



Acceptable Use Policy

Service Contract for All Customers, Subscribers, Clients, Resellers and Business Associates

Preliminaries: 3WDirect ("3wdirect.com"), is a Web Presence Provider. The purpose of this Service Agreement / Service Contract "the Agreement", "AUP" "Service Contract", "Terms of Service" is to specify the terms, conditions, and obligations which a customer agrees to accept by his, her or its conduct of using the Services of www.3wdirect.com for the registration and renewal of the registration of a domain name, or by opening an account for any of the entire range of services available with www.3wdirect.com for such purpose.

1. Definitions: As used in this Agreement, the following terms have the following meanings:

- a: "you" ,"your", customer and "Subscriber" refer to each customer, that is, each person who avails or subscribes for any of Services from 3WDirect. or www.3wdirect.com
- b: "Services" refers to the domain services, shared hosting services, dedicated servers, or any other products/services provided by us as offered through 3wdirect.com.
- c: "Account" means a wholesale account opened with 3wdirect.com for the registration of domain names and the payment for such registrations and any other products/services; and

2. The Agreement: This Agreement explains our obligations to you, and explains your obligations to us, for various Services. By using our Services, you have agreed to establish an account with us for such Services. When you use your account, or permit someone else to use it for any purpose whatsoever (whether or not we are notified of your having given authorization to such third party to use your account), this Agreement covers such use and the service sought or rendered. By opening an account with M/s. 3WDirect. or by using any Services under this Agreement you acknowledge that you have read, and you agree to be bound by all terms and conditions of this Agreement, and any pertinent rules or policies that are or may be published by us. If you do not wish to be bound by these terms and conditions, you should not proceed to place any information of any kind on 3WDirect's servers.



Acceptable Use Policy

3WDirect Acceptable Use Policy ("AUP") is enclosed here to give our customers and users a clear understanding of what 3WDirect expects of them while using the service. All users of 3WDirect services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

Use of 3WDirect Service constitutes acceptance and agreement to 3WDirect AUP as well as 3WDirect TOS (Terms of Service)

IMPORTANT NOTICE: *All Payments To 3WDirect Are Non-Refundable*

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. 3WDirect may cooperate with legal/administrative authorities in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your 3WDirect account or other actions as detailed in Section 3 **WITHOUT PRIOR NOTICE.**



This document is intended to provide a basic understanding of 3WDirect Acceptable Use Policy. The key guidelines behind the establishment and enforcement of 3WDirect AUP are:

- Ensure trustworthy service to our customers
- Ensure privacy & security of our systems and network, as well as the networks and systems of others
- Maintain our reputation as a responsible service provider
- Comply with existing laws
- Encourage responsible use of Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a medium for free expression and exchange of information
- Preserve the security & privacy of individual users

3WDirect intends to provide its customers access to everything the Internet has to offer. While 3WDirect is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both 3WDirect and the Internet and cannot be permitted under the guise of free speech. The resources of 3WDirect and Internet are not unlimited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we detect any inappropriate use of our service.

You may not use your virtual site or server to publish material, which 3WDirect determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including graphics (including illustrations, images, photographs, logos, drawings,), narrative descriptions, executable programs, video recordings, and audio recordings.



If a 3WDirect account is used to violate the Acceptable Use Policy or our TOS, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us at abuse@3wdirect.com

VIOLATIONS OF 3WDIRECT ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- **Illegal use:** 3WDirect services may not be used for unlawful purposes, or in support of illegal activities. 3WDirect reserves the right to cooperate with legal authorities or authorized administrative bodies in the investigation of any suspected civil wrongdoing or crime.
- **Harm to minors:** Use of 3WDirect service to harm, or attempt to harm, minors in any way, including, but not limited to pedophilic cases and child pornography. Any account found to host child pornography or linking to the same will be removed from our network immediately without prior notice whatsoever. Upon a second violation the account will be immediately terminated without notice. Severe cases can result in immediate termination. Any implication of underage child content or misleading information perceived to be child pornography will result in the same penalties. All violations will be reported to the proper law enforcement agency. Any account discovered to host "Lolita" type content or linking to the same will be given one hour to remove the offending content/domain.
- **Harassment:** Use of 3WDirect service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
- **Fraudulent activity:** Use of 3WDirect service to make fraudulent offers to buy or sell, items, or



services, or to advance any type of financial scam such as "ponzi schemes," "chain letters" and "pyramid schemes."

