DPML Services Terms and Conditions

Date: February 2014

General

1. INTRODUCTION

These are the standard terms and conditions (**Agreement**) of supply of the DPML Service offered by CSC Digital Brand Services and its affiliates.

Please read this Agreement carefully. It is a condition of your use of the DPML Service that you (**you** and **your**) comply with these terms and conditions.

This Agreement is made effective as of the date of the provision of the DPML Service, and is to be read in conjunction with CSC Digital Brand Services' Domain Name Terms and Conditions, which you acknowledge you have read, understood and agree to be bound by.

1.1 Definitions

Application Content means content regarding DPML Blocks provided by registrars in accordance with the Donuts Policies, including without limitation content regarding legally protected marks submitted by mark holders and their agents for the purpose of receiving the benefits of the DPML Service.

AUP means the Registry's policy regarding acceptable use of its services, as may be amended from time to time, located at the Registry Website.

Available Domain Names means a Domain Name that is not already registered or a Reserved Domain Name.

Available SLDs are SLDs that have not been blocked, reserved, registered, awarded, or otherwise previously allocated by a Registry prior to that receipt of an Application for a DPML Block.

Domain Name means domain name in and maintained by a Registry's database consisting of at least the SLD and TLD together, separated by a dot (e.g., "second.top").

Donuts means Donuts Inc. and its affiliates operating the TLDs identified here.

Donuts Policies means the rules, protocols, policies or procedures adopted and/or amended from time to time by Donuts (including without limitation any annexes and any and all interpretative guidelines published by Donuts in relation thereto, as may be amended from time to time).

Donuts Website means www.donuts.co or any other URL directed from such website.

DPML or **Domains Protected Marks List** means the service that blocks certain SLDs from Registration across Registries pursuant to the Terms and Conditions.

DPML Applicant means a natural person, company, or organization submitting a DPML Application.

DPML Application means a complete, technically correct request for a DPML Block made with Donuts, which complies with all the respective requirements provided for in these Terms and Conditions, submitted by a DPML Registrar.

DPML Block means the block, under these Terms and Conditions, preventing the Registration of a SLD across all TLDs then owned and operated by Donuts (e.g., a DPML Block for "second" will generally block that SLD from being registered in a Domain Name in participating TLDs, such as "second.top").

DPML Block Request is a request submitted by a DPML Registrar on behalf of an Applicant who desires to block from registration names contained within the SMD File.

DPML Registrar means an entity authorized by Donuts to sell DPML Blocks on its behalf. For the purposes of this Agreement, "DPML Registrar" means CSC Digital Brand Services.

ICANN means the Internet Corporation for Assigned Names and Numbers.

ICANN Requirements means all applicable ICANN policies, including the Registry Agreement.

IDN means Internationalized Domain Name.

CSC Digital Brand Services Website means the website located at http://www.cscglobal.com

Override means, consistent with these Terms and Conditions, the Registration of a Domain Name where a DPML Block currently exists by a Registrant holding an SMD File that contains the SLD String that exactly matches the SLD String in the applied for Domain Name.

Premium Name is a Domain Name designated by a Registry, in its sole discretion, for non-standard pricing.

Registered Name means a Domain Name that has been registered in and is maintained by a Registry.

Registrant means the Registered Name holder.

Registration means a Domain Name and its associated information (e.g., WHOIS data) submitted by a registrar that has been accepted by a Registry.

Registry means a TLD domain name registry owned and operated by Donuts.

Reserved Domain Name means a Domain Name that has been set aside by a Registry pursuant to the terms and conditions of such Registry.

RFC means the Request For Comment specifications located at www.ietf.org.

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

SMD File is the file issued by the TMCH proving that the TMCH application data for one or more TMCH eligible terms (typically a trademark) have been successfully validated and entered into the TMCH database.

Shared Registration System or **SRS** means the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining Registrations and allows DPML Registrars to provision objects to apply for, register, modify and maintain DPML Blocks.

String means a series of alphanumeric characters, including dashes when not preceding or finishing the alphanumeric character set. For purposes of clarity only, this includes Punycode conversions of IDNs.

Sunrise means the period of time noted by a Registry's terms and conditions.

Sunrise Registration means a Domain Name Registration resulting from an approved Sunrise Application.

