA.**

- i. Provision of Registration Data. As part of the registration process, you are required to Provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:
 - A. your full name, postal address, e-mail address, voice telephone number, and fax number if available;
 - B. the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;
 - C. the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain name;
 - D. the corresponding names of those nameservers;
 - E. the full name, postal address, e-mail address, voice telephone number, and fax

- number if available of the technical contact for the domain name;
- F. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- G. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and
- H. any remark concerning the registered domain name that should appear in the Whois directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Agreement.

- ii. Inaccurate or Unreliable Data. You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or any ICANN/Registry Policy.

4. DOMAIN NAME DISPUTE POLICY.

If you reserved or registered a .BIZ 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. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- i. The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.
- ii. The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and
- iii. The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .BIZ domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .BIZ domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

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The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact

specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. 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 SUDRP or UDRP processes.

5. DOMAIN NAME DISPUTE POLICY MODIFICATIONS.

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. 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 and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until:

- i. we are directed to do so by the judicial or administrative body, or
- ii. we receive notification by you and the other party contesting your registration and 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 deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

7. RESERVATION OF RIGHTS.

bNamed and the .BIZ Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of bNamed and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. bNamed and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.