

ESTTA Tracking number: **ESTTA1289981**

Filing date: **06/07/2023**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding no.	91249511
Party	Plaintiff Omegle.com, LLC
Correspondence address	STACIA N LAY FOCAL PLLC 900 1ST AVENUE S SUITE 201 SEATTLE, WA 98134 UNITED STATES Primary email: stacia@focallaw.com Secondary email(s): venkat@focallaw.com 206-529-4827
Submission	Other Motions/Submissions
Filer's name	Stacia N. Lay
Filer's email	stacia@focallaw.com
Signature	/StaciaN Lay/
Date	06/07/2023
Attachments	THIRD CORRECTED_2023-06-07_Testimony decl. of L. K-Brooks for Opposer _39, 78, and 80 TTABVUE.pdf(3234585 bytes) Ex. O-1.pdf(903973 bytes) Ex. O-2.pdf(1270901 bytes) Ex. O-3.pdf(39137 bytes) Ex. O-4.pdf(3555676 bytes) Ex. O-5.pdf(967585 bytes) Ex. O-6_2nd CORRECTED.pdf(926395 bytes) Ex. O-7_2nd CORRECTED.pdf(922101 bytes) Ex. O-8.pdf(622702 bytes) Ex. O-9.pdf(707905 bytes) Ex. O-10.pdf(665624 bytes) Ex. O-11.pdf(2611119 bytes) Ex. O-12.pdf(615063 bytes) Ex. O-13.pdf(626792 bytes) Ex. O-14.pdf(624893 bytes) Ex. O-15.pdf(781542 bytes) Ex. O-16.pdf(900882 bytes) Ex. O-17.pdf(3834658 bytes) Ex. O-18.pdf(835396 bytes) Ex. O-19.pdf(906900 bytes) Ex. O-20.pdf(39141 bytes) Ex. O-21.pdf(39143 bytes) Ex. O-22.pdf(39141 bytes) Ex. O-23.pdf(39143 bytes) Ex. O-24.pdf(39141 bytes) Ex. O-25.pdf(39141 bytes) Ex. O-26.pdf(39141 bytes) Ex. O-27.pdf(39141 bytes) Ex. O-28.pdf(39143 bytes) Ex. O-29.pdf(39141 bytes) Ex. O-30.pdf(39143 bytes) Ex. O-31.pdf(39146 bytes) Ex. O-32.pdf(39143 bytes)

	Ex. O-33.pdf(39143 bytes) Ex. O-34.pdf(39143 bytes)
--	--

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Omegle.com LLC

Opposer,

v.

Bad Kitty's Dad, LDA,

Applicant.

Opposition No. 91249511 (parent case)

Mark:

OmeTV

Serial No. 88/264,546

Serial No. 88/264,565

Published: May 14, 2019

Omegle.com LLC

Petitioner,

v.

Bad Kitty's Dad, LDA,

Registrant.

Cancellation No. 92072561

Mark: OME TV

Registration No. 5,833,264

Registration No. 5,833,267

Registration Date: August 13, 2019

THIRD CORRECTED TRIAL DECLARATION OF LEIF K-BROOKS
(39, 78, and 80 TTABVUE)

I, Leif K-Brooks, under penalty of perjury, declare as my direct trial testimony as a witness for Opposer/Petitioner Omegle.com LLC ("Omegle" or "Opposer") in this proceeding the following:

1. I am the founder of Omegle.com LLC. I also have been, and continue to be, the sole member, manager, and employee of Omegle.com LLC. As described in more detail herein, Omegle provides an online random chat service under the OMEGLE® mark that is currently available via its website located at <omegle.com>.

2. This declaration is based on my own personal knowledge of the facts and circumstances set forth herein, as well as on my review of the books and records maintained by Omegle that I have access to and for which I am the custodian. Except as otherwise stated herein,

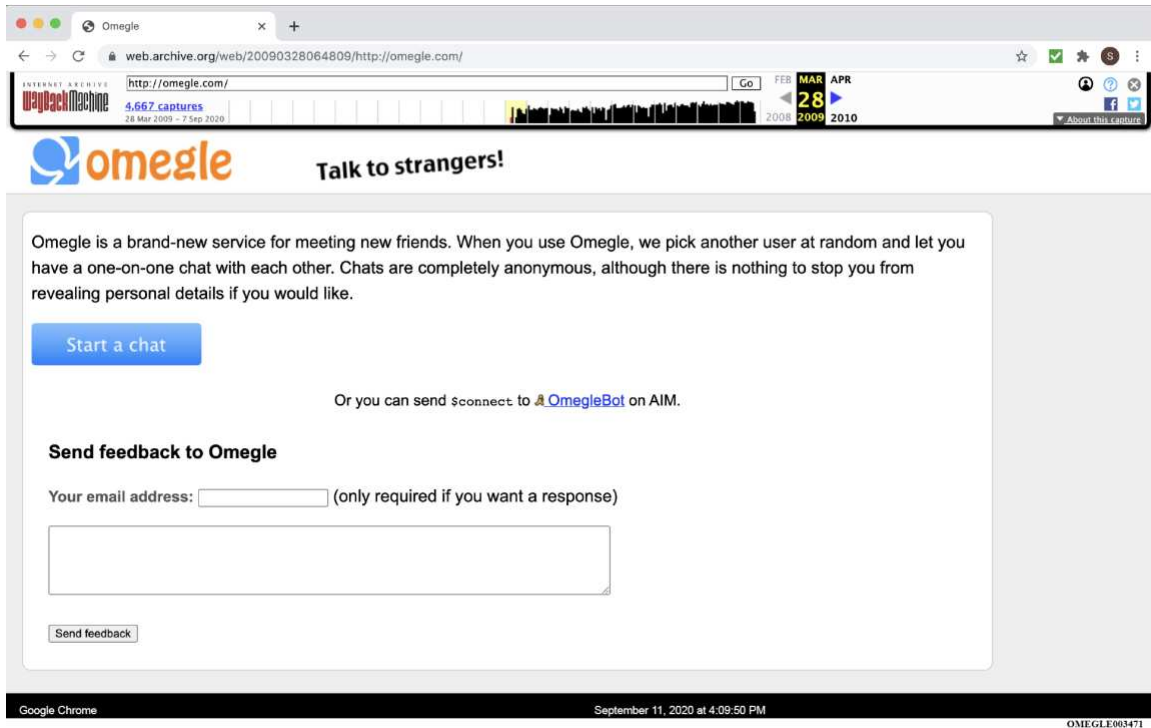
such books and records were made or received at or near the time of the recorded activity or event, were kept in the ordinary course of Omegle's regularly conducted business activity, and were created or received as part of the regular practice of that business activity.

3. As the sole member, manager, and employee of Omegle.com LLC, I am familiar with records created and kept in the ordinary course of the company's regularly conducted business activity; the development, marketing, advertising, and revenue generated by the OMEGLE® online random chat service; and the use, registration, and enforcement of rights in the OMEGLE® mark.

A. The OMEGLE® Online Random Chat Service and Its Users

4. I created the OMEGLE® online random chat service in about 2009 when I was 18 years old. Currently, the service randomly pairs two users for either a text-only chat or a video chat (the video chat option also includes a text chat alongside the video). From its launch through to the present day, the OMEGLE® online random chat service is offered for free to its users.

5. I began offering the OMEGLE® online random chat service in March 2009 on the OMEGLE® website at <omegle.com>, which domain name I first registered in July 2008. At the time of its launch, the OMEGLE® online random chat service offered only a text chat option. Following is a screenshot of the OMEGLE® website as it existed on March 28, 2009, soon after the launch of the chat service, captured from the Internet Archive Wayback Machine:



A true and correct copy of the above screenshot of the OMEGLE® website as it existed on March 28, 2009, obtained from the Internet Archive Wayback Machine on September 11, 2020, is attached hereto as **Exhibit O-1**.

6. Over the years, the features of the OMEGLE® online random chat service have expanded.

7. For example, in about March 2010, a video chat option (which also incorporates a text chat alongside the video) was added to the OMEGLE® online random chat service and continues to be offered to the present day. A true and correct copy of a screenshot of the OMEGLE® website as it existed on March 30, 2010 showing the addition of the video chat option of the OMEGLE® online random chat service, obtained from the Internet Archive Wayback Machine on September 11, 2020, is attached as Exhibit O-68 to Opposer's Seventh Notice of Reliance.

8. In about August 2011, a "spy mode" feature was added to the OMEGLE® text

chat option. In “spy mode,” a third user proposes a question or topic for two other users to discuss in the text chat. “Spy mode” was an option for the OMEGLE® online random chat service until 2022. A true and correct copy of a screenshot of the OMEGLE® website as it existed on August 30, 2011 showing the addition of the “spy mode” option of the OMEGLE® text chat, obtained from the Internet Archive Wayback Machine on September 14, 2020, is attached as Exhibit O-72 to Opposer’s Seventh Notice of Reliance.

9. Similarly, in about March 2012, the OMEGLE® online random chat service began allowing users to identify their interests, which the system would use to attempt to connect them with users with similar interests. The “common interests” feature is still available to the present day. A true and correct copy of a screenshot of the OMEGLE® website as it existed on March 31, 2012 showing the addition of the “common interests” feature to the OMEGLE® online random chat service, obtained from the Internet Archive Wayback Machine on September 14, 2020, is attached as Exhibit O-75 to Opposer’s Seventh Notice of Reliance.

10. Also, in about February 2014, a “dorm chat” feature – through which users with college or university email addresses are connected to other such users for chats – was added to the OMEGLE® online random chat service. This feature, currently called “college student chat,” is still offered to users. A true and correct copy of a screenshot of the OMEGLE® website as it existed on February 28, 2014 showing the addition of the “dorm chat” (now “college student chat”) feature to the OMEGLE® online random chat service, obtained from the Internet Archive Wayback Machine on September 15, 2020, is attached as Exhibit O-79 to Opposer’s Seventh Notice of Reliance.