TMCH means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.

TMCH Guidelines means the then effective guidelines found at http://www.trademark-clearinghouse.com.

TLD means top level domain, representing the String to the right of the dot (e.g., in the Domain Name "second.top", ".top" is the TLD).

UDRP means ICANN's Uniform Dispute Resolution Process, as applied and amended.

URS means ICANN's Uniform Rapid Suspension System.

WHOIS means the publicly available and transaction oriented query/response protocol specified by RFC 3912 used to provide identifying information regarding Registrants on the Internet.

2. TERMS AND AMENDMENT

2.1 You agree that CSC Digital Brand Services will supply the Services to you on the terms set out in this Agreement.

2.2 CSC Digital Brand Services may vary these terms, or the terms of the operation of the Service, at any time by general notice on a page at the CSC Digital Brand Services website. Where we vary these terms in order to pass through any amendments made by Donuts or ICANN, those changes will become effective immediately.

2.3 If you use the DPML Service after any change has come into effect (in accordance with clause 2.2), your use will constitute acceptance of the amended terms. If you do not agree to such changes, do not use (or continue to use) the DPML Service following the effective date of the revision. We may also notify you of any changes via your provided details information, including your email address.

2.4 These terms constitute the agreement in its entirety in respect of the DPML Service and supersede prior agreements.

3. SERVICE

3.1 The DPML Service is a service provided by Donuts in conjunction with the TLDs it has applied for under ICANN's new gTLD program and been awarded (as identified here) and enables you to submit a DPML Block which prevents the registration of certain SLDs in all TLDs owned and operated by Donuts (the **DPML Service**).

3.2 The DPML Service utilizes the TMCH and SMD Files generated for validated trademarks in the TMCH to determine which second-level domain names you are able to apply for under this Agreement.

3.3 Our ability to provide the DPML Service is subject to change, including without limitation, complete discontinuation of the DPML Service by Donuts (including where based on any decision of ICANN or pursuant to applicable law or regulation).

3.4 Eligible Applicants

Each DPML Application must include one or more SMD Files corresponding to the applied for SLD and must meet the qualifications specified by ICANN and detailed in the TMCH Guidelines, as they may change from time to time. DPML Blocks may only be used on SLDs that correspond to the String(s) present in the DPML Applicant's SMD File. DPML Blocks are available initially for a five (5) to ten (10) year period and may be renewed in yearly increments for up to a maximum DPML Block period of ten (10) years.

3.5 Submitting DPML Applications

Each SLD that you request to be blocked will incur a separate DPML Block fee payable by you to CSC Digital Brand Services (see clause 4 below). For each DPML Application you submit, in addition to complying with this Agreement and the Donuts Policies, you must provide the following:

- (a) name of DPML Block holder (must match name from SMD file)
- (b) SLD requested to be put under DPML Block;
- (c) the corresponding SMD File as issued by the TMCH;
- (d) name of DPML Block holder's representative submitting the DPML Block Application, including administrative and technical contact, street address, country and postal code, email address, telephone number and fax number;
- (e) the requested DPML Block period (five to ten years), or if a renewal, the requested renewal period (one to ten years); and
- (f) the applicable fee paid to CSC Digital Brand Services.

3.6 DPML Block Creation

A DPML Block of a String will only be created or modified insofar and to the extent that:

- (a) the String meets the criteria in clause 3.7 below;
- (b) the String and the information contained in the request meet the requirements in in this Agreement;
- (c) the String is not already under DPML Block; and
- (d) the String in the SMD File either: (i) exactly matches the applied for SLD, or (ii) is contained in the applied for SLD (e.g., if the String "sample" is in the SMD File, a DPML Block may be applied for any of the following SLDs: "sample", "musicsample", "samplesale", or "thesampletest");

3.7 DPML Block Requirements

DPML Applications will not be accepted unless the applied for SLD meets applicable requirements as defined in RFC 1035, RFC 1123, and RFC 2181, including the following technical and syntax requirements:

- (a) the SLD must consist exclusively of the letters A – Z (case insensitive), the numbers 0 – 9, and hyphens;
- (b) the SLD cannot begin or end with a hyphen;
- (c) for DPML Blocks in IDNs, blocked SLDs must be in the languages Donuts offers and

- (d) the SLD can only have two consecutive hyphens (----) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in (c) above;
- (e) the SLD cannot exceed 63 characters; and
- (f) the TMCH eligible term in the SMD File must contain at least three characters.