- Threats: Use of 3WDirect service to transmit any material (by e-mail, posting uploading or otherwise) that threatens or encourages bodily harm and/or destruction of property.
- Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to mislead or deceive is prohibited. Attempting to impersonate somebody by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM) Our servers may not be the intermediary, source, or destination address involved in the transmission of spam, mail bombs or flames. Your domain may not be referenced as reply-to address, originator, intermediary, or in any of the above. SPAM /illegal content advertising sites on other servers which in turn contain links to a domain on our servers is prohibited. Any mass unsolicited message in the mediums of Newsgroups and Email would be considered spam by us. You will not use your account for any bulk-mailing carried out for a third party including and not limited to another domain off our network. If you are found to have spammed, then we shall immediately, without warning, disable your account. Additionally we will impose a \$250 penalty for each spam policy violation. Penalty for subsequent violations will be higher. We reserve the right to cancel or refuse service to known spammers. Lastly, we reserve the ultimate right to determine what violates this policy.
- On shared hosting we allow 25 mails with in 5 minute including(to,cc,bcc) and it is for per domain. And you will have to use SMTP Authentication to send mail from your website.



IMPORTANT NOTICE:

BEGINNING WITH IMMEDIATE EFFECT, anyone website that supports spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their account immediately removed from our network. The account will not be reactivated until such time that you agree to remove **ANY** and **ALL** traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been **COMPLETELY** removed. Severe violations may result in permanent and immediate removal of the server from our network without any notice to the customer. Any account guilty of a second violation **WILL** be immediately and permanently removed from our network without notice.

- E-mail / News Bombing: Malicious intent to block another person's use of e-mail services or news will result in the immediate termination of the offending 3WDirect account
- E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, passing or originating through 3WDirect service is in violation of this AUP.
- Usenet SPAMing: 3WDirect has a zero tolerance policy for the use of its network for the posting of messages/commercial advertisements, which violate the regulations, rules, FAQs or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.
- Unauthorized access: Use of 3WDirect service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of 3WDirect's or another entity's computer hardware or software, telecommunications system or electronic communications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending account is liable to immediate termination.
- Copyright or trademark infringement: Use of 3WDirect service to transmit any material (by e-mail, posting, uploading, hot linking, directly linking or otherwise) that infringes any trademark, copyright trade secret, patent, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the



digitization and distribution of photographs from books, magazines, or other copyrighted sources, and the unauthorized transmission of copyrighted software will be considered a trademark or copyright infringement.

- Collection of personal data: Use of 3WDirect service to collect, or endeavor to collect, personal information about third parties without their knowledge or consent is violation of this Acceptable usage policy.
- Network disruptions and unfriendly activity: Use of 3WDirect service for any activity which affects the ability of other people or systems to use 3WDirect Services or the Internet is not allowed to customers. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the customer's responsibility to ensure that their network is configured in a secure manner. A customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an inappropriate or illegal manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. 3WDirect will not tolerate any customer attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
- Net Send Spam: The use of the net send utility to send unsolicited bulk communication is prohibited. This technique may result in account suspension or termination. Violations of this policy carry severe penalties, including termination of service.
- Fraud: Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
- Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.
- Distribution of Viruses: Intentional distributions of software that attempts to and/or causes



damage, annoyance or harassment, to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