11. True and correct copies of additional screenshots of the OMEGLE® website obtained from the Internet Archive Wayback Machine on the dates identified on each of the

screenshots, showing the evolution of the website and the OMEGLE® online random chat service from its launch in 2009 to 2020 are attached as Exhibits O-66 to O-90 to Opposer's Seventh Notice of Reliance.

12. At the time it launched in March 2009, the OMEGLE® online random chat service was, as far as I am aware, one of the first to offer such a service. One of the other similar well-known services – ChatRoulette – was created after the OMEGLE® online random chat service and was likely inspired by the immediate success of that service.

13. From the outset, the OMEGLE® online random chat service experienced viral growth, largely by word-of-mouth marketing. Attached hereto as **Exhibit O-2** is a true and correct copy of the original post from the "Official Omegle Blog" – obtained from the Internet Archive Wayback Machine on September 3, 2020 – that I drafted and posted on March 30, 2009, which discusses the tremendous reception the OMEGLE® online random chat service received from the start.

14. Over the more than 13 years since the OMEGLE® online random chat service launched, other similar services have come and gone. The OMEGLE® online random chat service, however, has maintained a consistent user base over those years and at times, such as during the COVID pandemic lockdown periods, has experienced significant growth in the number of users. Within the last month, the OMEGLE® online random chat service had an average of more than 3.5 million daily users, according to Google Analytics data I monitor for the OMEGLE® website.

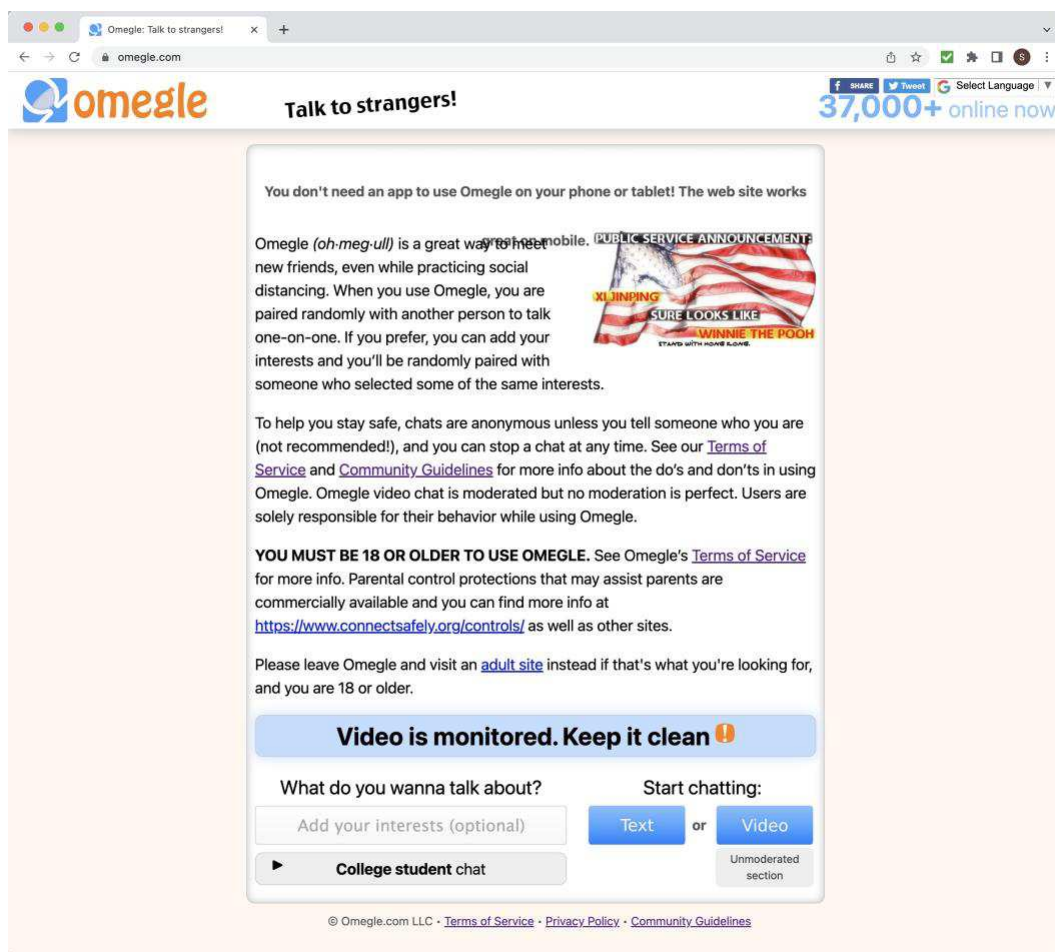
15. As to the users of the OMEGLE® online random chat service, Omegle does not target any particular classes or groups of users (with the exception of placing age restrictions on the use of its service). Rather, subject to those age restrictions, Omegle generally targets users

who want to meet and chat with new people. Nor are users limited by geography; although many users are believed to be within the United States (26.12% within the last month, according to Google Analytics), users from 100+ countries around the world have also used the OMEGLE® online random chat service since its launch more than a decade ago. Marked as **Exhibit O-3** is a true and correct copy of a Google Analytics report for the OMEGLE® website listing the countries of the users of the OMEGLE® online random chat service for the period from January 2020 to September 2020. Exhibit O-3 has been designated “Attorneys’ Eyes Only” and is therefore filed under seal.

16. The fact that the OMEGLE® online random chat service is well known is demonstrated, in part, by the numerous similar services and apps – including the random online chat services offered by Bad Kitty’s Dad under the “OmeTV” marks at issue in this proceeding – that are described, or describe themselves, as “Omele like” services or “Omele alternatives.” True and correct copies of examples of similar online random chat services describing themselves as “like,” or an alternative to, the OMEGLE® online random chat service and articles discussing alternatives to the OMEGLE® chat service, are attached as Exhibits O-96, O-97, O-103 to O-109, and O-111 to Opposer’s Eighth Notice of Reliance. Bad Kitty’s Dad’s <ome.tv> website similarly described, and continues to describe, its chat service as “like” OMEGLE® or an “Omele alternative.” Attached hereto as **Exhibit O-4** are true and correct copies of screenshots captured from Bad Kitty’s Dad’s <ome.tv> website on October 28, 2022, in which it refers to its online random chat service as an “Omele alternative,” “Omele-like,” and an “Omele Chat Alternative.” The specimens submitted in connection with Bad Kitty’s Dad’s applications to register the marks at issue in this proceeding similarly describe Bad Kitty’s Dad’s chat service as

“Omegle like,” an “Omegle chat experience,” an “Omegle chat alternative,” and “similar to Omegle.”

17. Omegle’s use of its OMEGLE® mark in connection with the online random chat service has remained consistent since the launch of the service in March 2009 through the present day. Following is a screenshot of the homepage for the OMEGLE® website, <omegle.com>, captured on October 17, 2022, showing the current use of the OMEGLE® mark in connection with the online random chat service:



A true and correct copy of the above screenshot is also attached hereto as **Exhibit O-5**.

18. Omegle has consistently displayed the OMEGLE® mark on its website in the same orange color and font style shown in the above screenshot since the launch of the OMEGLE®-branded online random chat service in March 2009 (*see* Exhibits O-1 and O-5).

19. True and correct additional screenshots showing the current use of the OMEGLE® mark that I captured from (a) within an OMEGLE® video chat and (b) the mobile version of the OMEGLE® online random chat service, are attached hereto as **Exhibit O-6**.

20. Also, from approximately June 2009 to April 2015, Omegle offered a random chat iOS app under its OMEGLE® mark that was available on the Apple App Store. True and correct copies of images I captured from the OMEGLE® app showing use of the mark within the app are attached hereto as **Exhibit O-7**. The OMEGLE® app is not currently available. However, while there are no immediate plans to revive the OMEGLE® app, it remains a possibility for an expansion of the online random chat services offered under the OMEGLE® mark.

21. Omegle generates revenue from its OMEGLE® online random chat service from advertising and affiliate relationships. Additionally, Omegle charged approximately \$1 for its OMEGLE® iOS app when it was available from approximately June 2009 to April 2015.

B. Selection of the OMEGLE® Mark

22. I selected the OMEGLE® mark in or about early 2009.

23. The OMEGLE® mark has its origins in a separate, unrelated programming project that I was working on prior to the project that became the OMEGLE® online random chat service. That prior project had an undocumented error code that I nicknamed “error code omega” because of the association between the Greek letter omega and the apocalypse (the error was ultimately apocalyptic for the prior project).

24. When I later began developing the online random chat service, I selected the OMEGLE® mark for that service because of the connection to the “error code omega” nickname that ultimately ended my prior project and led me to start the new project that became OMEGLE®. I also liked that, given this background for the OMEGLE® mark, I could create a logo that is used with that mark that simultaneously looked like the Greek letter omega and the silhouette of a person’s head (*see* Exhibits O-1 and O-5). To my knowledge, OMEGLE® does not appear in a dictionary and therefore has no dictionary meaning. *See* Exhibit O-92 to Opposer’s Seventh Notice of Reliance showing that searches of online dictionaries for “omegle” return no results.

C. Registration and Assignment of the OMEGLE® Mark

25. I applied to register the OMEGLE® mark on December 23, 2010, in IC 038 for “Providing internet chatrooms,” based on a first use in commerce date of March 25, 2009. A registration issued for the OMEGLE® mark on July 19, 2011. In the registration for the OMEGLE® mark as initially issued, I am identified as the owner. A true and correct copy of the registration, Registration No. 3,997,588, for the OMEGLE® mark, obtained from the USPTO’s Trademark Status & Document Retrieval (“TSDR”) database on October 17, 2022, is attached in Exhibit O-35 to Opposer’s First Notice of Reliance.