3.8 Authentication of DPML Block Requests

DPML Blocks will not be processed until CSC Digital Brand Services has validated the SMD File and arrangements for payment to CSC Digital Brand Services from you have been made..

3.9 DPML Block Exceptions

DPML Blocks will not apply to (a) Reserved Domain Names, though the SLD may be blocked in some TLDs where the SLD is not a Reserved Domain Name; or (b) Registered Names.

3.10 DPML Block Behaviour

DPML Blocks:

- (a) will be published to WHOIS and provide information for the DPML Block holder of any SLDs under DPML Block;
- (b) will not result in a Domain Name that resolves on the public Internet;
- (c) are subject to periodic review by Donuts to verify that the applicable TMCH entry remains valid;
- (d) will be applied, at no additional cost, to SLDs that were not available at the time of a DPML Block, but that later change to Available SLDs;
- (e) will be applied, at no additional cost, to Domain Names that are no longer categorized as Reserved Domain Names;
- (f) will be applied, at no additional cost, to TLDs that are later owned and operated by Donuts;
- (g) may, at Donuts option, cease to be applied to TLDs that are no longer owned and operated by Donuts; and
- (h) are subject to Override.

Donuts may (but is not obligated to) revoke all or part of a DPML Block if the underlying TMCH entry for the SMD File is no longer valid. CSC Digital Brand Services has no control over the decision of the Donuts in this respect.

3.11 Overrides

An applicant for a Registration with a String in its SMD File that exactly matches the SLD under DPML Block may Override the existing DPML Block and purchase a Registration for a Domain Name containing that SLD.

3.12 DPML Block Period

Each DPML Application or DPML Block renewal incurs a non-refundable one-time fee based on the requested duration of the DPML Block, which must be between five (5) and ten (10) years. Unless otherwise terminated or subject to an Override, DPML Blocks will expire on the same day of the month within which the DPML Block was created unless it was created on February 29, in which asset it will expire on March 1. DPML Blocks may be renewed in annual increments from one (1) to ten (10) years with a maximum DPML Block period of ten (10) years.

4. PAYMENT

4.1 You agree to pay any and all prices and fees specified by CSC Digital Brand Services relating to the Services requested once fulfilled. We will not process any requests or otherwise until arrangements have been made by you to pay the relevant fee(s), and we will not be responsible for any failure in this respect (including without limitation where such failure results in failure to block, non-renewal or termination of the applicable DPML Block concerned).

4.2 We will not accept a DPML Block, and will not renew a DPML Block at the end of the applicable term, unless arrangements for payment have been made by you with CSC Digital Brand Services for the applicable fees. DPML Blocks, or names that result in a DPML Blocks, will only expire, be terminated or otherwise released in accordance with Donuts Policies and ICANN Requirements.

4.3 We expressly reserve the right to change or modify our pricing and fees.

4.4 All prices and fees are non-refundable unless otherwise expressly stated.

5. RESERVED SLDs

Donuts may reserve at any time certain SLDs from DPML Block, including, without limitation, SLDs:

- (a) reserved for operations and other purposes, including without limitation certain Premium Names, which Donuts may change from time to time;
- (b) reserved or restricted to comply with applicable ICANN Requirements or Donuts Policies, including those reserved for certain third parties;
- (c) still pending, in process, or otherwise not available, such as Domain Names that are still pending processing of Sunrise Registration; or
- (d) that are already under Registration or subject to an active DPML Block, unless an exception applies (e.g., Override).