- **Third Party Accountability:** 3WDirect subscribers will be held accountable and liable for any activity by third parties, using their account, that violates guidelines created within this Acceptable Use Policy.
- **Violation of 3WDirect Virtual Accounts:** It is in absolutely forbidden in every way to host pornographic content or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.
- **IRC networks:** Hosting an IRC server is absolutely forbidden that is part of or connected to another IRC network or server. Servers found to be connecting to or part of these IRC networks will be immediately removed from our network without any prior notice. The server will not be reconnected to the network until such time that you agree to fully remove any and all traces of the irc server, and agree to let us have access to your server to confirm that the content has been completely removed. Any server guilty of a second violation will result in immediate account termination.
- **Domains Chargeback Resolution:** If the fee or payment for a domain or set of domains is charged back, 3WDirect has the right to take control of the domain or set of domains that was paid for by the disputed charge. 3WDirect will change the domain account information as needed to take control of the domain or set of domains. The user is not guaranteed to be contacted in the event that a chargeback is received.
- **Peer to Peer Software (File Sharing):** The use of Peer to Peer or file sharing software to permit the copying, sharing or distribution of unauthorized copyrighted material on 3WDirect service is totally prohibited. Use of such software could result in suspension of service.



SECURITY

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a family member, guest, friend, or your employee. Therefore, you must take proper steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or try to gain unauthorized access to another network or server.

- Your password grants access to your account. It is your responsibility to keep your password secure.
- Sharing your account access and passwords with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You may not attempt to circumvent user authentication or security of any host, account or network. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, however are not limited to cracking tools, password guessing programs or network probing tools.
- You may not attempt to interfere with service to any host, user or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, attempts to "crash" a host and deliberate attempts to overload a service.
- Users who violate network or systems security may incur civil or criminal civil liability. 3WDirect will cooperate fully with investigations of violations of network or system security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.



NETWORK PERFORMANCE

- 3WDirect accounts operate on shared resources. Excessive use/abuse of these shared network resources by one customer may have a negative impact on all other subscribers or customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.
- Basic and Standard Customer agrees that he/she shall not use more than 5% of CPU processing and / or More than 50 Mb of RAM on any of 3WDirect shared hosting servers. Also Unlimited Customer agrees that he/she shall not use more than 7% of CPU processing and /or More than 100 Mb of RAM on any of 3WDirect shared hosting servers. Any violation of this policy may result in corrective action by 3WDirect, in its sole reasonable discretion, including assessment of additional standard charges, disconnection or discontinuance of any and all services, or termination of this service.
- You are prohibited from excessive consumption of resources, including CPU time, disk space, memory, and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of 3WDirect systems or networks. 3WDirect reserves the right to terminate or limit such activities.

BACKUP OF DATA

Your use of the service is purely at your sole risk. 3WDirect is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on 3WDirect servers, unless otherwise specified depending on the account type.



Nameservers and Servers

It is client's responsibility to change the nameservers. The propagation time for changes to reflect would be 48–72 hours and it can even exceed due to registry problems, ISP issues or technical factors whatsoever. The company in all such cases cannot and shall not be held liable to for changing of nameservers or any delay associated with it. No complaint tickets in this regard shall be entertained also.

All genuine and valid password reset requests from owners originating from member control panel shall be processed and completed. In case of any disputes, the FTP log and other system specific details shall be made available to concerned government authorities, if a proper request is received from concerned authority.

The company can change its hosted servers at any time as per its necessary technical requirements and shall not be liable to update clients about such steps. Nor shall the company be under any obligation to notify clients about any technical emergency or server downtimes.

Our SLA agreement of 99.99% uptime is applicable only to Network availability and it does not take into account elements like emergency downtimes and Hardware failure.

Identification Information

You agree that you as the person legally responsible for use of this account are at least 18 years of age. You agree to supply 3WDirect with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.



Refusal or Discontinuation of Service

3WDirect reserves the right to refuse or discontinue service to anyone at 3WDirect's sole discretion after giving a notice of 15 days. 3WDirect may deny you access to all or part of the service without notice if you engage in any conduct or activities that 3WDirect in its sole discretion believes violates any of the terms and conditions in this agreement. 3WDirect shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification.