26. By an assignment agreement dated August 27, 2015, I assigned all rights in and to the OMEGLE® mark, including the corresponding registration and all goodwill associated with the mark, to Omegle.com LLC. The assignment was duly recorded with the USPTO on August 27, 2015. A true and correct copy of the Domain Name and Trademark Assignment Agreement, obtained from the USPTO’s Trademark Assignment Recordation Branch database on October 17, 2022, evidencing the assignment of the OMEGLE® mark and corresponding

Registration No. 3,997,588 from myself to Omegle.com LLC is attached as Exhibit O-36 to Opposer's First Notice of Reliance.

27. The declaration of use and the renewal application for the registration for the OMEGLE® mark – Registration No. 3,997,588 – was recently accepted by the USPTO on August 12, 2021. A true and correct copy of a report from TSDR obtained on October 17, 2022, showing the current status and title of the registration for the OMEGLE® mark, Registration No. 3,997,588, is included in Exhibit O-35 to Opposer's First Notice of Reliance.

D. Advertising and Marketing of the OMEGLE® Online Random Chat Service

28. In the more than 13 years since the launch of the OMEGLE® online random chat service, promotion of the service has largely occurred by word-of-mouth and unsolicited publicity. Such word-of-mouth promotion is likely due in large part to the fact that the OMEGLE® online random chat service was one of the originators of online random chat platforms and one of the few to survive and flourish to this day.

29. The original post to the "Official Omegle Blog" (*see* Exhibit O-2) identifies some of the early word-of-mouth posts promoting the OMEGLE® online random chat service. A few examples of other, more recent unsolicited publicity for the OMEGLE® chat service are attached as Exhibits O-94 to O-95 and O-97 to O-102 to Opposer's Eighth Notice of Reliance.

30. Omegle has also advertised its OMEGLE® online random chat service via a Facebook page (www.facebook.com/omegle/) which I created and maintain. Although paid advertising has proved unnecessary to promote the OMEGLE® online random chat service, I did pay for a Facebook ad campaign in 2016. True and correct screenshots of the OMEGLE® Facebook page are attached as Exhibit O-91 to Opposer's Seventh Notice of Reliance.

31. From approximately March 2009 to June 2018, I also promoted the OMEGLE® online random chat service via an OMEGLE® Twitter account.

32. Also, during the time the OMEGLE® iOS app was available (approximately June 2009 to April 2015), the OMEGLE® app was advertised via a listing on the Apple App Store and a button to download the app on the OMEGLE® website. A true and correct copy of a screenshot of the OMEGLE® website as it existed on June 27, 2009 showing the download button for the OMEGLE® iOS app, obtained from the Internet Archive Wayback Machine on September 11, 2020, is attached as Exhibit O-67 to Opposer's Seventh Notice of Reliance.

E. Omegle's Enforcement of Its Rights in the OMEGLE® Mark

33. In the more than 13 years since the OMEGLE® online random chat service was launched, Omegle has taken reasonable efforts to protect its rights in the OMEGLE® mark against confusingly similar uses.

34. For example, from time to time, Omegle has made trademark complaints – submitted either by myself or by counsel at my direction – to the Google Play Store and the Apple App Store in connection with apps listed on those app stores that used marks confusingly similar, or in some cases identical, to the OMEGLE® mark. Following are representative examples of trademark complaints that either I or counsel acting on my direction submitted to the Google Play Store and the Apple App Store:

(a) Trademark complaints made to Google Play and the Apple App Store regarding an app named “Omegle Chat” by HK Lan Bright Technology Co., Ltd. (*see attached Exhibit O-8 and Exhibit O-9* consisting of, respectively, the trademark report to Apple and a screenshot of the app listing, and the trademark report to Google and a screenshot of the app listing);

(b) Trademark complaint to the Apple App Store regarding a random chat app named “Omegle” (which also used a logo similar to that used by Omegle) by Hans Stuffer and/or companies affiliated with Mr. Stuffer (*see* attached **Exhibit O-10** consisting of the trademark report to, and acknowledgement from, Apple);

(c) Trademark complaint to Google Play regarding an app named “Omega,” also believed to be by Hans Stuffer and/or companies affiliated with Mr. Stuffer (*see* attached **Exhibit O-11** consisting of the trademark report to, and acknowledgement from, Google and a screenshot of the app listing);

(d) Trademark complaints to the Apple App Store regarding apps named “Omegle 2” by unbe.li and Artem Malyshev and “Omegle Ace!” by Bitdingo and Nelson Gauthier (*see* attached **Exhibit O-12** consisting of the email thread with Apple including the trademark complaint to, and acknowledgement from, Apple);

(e) Trademark complaint to the Apple App Store regarding apps named “Chat Now for Omegle Pro – Talk With Strangers” and “Chat Now for Omegle – Talk with Strangers,” both by Alex Rastorgouev (*see* attached **Exhibit O-13** consisting of the email thread with Apple and the developer of the apps regarding Omegle’s trademark complaint);

(f) Trademark complaint to the Apple App Store regarding an app named “Chat for Omegle – Flirt With Strangers” by Anatoli Rastorgouev (*see* attached **Exhibit O-14** consisting of the email thread with Apple and the app developer regarding Omegle’s trademark complaint); and

(g) Trademark complaint to the Apple App Store regarding an app named “Omegle” by Omega Media Corporation Limited (*see* attached **Exhibit O-15** and **Exhibit O-16**

consisting of email threads with Apple and the app developer regarding Omegle's trademark complaint).

35. Additionally, to the best of my recollection, I learned of the existence of a domain name using the OMEGLE® mark in its entirety, <omegle.tv>, in about May 2015. The website <omegle.tv> appeared to offer an online random chat service identical or very similar to the OMEGLE® service. A true and correct screenshot of the <omegle.tv> website as it appeared on May 30, 2015, obtained from the Internet Archive Wayback Machine on September 18, 2020, is attached as Exhibit O-157 to Opposer's Tenth Notice of Reliance.

36. Thereafter, on or about September 4, 2015, Omegle, through counsel at my direction, filed a complaint with the World Intellectual Property Organization ("WIPO") Arbitration and Mediation Center in accordance with the Uniform Domain Name Dispute Resolution Policy ("UDRP") against the registrant of the domain <omegle.tv>, who was identified as Chukhmanenko Aleksei Aleksandrovich. Omegle sought transfer of the <omegle.tv> domain based on its registered OMEGLE® mark. Attached hereto as **Exhibit O-17** is a true and correct copy of the UDRP complaint that counsel filed on behalf of Omegle at my direction, seeking the transfer of the domain name <omegle.tv>.

37. On or about October 28, 2015, the WIPO panelist found in Omegle's favor in the UDRP proceeding and ordered that the <omegle.tv> domain name be transferred to Omegle. Attached hereto as **Exhibit O-18** is a true and correct copy of the decision in the UDRP proceeding involving the <omegle.tv> domain name.

38. The <omegle.tv> domain name was transferred to Omegle pursuant to the WIPO panelist's decision on or about November 26, 2015. Omegle continues to be the registrant of the domain name today, which currently redirects to the OMEGLE® website (<omegle.com>).

39. At approximately the same time as the UDRP proceeding, in September 2015, Omegle, through counsel, sent a trademark complaint to Facebook regarding the “Omegle Chat” Facebook page then located at <www.facebook.com/www.omegle.tv>. The Facebook page was linked to from the <omegle.tv> website involved in the UDRP proceeding. Attached hereto as **Exhibit O-19** is a true and correct copy of the trademark complaint Omegle’s counsel sent to Facebook at my direction dated September 25, 2015.

F. Bad Kitty’s Dad, its OME TV Marks and omele.tv

40. After the UDRP proceeding described in paragraphs 35-38 above was instituted, on or about September 16, 2015, I discovered that the domain name <ome.tv> had been registered and that <omegle.tv> (the domain name at issue in the UDRP proceeding) was being redirected to that <ome.tv> domain name. The website located at the <ome.tv> domain name hosted the same content as that on the <omegle.tv> website. True and correct copies of a screenshot of the <omegle.tv> as it existed on August 10, 2015 and a screenshot of the <ome.tv> website as it existed on January 24, 2016, both obtained from the Internet Archive Wayback Machine on September 18, 2020, are attached as, respectively, Exhibit O-158 to Opposer’s Tenth Notice of Reliance and Exhibit O-196 to Opposer’s Thirteenth Notice of Reliance.

41. To the best of my recollection, Bad Kitty’s Dad was not referenced in connection with the UDRP proceeding.

42. Later, however, in May 2019, in response to a trademark complaint I made on behalf of Omegle to the Apple App Store regarding an app with the infringing name “Omegle,” the app developer (who did not claim any affiliation with Bad Kitty’s Dad) specifically cited “OmeTV” as another app name that potentially created confusion with Omegle’s OMEGLE® mark and provided a link to what is believed to be Bad Kitty’s Dad’s app on the Apple App

Store (Bad Kitty's Dad's "OmeTV" app apparently was later removed from the U.S. Apple App Store, therefore the link no longer functions). That same developer then forwarded a link to Bad Kitty's Dad's application to register the "OmeTV" mark with the USPTO, which is the first time I recall learning of Bad Kitty's Dad and its connection with and use of the "Ome TV" mark. (*See* Exhibit O-15.)

43. Although it was not apparent at the time of the UDRP proceeding involving the <omegle.tv> domain name, in light of additional information I have reviewed, there are a number of connections between, on the one hand, the use of the <omegle.tv> domain name and the website located at that domain prior to its transfer to Omegle and, on the other hand, the <ome.tv> domain name and website, both at the time of the UDRP proceeding and at present. These connections include at least the following:

(a) As described above, on or about September 16, 2015, while Omegle's UDRP complaint regarding the <omegle.tv> domain name was pending, I discovered that the domain was being redirected to a newly-registered domain name <ome.tv>, the domain currently owned and operated by Bad Kitty's Dad and through which it offers its online random chat service. According to Bad Kitty's Dad's responses to interrogatories in this proceeding, which I reviewed, it registered the <ome.tv> domain name on or about September 9, 2015. The newly-registered <ome.tv> domain name – to which the <omegle.tv> domain was redirected – contained the same website content as the <omegle.tv> website. See the exhibits attached to Opposer's notices of reliance as follows: (i) Exhibit O-191 to Eleventh Notice of Reliance – an email sent by counsel for Omegle in the UDRP proceeding dated September 22, 2015, reflecting my discovery of the redirect of the <omegle.tv> domain name at issue to the newly-registered <ome.tv> domain name; and (ii) Exhibit O-158 to Tenth Notice of Reliance and Exhibit O-196

to Thirteenth Notice of Reliance – screenshots of, respectively, the <omegle.tv> website as it existed on August 10, 2015 and the <ome.tv> website as it existed on January 24, 2016, both obtained from the Internet Archive Wayback Machine on September 18, 2020.