6. YOUR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties

You acknowledge and agree:

- (a) that the DPML Application or DPML Block contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- (b) you shall participate in good faith in any proceedings described in this Agreement or Donuts Policies commenced by or against the DPML Applicant or DPML Block holder;
- (c) you accept and will abide by the Donuts Policies;
- (d) to grant Donuts and its contracted parties a fully paid, nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable license and approval to host, cache, copy, display Application Content to WHOIS or report publicly, in whatever method or format Donuts chooses, for the purpose of and in conjunction with effectuating the DPML Service;
- (e) that the DPML Applicant owns or has permission to use and submit the Application Content, and that to its knowledge, such usage and submission does not violate applicable license agreements, laws, regulations, or rights of any third party;
- (f) that the Application Content is and will remain accurate, current and complete throughout the applicable DPML Block period, and that If Donuts has reason to believe that the Application Content is untrue, inaccurate, out-of-date or incomplete, after providing you five (5) days' notice to correct such information or give reasonable assurance to Donuts of such information's

accuracy, Donuts reserves the right in its sole discretion to deny or cancel the underlying DPML Block;

- (g) that the DPML Applicant has and will keep in effect during use of the DPML Service, all licenses and approvals necessary to grant Donuts and its subcontractors these rights and that they will be provided at no charge to Donuts upon request;
- (h) that Donuts, in its sole discretion, may temporarily suspend the DPML Service to one or more registrars or users to minimize threats to the operational stability and security of the DPML Block databases and the registries owned and operated by Donuts; provided, however, that a suspension of the DPML Service will not allow registrations to occur for SLDs under DPML Block that would not otherwise be permitted by the Donuts Policies when the DPML Service is fully operational;
- (i) that the modification or cancellation of any DPML Blocks in accordance with the Donuts Policies will not result in any refund of any DPML Block fees;
- (j) not use the DPML Service in a manner, as determined in CSC Digital Brand Services' or Donuts' sole discretion, that:
  - o (i) infringes on the intellectual property rights of any other person or entity;
  - o (ii) is illegal, or promotes or encourages illegal activity;
  - o (iii) interferes with the operation of the DPML Service or the WHOIS, DNS or SRS services provided by Donuts;
  - o (iv) modifies or alters any part of the DPML Service;
  - o (v) results in the distribution of Application Content in a manner not authorized or contemplated by the Donuts Policies; or
  - o (vi) contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of the DPML Service affecting any other person or entity.
- (k) Donuts reserves the right to review WHOIS records to verify contact information of DPML Block holders.

6.2 Donuts' Rights regarding DPML Applications

As a DPML Applicant or DPML Block holder (as the case may be), you represent and warrant you have acknowledged and accepted, that Donuts shall be entitled but not obliged to reject a DPML Block, or to delete, revoke, cancel or transfer a DPML Block:

- (a) to enforce Donuts Policies and ICANN Requirements, each as amended from time to time;
- (b) that is not accompanied by complete and accurate information as required by ICANN Requirements or Donuts Policies or where required information is not updated or corrected as required by ICANN Requirements and/or Donuts Policies;
- (c) to protect the integrity and stability of the SRS or the operation or management of the Registries owned and operated by Donuts;
- (d) to comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution service provider Donuts may hereafter retain to oversee the arbitration and mediation of disputes;
- (e) to establish, assert, or defend the legal rights of Donuts or a third party or to avoid any actual or potential civil or criminal liability on the part of or damage to Donuts or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
- (f) to correct mistakes made by Donuts or CSC Digital Brand Services in connection with a DPML Block;
- (g) if Donuts receives notice that the SMD File is under dispute; or
- (h) as otherwise provided in this Agreement and/or the registry-registrar agreement between CSC Digital Brand Services and Donuts.

6.3 Authorisation

In submitting a DPML Application, you agree that both CSC Digital Brand Services and Donuts and each party's agents are authorized to share information to the TMCH or general public relating to you (as a DPML Applicant) and the DPML Application. If you proceed with a DPML Block, you are deemed to be on notice of the intellectual property rights of others in the TMCH.

You acknowledge and agree that it is not the obligation of CSC Digital Brand Services or Donuts to notify a DPML Block holder in advance of the termination or expiration (for any reason) of a DPML Block. Both CSC Digital Brand Services and Donuts shall be entitled but not obligated to immediately suspend or cancel any DPML Block that is in breach of this Agreement, the registry-registrar agreement between CSC Digital Brand Services and Donuts, Donuts Policies or any other applicable law or regulation.