No Warranties

3WDirect makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given 3WDirect or its employees shall create a warranty. 3WDirect provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall 3WDirect be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with 3WDirect service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.



You understand that by placing information on 3WDirect's servers that such information becomes available to all Internet users and that 3WDirect .has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of 3WDirect servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through 3WDirect .or on the Internet generally.

Agreement for Domain Name's Change of Registrant

This Domain Name's Change of Registrant Agreement ("Agreement") is by and between www.3wdirect.com ("3WDirect") a Coimbatore-based company and you, your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of 3WDirect's Change of Registration and represents the entire agreement between You and 3WDirect. This Agreement sets forth the terms and conditions of transferring a registered domain name from the current Registrant ("Current Registrant") to the new registrant ("New Registrant"). By participating in this transaction, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, including our dispute policy below along with any new, additional or different terms, policies or conditions, including the Terms of Service which 3WDirect may establish from time to time.

In addition to transactions entered into by You on Your behalf`, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with 3WDirect, whether or not the transactions were in Your behalf.

You acknowledge that 3WDirect or its licensor is a registrar bound by an agreement between 3WDirect



or its licensor and the ICANN. You agree that 3WDirect or its licensor may modify such agreement in order to comply with applicable law and the terms and conditions set forth by the Internet ICANN and/or the Registry Administrator chosen by ICANN, as well as any registration rules or policies that may be published from time to time by 3WDirect or its licensor.

1. 3WDirect's Role in this transaction

The Current Registrant and The New Registrant both agree they are entering into this Agreement of their own free will. The Current Registrant and the New Registrant acknowledge and agree 3WDirect's sole role in connection with this Agreement is as processor of the transfer of the registration for the Domain Name and 3WDirect's only responsibility under this Agreement will be to process the electronic transfer of the registration for the Domain Name. The Current Registrant and New Registrant assume full responsibility for the legal validity of the transfer of the Domain Name. Once the Current Registrant initiates the Change of Registrant Request, 3WDirect will send a confirmation email to the New Registrant. You acknowledge and agree the New Registrant must log into its account and confirm the terms of the domain name change within ten (10) days of receipt of this email. In the event the New Registrant fails to confirm the change within such ten (10) day period, You acknowledge and agree the transfer will not occur and both the transaction ID and the security code for the transfer shall expire, requiring the Current Registrant to begin the process anew.

Upon completion of the Change of Registrant of the Domain Name, 3WDirect will send an email to the Current Registrant confirming the change of Registrant contemplated by this Agreement. If the Current Registrant has any objection to the change of Registrant whatsoever, the Current Registrant assumes all responsibility for responding to such email and notifying 3WDirect of any objection within fifteen (15) calendar days. The Current Registrant agrees to release, indemnify and hold 3WDirect harmless for any issues that arise as a result of an improper change of Registrant, whether intentionally or unintentionally initiated, whether by the Current Registrant or others acting on its behalf. The domain name may not be transferred to another registrar within sixty (60) days of the completion of the change of Registrant transaction (the "Transfer Prohibition Period"). In the event the



domain name is subject to another change of Registrant within the Transfer Prohibition Period, the 60-day Transfer Prohibition Period will begin again upon completion of the subsequent change of Registrant transaction.

2. Legal agreements

Current Registrant acknowledges entering into a Domain Name Registration Agreement (hereinafter referred to as "Registration Agreement") with 3WDirect. The Current Registrant releases and discharges 3WDirect from any and all obligations and liabilities to it under the Registration Agreement. Current Registrant acknowledges that it is not due the refund of any fees previously paid to 3WDirect under the Registration Agreement or entitled to receive any other fees or funds previously paid to 3WDirect. The New Registrant agrees to be bound by the agreements governing all domain names registered through 3WDirect as found here, including the Domain Name Registration Agreement; the Uniform Domain Name Dispute Resolution Policy; this Agreement; and 3WDirect's policies and procedures as posted on its web site. The New Registrant hereby agrees that all rights and liabilities of Current Registrant under the Registration Agreement are hereby transferred and assigned to New Registrant.