(b) Even after the <omegle.tv> domain name was transferred to Omegle in November 2015 pursuant to the decision in the UDRP proceeding, Bad Kitty’s Dad’s website, <ome.tv>, continued to link to the same Google Plus page that the <omegle.tv> website linked to, which used “OmegleTv” in the domain (<https://plus.google.com/+OmegleTv>). True and correct copies of screenshots obtained from the Internet Archive Wayback Machine are attached as follows to Opposer’s Eleventh Notice of Reliance: (i) Exhibits O-173 and O-174 – screenshots of the <omegle.tv> website as it existed on December 21, 2014 and August 10, 2015, showing the “view source” html code for the “Google+” link on the page; and (ii) Exhibits O-175 to O-179 – screenshots of the <ome.tv> website as it existed on January 24, 2016, November 3, 2016, October 16, 2017, August 19, 2018, and January 16, 2019, each showing the “view source” html code for the “Google+” link on the page.

(c) The <ome.tv> website owned and operated by Bad Kitty’s Dad and the <omegle.tv> website (prior to its transfer to Omegle in November 2015) also shared a Google Analytics tracking ID, “UA-16807854.” Google Analytics is a web analytics service offered by Google that tracks and compiles usage data for websites. A Google Analytics tracking ID is unique to a single owner but can be used by that owner across multiple websites. I am familiar with how Google Analytics works based on my use of the service in connection with, among other things, the OMEGLE® website. The Google Analytics tracking ID shared by <omegle.tv> and <ome.tv> demonstrates that the websites were operated by the same person or entity. True and correct copies of screenshots are attached as follows to Opposer’s Eleventh Notice of

Reliance: (i) Exhibit O-180 – a screenshot of the <omegle.tv> website as it existed on August 10, 2015 (prior to the transfer of the domain to Omegle in November 2015) showing the “view source” html code for the website, including the Google Analytics tracking ID “UA-16807854” (at line 320), obtained from the Internet Archive Wayback Machine on July 7, 2022, and (ii) Exhibits O-181 to O-188 – screenshots of Bad Kitty’s Dad’s <ome.tv> website – including the homepage (at line 48), the “why ometv” (at line 44), “FAQ” (at line 41), rules (at line 42), contact (at line 39), terms (at line 41), privacy (at line 39), and refund (at line 38) pages of the website – captured on July 6, 2022, showing the “view source” html code for each of the pages reflecting the use of the same Google Analytics tracking ID “UA-16807854.”

(d) From shortly after the <omegle.tv> domain name was transferred to Omegle in November 2015 through to the present day, Bad Kitty’s Dad used and continues to use “omegle.tv” in the URL for its “Ome TV” random chat app listing in the Google Play Store. True and correct copies of the following screenshots showing Bad Kitty’s Dad’s use of “omegle.tv” in its Google Play Store listing are attached to Opposer’s notices of reliance as follows: (i) Exhibits O-168 to O-170 to Tenth Notice of Reliance – screenshots of Bad Kitty’s Dad’s <ome.tv> website as it existed on January 24, 2016, August 19, 2018, and January 16, 2019 showing the “view source” html code for the Google Play Store listing including “omegle.tv” in the URL, obtained from the Internet Archive Wayback Machine; (ii) Exhibits O-171 to O-172 to Tenth Notice of Reliance and Exhibit O-181 to Eleventh Notice of Reliance – screenshots of Bad Kitty’s Dad’s <ome.tv> website captured on July 6 and 7, 2022 showing the “view source” html code for the Google Play Store listing including “omegle.tv” in the URL.

G. Instances of Confusion

44. Since learning about Bad Kitty's Dad and its "Ome TV" online random chat service, I have received numerous communications from both individuals and members of law enforcement agencies involving incidents on or seeking information about Bad Kitty's Dad's "Ome TV" service. These communications were sent to my "omegle.com" email address or another "omegle.com" email address (such as "privacy@omegle.com"), all of which I am solely responsible for monitoring, or to the publicly-available address of the registered agent for Omegle.com LLC.

45. Following are examples of emails I received from individuals that reference Bad Kitty's Dad's "Ome TV" online random chat service:

(a) On March 12, 2016, I received an email at my omegle.com email address with the subject line "OmeTV – Omegle like Android App" in which the sender asked why they were banned. Marked as **Exhibit O-20** is a true and correct copy of the email that I received. The email has been designated as "CONFIDENTIAL" and is therefore filed under seal.

(b) On March 22, 2018, I received an email at my omegle.com email address with the subject line "ban on ome.tv" in which the user stated they had received a "ban on your platoform [sic] ome.tv" and asking that I "unban [them] on your platform which is called ome.tv." Marked as **Exhibit O-21** is a true and correct copy of the email that I received. The email has been designated as "CONFIDENTIAL" and is therefore filed under seal.

(c) On July 29, 2019, I received an email at my omegle.com email address with the subject line "Ome app!!!" in which the sender asked about the reason they were banned. Marked as **Exhibit O-22** is a true and correct copy of the email that I received. The email has been designated as "CONFIDENTIAL" and is therefore filed under seal.

(d) On June 23, 2020, I received an email similar to those discussed above at my omegle.com email address with the subject line “Ban on Ome.Tv” in which the sender states that they “have a ban on Omegle” and asks to be unbanned. Marked as **Exhibit O-23** is a true and correct copy of the email that I received. The email has been designated as “CONFIDENTIAL” and is therefore filed under seal.

(e) On July 4, 2022, I received another similar email at the “privacy” omegle.com email address with the subject line “Ban from one [sic] tv” in which the sender asked to be unbanned. Marked as **Exhibit O-24** is a true and correct copy of the email that I received. The email has been designated as “CONFIDENTIAL” and is therefore filed under seal.

(f) On October 15, 2022, I received another email to the “privacy” omegle.com email address – which I am solely responsible for monitoring – with the subject line “Baned [sic] on ome tv” in which the sender asked to be unbanned. Marked as **Exhibit O-25** is a true and correct copy of the email that I received. The email has been designated as “CONFIDENTIAL” and is therefore filed under seal.

46. In addition to emails from individuals, I also frequently receive similar communications from law enforcement officials that appear to reference Bad Kitty’s Dad’s “Ome TV” online random chat service, including the following examples:

(a) On May 6, 2021, I received an email at my omegle.com email address from an officer of the Pennsylvania State Police requesting information about a user of Bad Kitty’s Dad’s “OmeTV” online random chat service, which the officer described as “your Ome TV application.” Marked as **Exhibit O-26** is a true and correct copy of the email that I received. The email has been designated as “CONFIDENTIAL” and is therefore filed under seal.

(b) On March 2, 2022, I received a similar email at my omegle.com email address from an investigator at the Carter County Sheriff's Office in Tennessee regarding an investigation involving an incident "live streamed on OME TV app." Marked as **Exhibit O-27** is a true and correct copy of the email that I received. The email has been designated as "CONFIDENTIAL" and is therefore filed under seal.

47. Additionally, I have received similar communications from foreign law enforcement officials, including the following examples:

(a) On July 4, 2016, I received an email at my omegle.com email address from an investigator with the South Wales Police seeking information regarding a suspect using "the OME.TV facility" which the investigator "believe[d] to be a part of the Omegle Products." Marked as **Exhibit O-28** is a true and correct copy of the email that I received. The email has been designated as "CONFIDENTIAL" and is therefore filed under seal.

(b) Other examples of similar communications that I received at an "omegle.com" email address from foreign law enforcement officials are marked as **Exhibit O-29** through **Exhibit O-34**. The emails have been designated as "CONFIDENTIAL" and are therefore filed under seal.

H. Harm to Omegle

48. If Bad Kitty's Dad's "OmeTV" marks are allowed to register and if its registrations for the OME TV mark are not cancelled, Omegle and its registered OMEGLE® mark will be harmed.

49. The parties' marks are very similar in that the dominant portion of Bad Kitty's Dad's marks – "OME" – is identical to the beginning of the OMEGLE® mark, a fanciful mark that is well known as one of the original online random chat services. In fact, with respect to the

OME TV mark, the dominant “OME” portion of the mark is further emphasized by its separation from the generic “TV” portion. Thus, registration, or continued registration, of Bad Kitty’s Dad’s marks will diminish the distinctiveness of Omegle’s previously-registered OMEGLE® mark.

50. Additionally, as also discussed above, “OmeTV” appears to have had its origin in “omegle.tv,” a term that Bad Kitty’s Dad continues to use to this day in at least the URL for its app listing on the Google Play store. That apparent connection between “OmeTV” and “omegle.tv” suggests that the “OME” portion is in fact an allusion to Omegle and its OMEGLE® online random chat service.

51. Moreover, the marked similarity of the parties’ marks is magnified by the use of the marks on the same, or at the very least highly similar, services. Indeed, as discussed above, Bad Kitty’s Dad markets its “OmeTV” random chat service as “like,” or as an alternative to, the OMEGLE® online random chat service. Bad Kitty’s Dad’s prolific use of #omegle on its social media accounts to advertise its “OmeTV” random chat service further fosters the false association with Omegle and its OMEGLE® online random chat service.

52. Because of the proximity of the OmeTV and OME TV marks to the OMEGLE® mark, the registration and continued registration of those marks is likely to cause confusion as to an affiliation, endorsement, or sponsorship between the two random chat services that does not exist. In fact, as discussed above, such confusion has already occurred.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 3rd day of November, 2022, in Winter Park, Florida.