7. DISCLAIMERS

7.1 In addition to any other warranties and/or disclaimers contained in this Agreement, you agree to the disclaimers in this clause 7.1 which apply directly between you and Donuts:

- (a) DONUTS WARRANTS THAT IT WILL PROVIDE THE DPML SERVICE WITH REASONABLE CARE AND SKILL
- (b) DONUTS DOES NOT WARRANT UNINTERRUPTED, SECURE OR ERROR-FREE OPERATION OF THE DPML SERVICE, OR THAT IT WILL BE ABLE TO PREVENT THIRD PARTY DISRUPTIONS OF THE DPML SERVICE OR RELATED SERVICES OR THAT IT WILL CORRECT ALL DEFECTS.
- (c) SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, DONUTS MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE DPML SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT.
- (d) YOU ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY DONUTS, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS OR AGENTS WILL CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THE DPML SERVICE, AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.
- (e) THE FOREGOING DISCLAIMERS CONTAINED IN THIS CLAUSE 7.1 SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

7.2 You agree that the DPML Service is provided on an "as is", "as available" basis. To the extent permitted by law, neither CSC Digital Brand Services nor Donuts, nor any employees, affiliates, agents, suppliers, third-party information providers, merchants, licensors nor the like (each a "**Relevant Party**") of either CSC Digital Brand Services or Donuts, make any warranties of any kind, either expressed or implied, statutory or otherwise, relating in any way to the subject matter of this Agreement, including, but not limited to, warranties of merchantability or fitness for a particular purpose, or non-infringement for the Services, and all such warranties are hereby excluded.

7.3 CSC DIGITAL BRAND SERVICES SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS RELATED TO OR IN CONNECTION WITH THE PRODUCTS, SERVICES AND PERFORMANCE OF THIRD PARTIES, REGARDLESS OF WHETHER YOU ARE AWARE THAT ANY SUCH PRODUCT, SERVICE OR PERFORMANCE IS PROVIDED BY A THIRD PARTY.

8. LIABILITY

8.1 In no event will either CSC Digital Brand Services or Donuts, or each party's officers, directors, employees, subcontractors or agents be liable to the other party or any other person or entity for any

indirect, incidental, special, punitive or consequential damages, including but not limited to loss of business opportunity, business interruption, loss of profits or costs of procurement of substitute goods or services, including without limitation any damages that may result from:

- (a) the accuracy, completeness, or content of the DPML Service;
- (b) third-party conduct of any nature whatsoever;
- (c) any unauthorized access to or use of the DPML Service or your account;
- (d) any interruption or cessation of the DPML Service;
- (e) any viruses, worms, bugs, Trojan horses or similar code, files or programs which may be transmitted to or from the DPML Service; or
- (f) any such losses or damages incurred as a result of CSC Digital Brand Services or your use of the DPML Service, whether based on warranty, contract, tort or any other legal or equitable theory, and whether or not such party is advised of the possibility of such damages.

8.2 The parties specifically acknowledge and agree that any cause of action arising out of or related to the DPML Service must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently waived.

8.3 To the maximum extent permitted by law, in no event shall CSC Digital Brand Services' or Donuts' total aggregate liability to you or any third party exceed the total amount paid by you in relation to the DPML Service.

8.4 The foregoing limitation of liability contained in this clause 8 shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this Agreement.

8.5 Notwithstanding any other provision to the contrary in this Agreement:

- (a) you agree that where any statute implies any term into this Agreement, and that statute avoids or prohibits provisions in a contract excluding or modifying the application of or liability under such a term, then the term will be taken to be included in this agreement. However, the liability of CSC Digital Brand Services for any breach of the term will, if permitted by that statute, be limited, at our option, to the re-supply of the services again; or payment of the cost of having the services supplied again; and
- (b) CSC Digital Brand Services acknowledges that some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so that the above limitations or exclusions may not apply to you. In such jurisdictions, the liability of CSC Digital Brand Services (and the liability of any Relevant Party of CSC Digital Brand Services) shall be limited to the greatest extent permitted by applicable law.

9. INDEMNITY

9.1 You agree to protect, defend, indemnify and hold harmless CSC Digital Brand Services and Donuts, and such party's officers, directors, employees, affiliates, subcontractors and agents (collectively, the Indemnified Parties), from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by such party, directly or indirectly, arising from violation of any provision of this Agreement or the Donuts Policies.