3. Representations and warranties of current registrant and new registrant

The individuals who electronically execute this Agreement on behalf of the Current Registrant and the New Registrant hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this Agreement on behalf of the entities and/or the persons for which they sign below, and that they own and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement.

4. Successors and assigns

This Agreement and all of its terms shall be binding upon and inure to the benefit of the Current Registrant, the New Registrant and their successors, assigns, principals, agents and employees and 3WDirect. There are no third-party beneficiaries of this Agreement.



5 Provisions specific to .In registrations

You, the Registrant, shall indemnify and hold harmless .IN Registry, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) .IN domain name registration and (ii) use of any .IN registered domain name.

The New Registrant certifies that it meets the following Nexus Requirements to qualify to register to use domain name.

A. Registrants must be either:

1. A natural person (i) who is an Indian citizen, (ii) who is a permanent resident of the India or any of its possessions or territories, or (ii) whose primary place of domicile is in the India or any other nation or,

2. A foreign entity or organization that has a bona fide presence in India or any of its possession or territories that also (i) regularly engages in lawful activities (sales of goods or services or other business, commercial or non-commercial including not-for-profit activities) in India, or (ii) maintains an office or other property within the India.

B. The name servers listed for all .IN domain names must be based within the India or any of its possessions or territories.

The New Registrant further certifies that 3WDirect has requested specific information regarding how the Registrant meets the Nexus requirement and that Registrant has willingly volunteered such information. The New Registrant understands and agrees that such information will be verified and will be shared with the .In Registry.

The New Registrant understands and agrees that if such information cannot be verified, or if the New Registrant fails to continue to abide by the Nexus Requirements, the registered Domain Name shall be subject to immediate cancellation.



6. 3WDirect has no liability to new registrant for validity of transfer

The New Registrant assumes full and complete responsibility for and agrees 3WDirect shall have no liability for:

- Current Registrant's actual registration of the Domain Name.
- Current Registrant's legal right and ability to transfer registration of the Domain Name to New Registrant.
- Any and all situations existing prior to this Agreement or that may arise which cause the transfer of registration of the Domain Name to New Registrant to either be delayed or not to take place.
- The validity and/or enforceability of New Registrant's entitlement to the registration of Domain Name when the transfer is consummated.

7. Limitation of 3WDirect's liability

In addition to the limitation of liability provided in the terms of service agreement, both the current registrant and the new registrant agree 3WDirect shall not be liable under any circumstance for (a) suspension, loss, or modification of the domain name registration, regardless of the actions of any party to this agreement, (b) use of the domain name registration, or the inability to use or benefit from the domain name registration, by any party to this agreement, (c) interruption of business of either the new or current registrant, (d) access delays or interruptions of access to 3WDirect's web site or to any other web sites, (e) the non-delivery, mis-delivery, corruption, destruction or other modification of data, (f) the processing of this application or any other application for service or request for service from 3WDirect, or (g) application of any dispute policy or the policies and procedures as adopted by ICANN, ICANN's successors or any other regulatory body.



Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose

This Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at [dispute policy](#), and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes

We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory administrative proceeding in all such cases before

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at <http://www.icann.org/udrp/approved-providers.htm> (each, a "Provider").

- a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that
 - your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
 - you have no rights or legitimate interests in respect of the domain name; and
 - your domain name has been registered and is being used in bad faith.
- In the administrative proceeding, the complainant must prove that each of these three (3) elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

- circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

- before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or
- you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
- you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b) (iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the



complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1



and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All other disputes and litigation

All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our involvement in disputes

We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the status quo

We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers during a dispute



Transfers of a Domain Name to a New Holder

You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

Changing Registrars

You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy modifications

We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at this location at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the



version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Prior Agreements

This agreement supersedes any written, electronic, or oral communication you may have had with 3WDirect or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

Severability

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

REVISIONS TO THIS ACCEPTABLE USE POLICY

3WDirect reserves the right to amend, revise or modify this Acceptable Use Policy, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).