LEIF K-BROOKS

CERTIFICATE OF SERVICE

I hereby certify that on November 4, 2022, I caused a true and complete copy of the foregoing TRIAL DECLARATION OF LEIF K-BROOKS to be served on counsel for Applicant/Registrant Bad Kitty's Dad, LDA by forwarding said copy via email to:

Erik M. Pelton, Esq.
Erik M. Pelton & Associates, PLLC
Email: uspto@tm4smallbiz.com
erik@erikpelton.com

/StaciaNLay/
STACIA N. LAY

CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2023, I caused a true and complete copy of the foregoing
CORRECTED TRIAL DECLARATION OF LEIF K-BROOKS to be served on counsel for
Applicant/Registrant Bad Kitty's Dad, LDA by forwarding said copy via email to:

Erik M. Pelton, Esq.
Erik M. Pelton & Associates, PLLC
Email: uspto@tm4smallbiz.com
erik@erikpelton.com

/StaciaNLay/
STACIA N. LAY

CERTIFICATE OF SERVICE

I hereby certify that on April 11, 2023, I caused a true and complete copy of the foregoing SECOND CORRECTED TRIAL DECLARATION OF LEIF K-BROOKS (39 AND 78 TTABVUE) to be served on counsel for Applicant/Registrant Bad Kitty's Dad, LDA by forwarding said copy via email to:

Erik M. Pelton, Esq.
Erik M. Pelton & Associates, PLLC
Email: uspto@tm4smallbiz.com
erik@erikpelton.com

/StaciaNLay/
STACIA N. LAY

CERTIFICATE OF SERVICE

I hereby certify that on June 7, 2023, I caused a true and complete copy of the foregoing
THIRD CORRECTED TRIAL DECLARATION OF LEIF K-BROOKS (39, 78, and 80
TTABVUE) to be served on counsel for Applicant/Registrant Bad Kitty's Dad, LDA by
forwarding said copy via email to:

Erik M. Pelton, Esq.
Erik M. Pelton & Associates, PLLC
Email: uspto@tm4smallbiz.com
erik@erikpelton.com

/StaciaNLay/
STACIA N. LAY

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-1



Talk to strangers!

Omegle is a brand-new service for meeting new friends. When you use Omegle, we pick another user at random and let you have a one-on-one chat with each other. Chats are completely anonymous, although there is nothing to stop you from revealing personal details if you would like.

Start a chat

Or you can send \$connect to 🙋 [OmegleBot](#) on AIM.

Send feedback to Omegle

Your email address: (only required if you want a response)

[Send feedback](#)

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-2

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL 03 2009 2011 22 captures 3 Apr 2009 – 28 Sep 2019 About this capture

SEARCH BLOG FLAG BLOG Next Blog» Create Blog | Sign In

Official Omegle Blog

Monday, March 30, 2009

Welcome to the Omegle blog!

Hello, Internet, and welcome to the [Omegle](#) blog! First of all, let me introduce myself. I'm Leif K-Brooks, the founder of Omegle. I'm 18 years old, and currently finishing my senior year of high school. I plan to go to college next year, majoring in computer science.

It's been wonderful (and a little bit bemusing) to see Omegle gaining such huge popularity. I've been writing computer programs for many years, but this is my first project to go viral. When I launched the site on March 25th and saw it hit 100 online users for the first time, I was ecstatic. Now, just five days later, that number has grown exponentially to over 1800—and the growth shows no signs of slowing!

Watching people and Web sites discover Omegle has been a great experience. Thanks to (in no particular order) [Veronica Belmont](#), [How Stuff Works](#), [MegaByte TV](#), [Sarah Lane](#), [Tess Salalac](#), [Google Blogoscoped](#), and everyone else who has been tweeting and blogging about Omegle. Also, a big thank you to all of the users who have helped to make the site a success!

On the technical side of things, everything is pretty much wonderful. Omegle uses the excellent [Twisted](#) networking library, which has made

About Me

**LEIF K-BROOKS
BRATTLEBORO,
VERMONT, UNITED
STATES**

I'm an 18 year-old guy who loves computer programming. I founded [Omegle](#), among other things. Contact me:

eurleif@gmail.com

[View my complete profile](#)

Blog Archive

▼ 2009 (1)

▼ March (1)

[Welcome to the Omegle blog!](#)

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL 03 2009 2011 22 captures 3 Apr 2009 – 28 Sep 2019 About this capture

Trolls are currently the biggest problem facing Omegle. Unfortunately, a percentage of the site's user base, instead of trying to have interesting conversations, likes to harass other users through vulgarity, spamming, and so on. I consider this a very serious issue, and I'm working on methods of controlling it as much as possible. In the mean time, I hope Omegle's users will continue weathering the storm, and enjoying the site despite its trolls.

Keep Omegling, everyone!

P.S. Props to topherchris for the [awesome parody](#)!

Posted by Leif K-Brooks at [4:40 PM](#)

55 comments:

 [Jay Sherwood](#) said...

But I like trolling your site. It's hilarious!

[March 30, 2009 7:17 PM](#)

 [Ethan](#) said...

While the concept is admirable, I have a funny feeling you just stepped into some serious Jenkem.

[March 30, 2009 7:23 PM](#)

 [Ethan](#) said...

Edit: posting in an epic thread

[March 30, 2009 7:27 PM](#)

 [MMCD](#) said...

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL
22 captures 03
3 Apr 2009 – 28 Sep 2019 2008 2009 2011 About this capture

Bharat said...

why the name omegle ?

[March 31, 2009 3:30 AM](#)

Einstein said...

You could do nifty things like simple logins and then analyzing trolls.. or let people flag trolls

[March 31, 2009 4:42 AM](#)

Ala care este said...

What's the technology behind this ?

[March 31, 2009 6:31 AM](#)

Ala care este said...

Oh, forgot to mention: awesome work!

[March 31, 2009 6:32 AM](#)

Aphid said...

New Zealand's picked up on it, same with Australia..

http://www.nzrave.com/index.php?option=com_smf&Itemid=31&topic=71102.0

[March 31, 2009 6:43 AM](#)

Sophie said...

I love this! I have had some really funny conversations and some not so funny, but well done Leif =)

[March 31, 2009 7:11 AM](#)

BlackCherryOrchid said...

this concept could change things

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL
22 captures 03
3 Apr 2009 - 28 Sep 2019 2008 2009 2011 About this capture

e [rdijj](#) said...

I'm really interested in the underlying technology behind this!

[March 31, 2009 8:58 AM](#)

e [2-ton](#) said...

Gah, this is the ultimate time waster...and very kewl one at that!

[March 31, 2009 1:13 PM](#)

e [Hector](#) said...

What a creative idea except for the fact that you stole it from <http://www.anicechat.net/>

[March 31, 2009 1:45 PM](#)

e [Miii](#) said...

Please protect us.
There are a lot of perverted minds in here!

[March 31, 2009 1:53 PM](#)

e [MMMMMPIZZAPIZZA](#) said...

DO NOT USE THIS SITE. I WENT IN AND THE "STRANGER" SOMEHOW KNEW SITES I HAD VISITED RECENTLY IN MY BROWSER.

SCAM SCAM SCAM

SOEMTHING'S UP WITH THIS.

[March 31, 2009 2:43 PM](#)

e [Gabriel D.](#) said...

thank you dude. this thing is great!

[March 31, 2009 7:01 PM](#)

e [Niklaus Wirth](#) said...

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL
22 captures
3 Apr 2009 – 28 Sep 2019 2008 2009 2011
About this capture

Lack of login is a USP for this site.

keep an option of flagging a user or report abuse and soon the trolls will decrease. If they are doing it continuously a ip ban for 1 day will do.

[April 1, 2009 12:05 AM](#)

 [Jamesp](#) said...

this was the first time using omegle and i get a message telling me that i have been logged as being lewd...what's with this?

Stranger: This is Leif from Omegle.
We have received multiple complaints of inappropriate, lewd behavior traced to your IP address.
The Federal Bureau of Investigations will be alerted within the next 24 hours.
This is your final warning.

Leif
(802)380-4064
Omegle Inc.

The authorities will contact you within 48-72 hours. Respect the chat.
Your conversational partner has disconnected.

[April 1, 2009 12:29 AM](#)

 [Waste Manager](#) said...

This post has been removed by the author.
[April 1, 2009 1:44 AM](#)

 [Waste Manager](#) said...

You will make a million off this, congratulations.

[April 1, 2009 1:48 AM](#)

 [GQ](#) said...

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL
22 captures 009 3:55 AM
3 Apr 2009 – 28 Sep 2019 2008 2009 2011 About this capture

 [beret](#) said...

A simple ip based flagging system along with a system that adjusts the influence of IP's depending on times flagged/number of chats would be effective.

You could also add a short wait since you started your last chat.

eg: If you start a chat that lasts for only 1min then you have to wait 2 more minutes before you can chat again

[April 1, 2009 4:40 AM](#)

 [nutmeg](#) said...

"I consider this a very serious issue, and I'm working on methods of controlling it as much as possible"

But please don't start censoring vulgar words or taking other measures like that. I'm sure that someone being harassed will just leave the conversation and that's it.

This website is awesome, by the way!

[April 1, 2009 7:07 AM](#)

 [Q](#) said...

great idea leif!

[April 1, 2009 3:58 PM](#)

 [George](#) said...

I love how your lame site assumes everyone is american.

Please tattle about lewd behaviour of the douchebags from my site to the fbi. They have so much jurisdiction in this country.

<http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html>

Go

MAR

APR

JUL

03

2008

2009

2011



22 captures

3 Apr 2009 – 28 Sep 2019

About this capture

but trolling is half the fun, ive had some amazing funny crude conversations with complete strangers, please allow us to be silly and crude, its really what makes it.

[April 1, 2009 5:01 PM](#)

 [Steven](#) said...

Is Omegle down now or is it just me?

[April 1, 2009 5:17 PM](#)

 [Mandrill](#) said...