9.2 In addition to clause 9.1, you agree to hold Donuts harmless from claims filed or disputes initiated by third parties, and that you shall compensate Donuts for any costs or expenses incurred or damages for which Donuts may be held liable as a result of third parties taking action against Donuts on the grounds that your DPML Application infringes the rights of a third party. For the purposes of this clause 9.2, the

term "Donuts" shall also refer to its stockholders, directors, employees, members, subcontractors, the TMCH and their respective directors, agents and employees.

9.3 The indemnification obligations under this clause 9 shall survive any termination or expiration of this Agreement or use of the DPML Service.

10. DPML SERVICE AVAILABILITY

10.1 You acknowledge and agree that from time to time the DPML Service may be inaccessible or inoperable for any reason including, but not limited to:

- (a) equipment malfunctions;
- (b) periodic maintenance, repairs or replacements that Donuts undertakes from time to time; or
- (c) causes beyond reasonable control or that are not reasonably foreseeable including, but not limited to interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

10.2 You acknowledge and agree that neither CSC Digital Brand Services nor Donuts has control over the availability of the DPML Service on a continuous or uninterrupted basis, and that neither CSC Digital Brand Services or Donuts (or either party' subcontractors, if any) assume any liability to you or any other party with regard thereto.

10.3 CSC Digital Brand Services and Donuts reserve the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) the DPML Service (including without limitation any DPML Application or DPML Block) as a whole for any reason, including but not limited to the following:

- (a) to correct mistakes made by CSC Digital Brand Services or Donuts in offering or delivering the DPML Service;
- (b) to protect the integrity and stability of the DPML Service;
- (c) to assist with fraud and abuse detection and prevention efforts;
- (d) to comply with court orders or applicable local, state, national and international laws, rules and regulations;
- (e) to comply with requests of law enforcement, including subpoena requests;
- (f) to comply with any dispute resolution process;
- (g) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit;
- (h) to avoid any damage, or civil or criminal liability, to CSC Digital Brand Services or Donuts or either party's officers, affiliates, directors, contracted parties, employees and agents;
- (i) to enforce any term of this Agreements and/or Donuts Policies and/or ICANN Requirements; or
- (j) submitting inaccurate, incomplete or out of date information as required by CSC Digital Brand Services, TMCH or ICANN, or failing to update, correct and maintain such information on an ongoing basis.

11. DISPUTES

11.1 You warrant and represent that:

- (a) you agree to participate in and abide by any determinations made as part of any Donuts' dispute resolution procedures, including without limitation the AUP, the URS, and the UDRP; and
- (b) you further agree to submit to a binding arbitration for disputes arising from this Agreement and related to the application of DPML Blocks.

11.2 Any DPML Applicants or DPML Block holders found to have repeatedly engaged in abusive registrations or practices, their agents or parties determined to be acting in concert therewith, may, at Donuts' sole discretion, be disqualified from maintaining any current or future Registrations or DPML Blocks in any Registry or by Donuts.

11.3 The determinations of Donuts and the TMCH regarding any Applications, DPML Applications, Registrations, or DPML Blocks shall be final and non-appealable.

12. No Agreement

You acknowledge and agree that Donuts and its respective, managers, directors, employees, contractors and agents (including the TMCH and the Auction Provider) are not a party to this Agreement between CSC Digital Brand Services and you (or party acting in the name and/or behalf of you).

13. GENERAL

13.1 If any clause of this Agreement is held to be invalid or unenforceable in whole or part, the invalid or unenforceable wording shall be deemed to be omitted.

13.2 Any notice to be given under this Agreement is deemed to be served if delivered either by either or sent by pre-paid post, by fax or e-mail, to the party to whom it is given at its last known postal or e-mail address or fax number.

13.3 This Agreement is governed by the laws of Delaware, United States and you and CSC Digital Brand Services submit to the non-exclusive jurisdiction of those Victorian courts. Nothing in this Agreement may be construed as creating the relationship of agency partnership or joint venture between the parties.

13.4 You agree that CSC Digital Brand Services may assign this Agreement to a third party on prior written notice to you.

13.5 CSC Digital Brand Services' failure to act upon or at any time to notify you and insist on strict performance of any provision of this Agreement is not a waiver of its right at any later time to insist on strict performance of that or any other provision of this Agreement.