I think the trolls are part of the charm. You can easily disarm them and I have seen demonstrated many effective ways to do so. Respond calmly and maturely and hold your end of a normal conversation with them. It throws them off completely. Everyone needs to vent a little steam occasionally and as there is no comeback at all on omegle (if it is truly anonymous) then all thats being thrown around are words and they can onyl hurt you if you let them.

Trolls are a part of human nature, and trying to regulate them is like trying to tell the sun not to shine.

[April 1, 2009 5:19 PM](#)

 [LDP](#) said...

This post has been removed by the author.

[April 1, 2009 6:16 PM](#)

 [Michael](#) said...

You need to have different categories for conversation, because trolling is an important part of the site. It can't be all serious.

[April 1, 2009 6:35 PM](#)

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL
22 captures 03
3 Apr 2009 – 28 Sep 2019 2008 2009 2011 About this capture

[April 1, 2009 8:05 PM](#)

e [willy](#) said...

great idea, we talk a lot about you in France, this
an article of one of the best french newspaper
"liberation" :
<http://www.ecrans.fr/Omegle-tchat-sous-X,6817.html>

[April 1, 2009 10:43 PM](#)

e [João Matheus](#) said...

i want a Omeglebot on MSN !

[April 1, 2009 11:00 PM](#)

e [Melissa](#) said...

"Connection imploded."
agh why has this happened twice to me already

[April 1, 2009 11:37 PM](#)

e [Laurel](#) said...

Actually, I think the trolls are kind of half the fun.
You start up a conversation, and never know what
kind of person you are going to talk to...

It's exciting! And if you try to get rid of trolls,
then you'll have to add logins and bans and stuff
and soon it won't be unique and awesome
anymore!

Just look at the conversations that people have
had here, with quite a few of the conversations to
trolls:<http://www.pentadact.com/index.php/2009-03-31-conversations-with-strangers#comments>

So please just don't try to be too draconian with
the troll control at least, okay?

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL 03 2009 2011 About this capture

in the conversation say that that's okay. Then there could be a conversation of the day kind of thing, where everyone could read the awesome conversations that you can have with this site!

[April 2, 2009 1:48 AM](#)

e [jcr](#) said...

I would suggest a karma scoring system where users can give a thumbs up or down on the person they just chatted with, with more weight given to ratings by users with better karma.

It's not a terribly difficult problem, it seems to me.

[April 2, 2009 3:19 AM](#)

e [whit537](#) said...

Omegle would be ruined without trolls. I'm not here to make friends. I'm here to get that vertiginous Internet-y feeling in real time. Troll to human is a gradient.

[April 2, 2009 6:17 AM](#)

e [Larry](#) said...

To George.. I've talked to more Brazilians here than from anywhere else. Try again.

[April 2, 2009 8:49 AM](#)

e [varforjagdricker](#) said...

Trolling is the POINT of the site god damnit.

[April 2, 2009 10:12 AM](#)

e [chic](#) said...

anyone work for best buy?

[April 2, 2009 11:11 AM](#)

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL
22 captures 03
3 Apr 2009 - 28 Sep 2019 :19 AM 2008 2009 2011 About this capture

e [Fusha](#) said...

Awesome site. The author can count on my support :]

[April 2, 2009 11:27 AM](#)

e [Icefreez](#) said...

This post has been removed by the author.

[April 2, 2009 11:36 AM](#)

e [Icefreez](#) said...

This post has been removed by the author.

[April 2, 2009 11:37 AM](#)

e [Icefreez](#) said...

Better add Reddit.com to the list of sites making omegle more popular. I seen two links of screenshots using omegle and decided to check it out.

http://www.reddit.com/r/pics/comments/89eqv/you_dont_know_how_many_tries_it_took_me_to_find/

[April 2, 2009 11:37 AM](#)

e [J. Bordini](#) said...

I discovered it yesterday through my friends here in brasil! i cant believe omegle is so new! i bet in a month there will be at least 20000 people online . its a nice idea and i found it funny. however, im impressed on how people never know how to explain how they founf Omegle.. haha thats funny.

[April 2, 2009 12:20 PM](#)

e [clémentine](#) said...

Hey you, the guy from Belgium whose grandmother's name was Alli! Yeah, you who send

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL
22 captures 03
3 Apr 2009 – 28 Sep 2019 2008 2009 2011 About this capture

you, and it would be nice to continue.. let me know and leave a comment if you read this!

[April 2, 2009 12:33 PM](#)

e [Fusha](#) said...

It seems like the "Connection imploded." message is a result of the user closing his browser, not a server issue.

[April 2, 2009 2:37 PM](#)

e [tijlminator](#) said...

Please let me know how I can make a site like this! mail it to me tijlminator@gmail.com :)

This site is awesome! I always wanted something like this!

bye!

[April 2, 2009 4:24 PM](#)

e [Juste](#) said...

its a pity i just lost one of the best conversations in this site...

[April 2, 2009 4:38 PM](#)

e [Aoei](#) said...

Ahh, I lost two conversations..not sure if it was my fault..One conversation was with a girl from Finland that would be my future wife ;), and then I was talking to this other girl and we were 5 seconds away from exchanging Facebook-pages and we got disconnected..

[April 2, 2009 6:27 PM](#)

e [Mr Dan](#) said...

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html Go MAR APR JUL
22 captures conversation with someone then the server
3 Apr 2009 – 28 Sep 2019 2008 03 2009 2011
About this capture

Someone should set up a website where you can post a brief synopsis of your conversation to try and get in touch with someone you've spoken to. Like missed connections on Craigslist.

[April 2, 2009 6:46 PM](#)

 [mKkNiMEKwcT7_RVP8RBT4c_JQgLwWTpa](#) said...

NOOOOOOOO! Don't change anything! Please! I am enjoy talking about fine arts and then yelling at people to suck my **** then play "Say the next word." Ton's of people talk about serious stuff for a 1min or 2 and then by assholes because they can! If I went on one day and found that when ever I said a "bad word" it came out as ****ed then I'd do a total WTF and stop going here and even convince the internet to stop all traffic here. The web site pretty much perfect except I wish you could select your default language to connect to. I must have disconnected from OVER 9000 conversations that started with "Brazil?" BTW: for those in the know Rules 1 and 2

[April 2, 2009 8:13 PM](#)

 [Elhehir](#) said...

Wonderful.

[April 2, 2009 10:21 PM](#)

Post a Comment

http://omegler.blogspot.com/2009/03/welcome-to-omegle-blog.html

Go

MAR

APR

JUL

2008

2009

2011

22 captures

3 Apr 2009 – 28 Sep 2019

03

?

f

t

About this capture

Comment as:

Select profile... ▼

Post Comment

Preview

[Home](#)

Subscribe to: [Post Comments \(Atom\)](#)

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

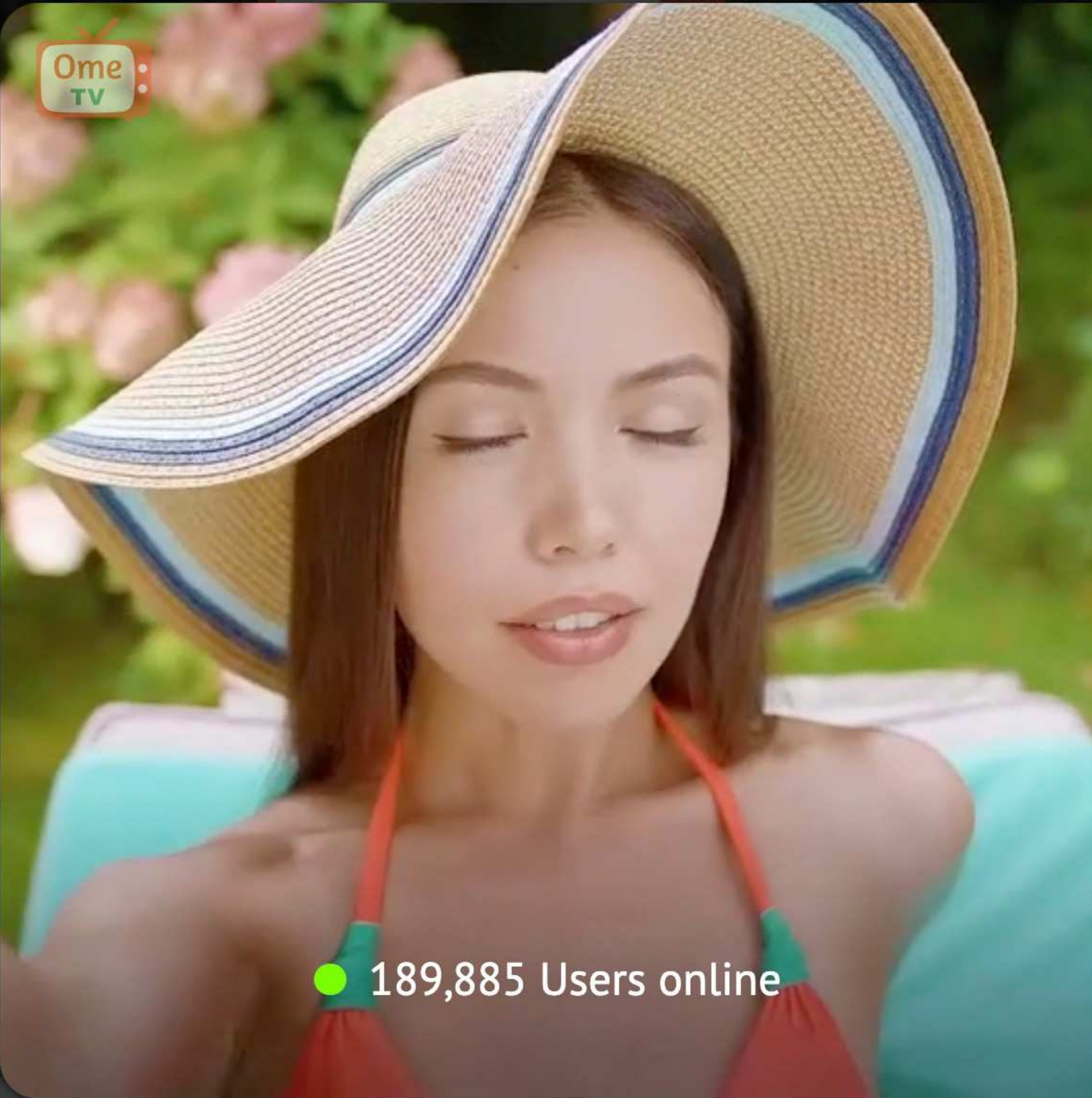
EXHIBIT O-3

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-4



Become an OmeTV member!

This is the best place for meeting new people nearby



Sign in to OmeTV and start connecting

 Continue with FB

 Continue with VK

stop

country: all

I am: 🧑

Type your message here and press Enter 



- [Start](#)
- [About Chat](#)
- [Why OmeTV](#)
- [FAQ](#)
- [Rules](#)

OmeTV video chat — a world of unlimited fun

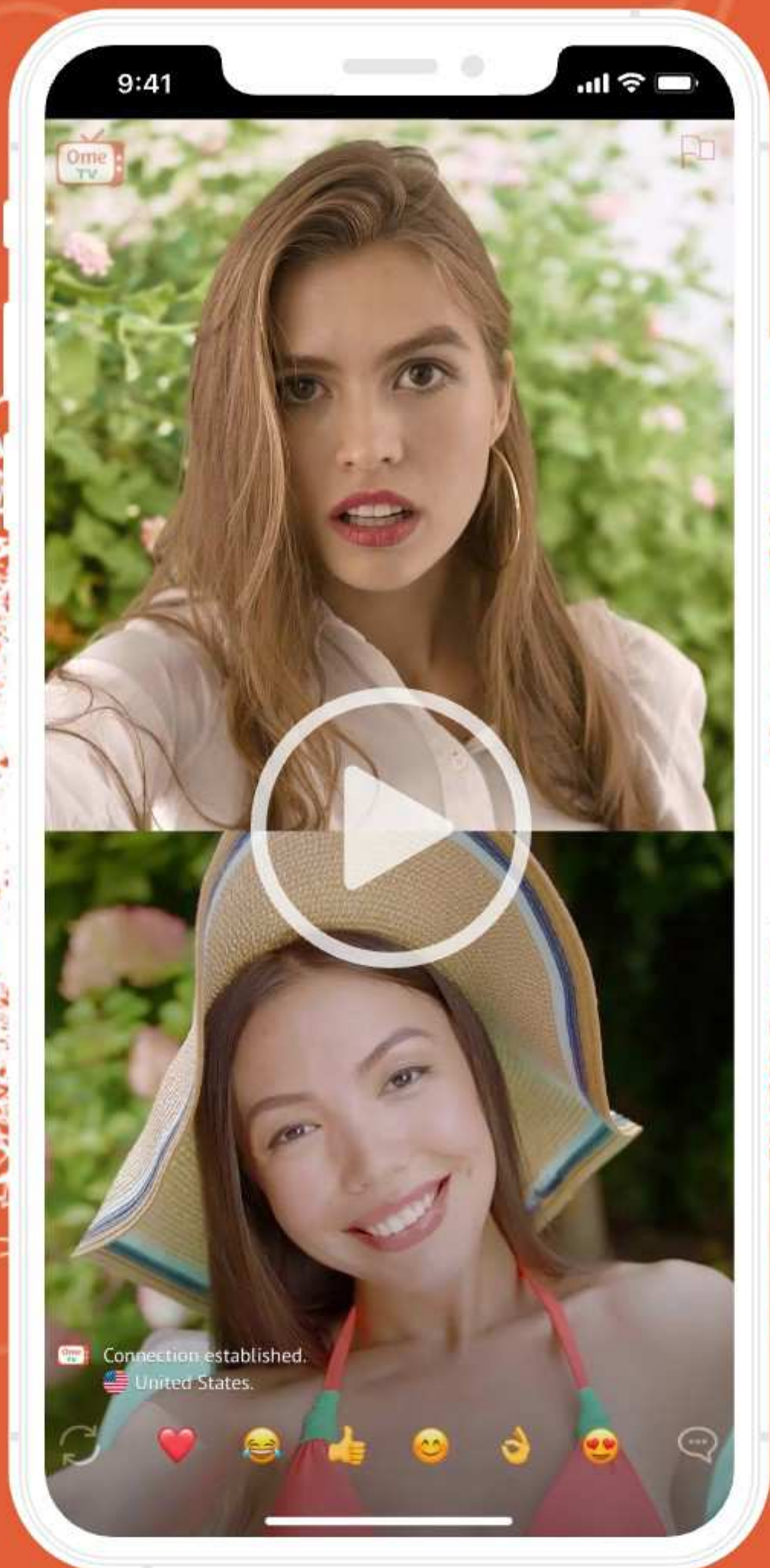
The next generation of webcam chats, offering you safe and anonymous video conversations with random people

Chat with strangers and become friends!

Anytime day or night, OmeTV video chat brings together thousands of cool people from all around the world. And you're one of them!

Start a conversation with anyone, enjoy the thrill of meet-ups or chance encounters all from the convenience of your home.

Just click a button or swipe and we connect you to a random stranger instantly.



The fastest Omegle alternative app!

For an easy, take-anywhere experience we recommend downloading our free OmeTV Video Chat Alternative app.

We've got a huge crowd waiting for you there — over 10 million people have been using the chat on their phones and tablets!

It's fun to meet new friends online with the mobile chat app — grab a cup of coffee, swipe once, and you've got company!

Plenty of cool guys and cute girls are waiting!

Get our free video chat app on your phone or tablet!

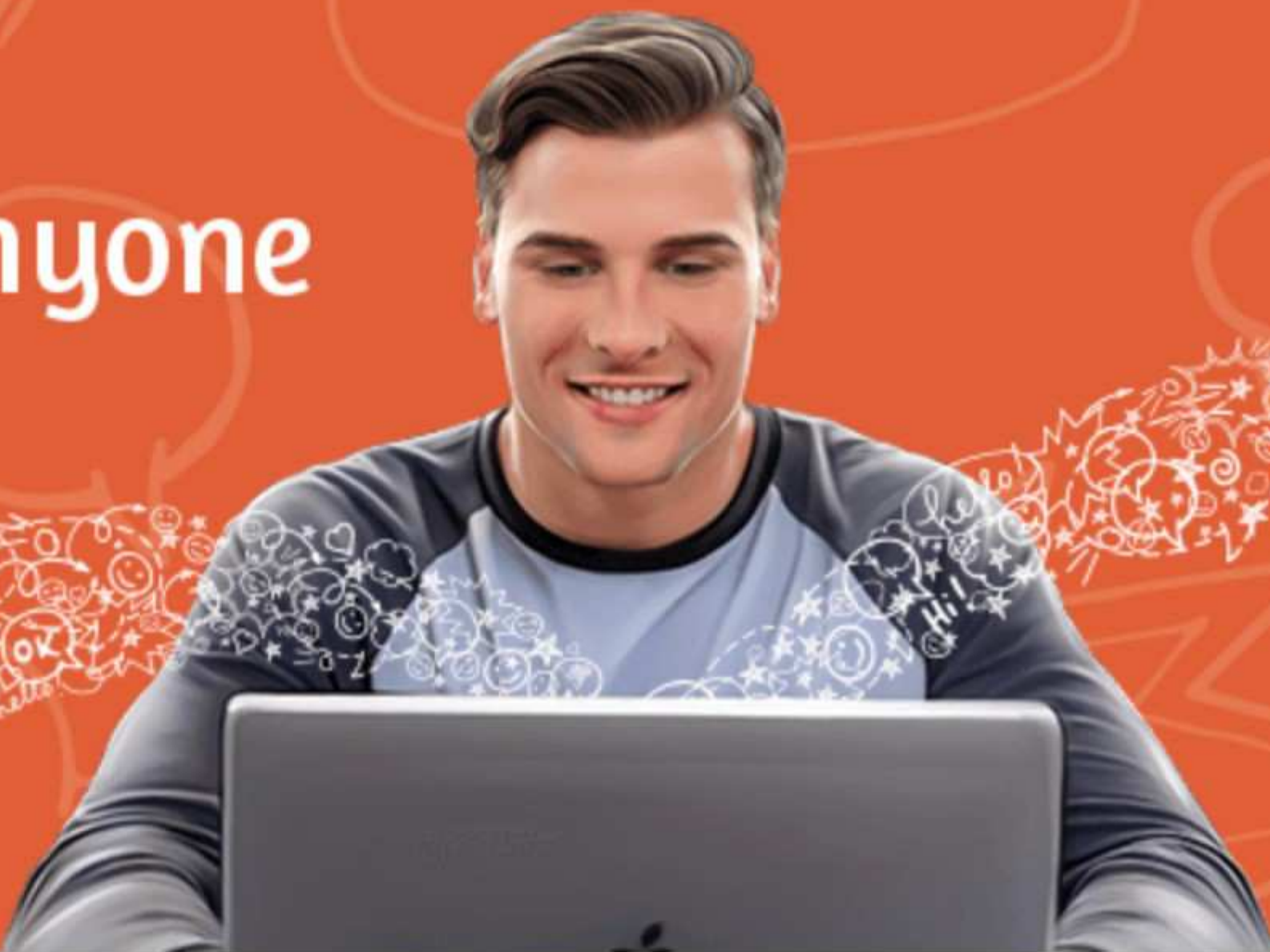
CHAT NOW

GET IT ON
Google Play

Download on the
App Store



to make
friends
with anyone



to fi
CO



[Rules](#) | [Terms](#) | [Privacy](#) | [Refund](#) | [Contacts](#)

© 2015-2022 Ome.TV, Bad Kitty's Dad, LDA
r. José Dias Coelho 10A, 2855-173, Corroios, PT





For starters, it's 'Oh-me-TV', not 'Oh-meg-ull':
answering questions about OmeTV



What makes your chat service better than Omegle-like competitors?

We keep things simple and incorporate only the vital essentials from the latest developments and trends in video streaming, interfaces, and social networks. 😊



OmeTV gives you real freedom with online socializing — you determine who you chat with, what you discuss, and how long the conversation lasts. But it also requires some simple rules to follow. Please take a minute to get familiar with them before you start chatting on OmeTV.

If you encounter a misbehaving person or if someone is giving you a hard time, please report such behavior to our moderators. In the app, you can also instantly block these users by tapping the flag icon. You can unblock them once they send you apologies or some flowers. 😊

Chat Rules

OmeTV in a nutshell: an easy-to-use chat, social network, and cool people to hang out with



- 

Chat live with thousands of users online
- 

Message friends, followers, and strangers
- 

Attract new followers by posting your best pics
- 

View hundreds of photos posted by others every day
- 

Check out profiles and follow those you like
- 

Download our free app and sign up in a snap





Frequently Asked Questions about Omegle Chat Alternative



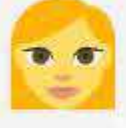
Why does the chat ask me to sign in? Will my Facebook account become visible on OmeTV?

Your Facebook account is never visible to other users. The recently introduced login feature is one of the steps we take towards adding more social networking features to our chat, such as user profiles, friends, and so on.



Are you guys new Omegle?

We are OmeTV offering you the faster and safer way to meet new people online. Some folks may compare us with platforms like Omegle, but OmeTV is not affiliated with Omegle or similar services in any way.



Is OmeTV free indeed?

Every single feature of OmeTV video chat is free to use. We run no advertisements either, so you can enjoy the random conversations without worrying about being interrupted with a popping banner.



Should I worry about my privacy when using OmeTV?

OmeTV is an anonymous chat. Keep your personal data to yourself and do not share it with anyone in the chat, unless you have established a trustworthy relationship.



I am new to Omegle like experience. What should I know before I hit Start button?

Please, take time to read our chat rules. Make sure you've understood them and agree to follow them any time you are chatting with a stranger. Help us keep the chat clean by reporting those who violate the rules. You are good to go!



Why do I need to indicate my gender?

OmeTV is video chat where guys are looking for girls and girls willing to meet guys. By indicating your own gender you increase chances to meet people of opposite gender. Your choice won't be visible to other users, although please note that merely picking female will not help reach more girls.



ladies? Other chats allow filter users by gender!

A lot of random chats similar to Omegle promise to connect you with female users (usually, 100% girls). However, such a feature does not encourage more girls to chat. It instead creates a fierce competition where only a few lucky guys can win. We prefer "girls only" option. Most of them leave unsatisfied, because, as in real life, there is never enough girls for every boy. We do not make false promises and let randomness decide who is the next to get a lady. There is no better satisfaction than eventually have a sweet conversation with a charming girl.

What are the odds of meeting a famous YouTuber, like on Omegle? What are the odds?

The popularity of OmeTV is exploding, therefore many YouTubers use our random chat to make videos. The more time you spend on video chat, the more likely you are to meet a famous person or an international YouTube celebrity. We also occasionally invite prominent internet performers to have live conversations with our visitors.

ew people?

Any time is good. The number of online users may vary depending on the day and time. We are usually crowded day and night with strangers chatting non-stop. As a rule, Friday nights and weekends are when the most people use random chats like Omegle or OmeTV.



What should I do if I encounter someone’s disturbing behavior in the video chat?

If you see a stranger breaking the chat rules with improper behavior, please, click the report button. Our moderators track complaints and ban people whose behavior is anyhow abusing.



nicate with a stranger from another country if I don’t speak her language?

Just enable text message translation in the video chat settings. Every word you type in the text chat will be translated. From now on there is no language barrier between you and your chat partner.

ith a person if we got disconnected, and I lost her?

Due to anonymous nature of our video chat, we do not track past connections. Once you get disconnected, we do not store neither logs, nor even text messages. Therefore, the only chance to meet again is to surf through the chat until you see each other. The odds are high if she makes the same effort in finding you.

give to become a likable person in the chat?

Don’t hide your face. Express a sincere interest in others. Don’t forget to smile and say hello. It’s not just about sex, isn’t it?

Join Video Chat!



[Rules](#) | [Terms](#) | [Privacy](#) | [Refund](#) | [Contacts](#)

© 2015-2022 Ome.TV, Bad Kitty's Dad, LDA
r. José Dias Coelho 10A, 2855-173, Corroios, PT



Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-5



Talk to strangers!

37,000+ online now

You don't need an app to use Omegle on your phone or tablet! The web site works

Omegle (*oh-meg-ull*) is a great way to meet new friends, even while practicing social distancing. When you use Omegle, you are paired randomly with another person to talk one-on-one. If you prefer, you can add your interests and you'll be randomly paired with someone who selected some of the same interests.



To help you stay safe, chats are anonymous unless you tell someone who you are (not recommended!), and you can stop a chat at any time. See our [Terms of Service](#) and [Community Guidelines](#) for more info about the do's and don'ts in using Omegle. Omegle video chat is moderated but no moderation is perfect. Users are solely responsible for their behavior while using Omegle.

YOU MUST BE 18 OR OLDER TO USE OMEGLE. See Omegle's [Terms of Service](#) for more info. Parental control protections that may assist parents are commercially available and you can find more info at <https://www.connectsafely.org/controls/> as well as other sites.

Please leave Omegle and visit an [adult site](#) instead if that's what you're looking for, and you are 18 or older.

Video is monitored. Keep it clean !

What do you wanna talk about?

Add your interests (optional)



College student chat

Start chatting:

Text

or

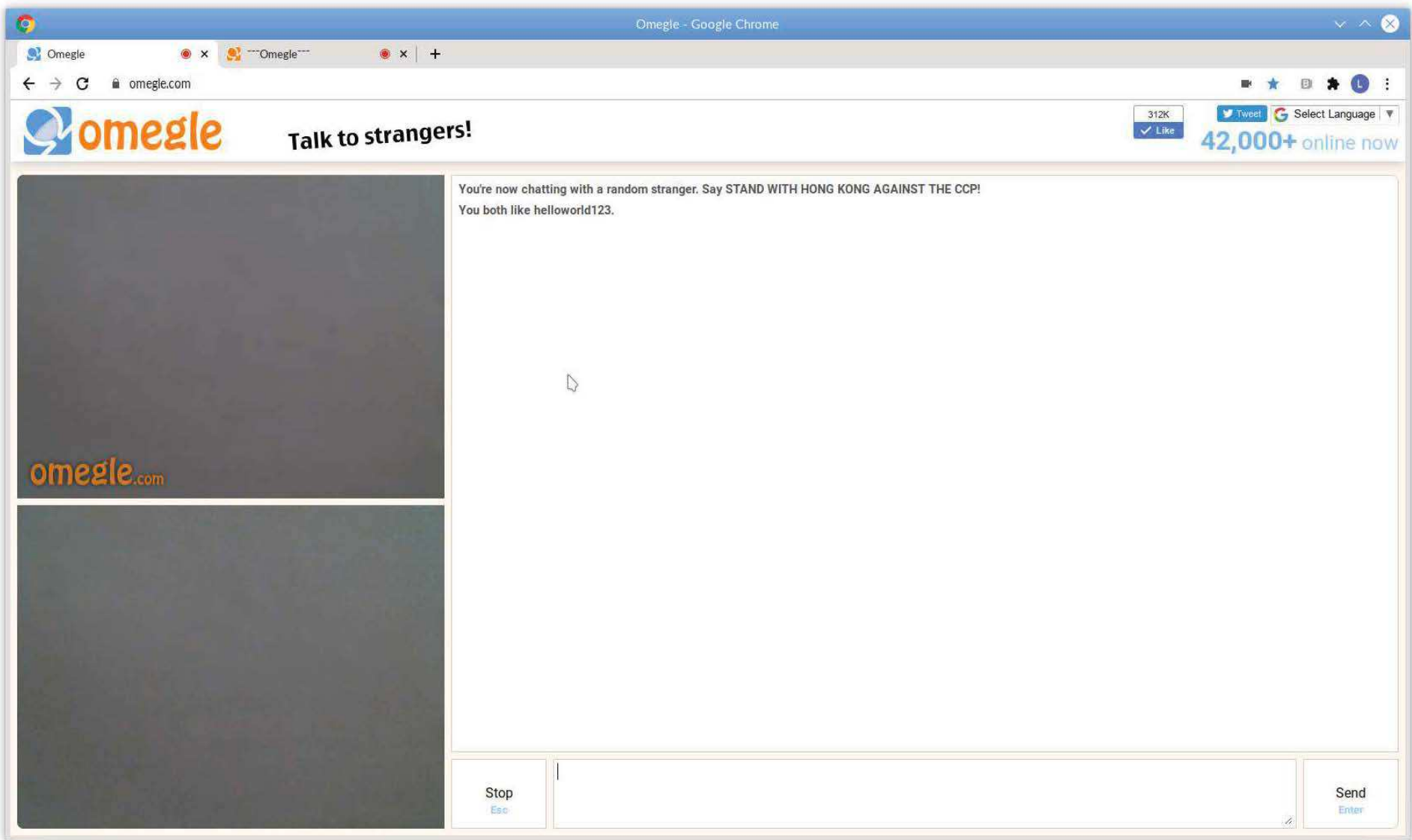
Video

Unmoderated
section

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-6



OMEGLE003385



Hello

Hello

Good day

Indeed

omegle.com

Quite

Very

Very much so!

Wow

Yes

Stop

Type your message...



GIF

Q¹ W² E³ R⁴ T⁵ Y⁶ U⁷ I⁸ O⁹ P⁰

A S D F G H J K L



Z

X

C

V

B

N

M



?123

,



.



Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-7



Talk to strangers!

Start a chat

Try spy (question) mode...

Meet strangers with common interests!

What are you into?



omegle

You're now chatting with a random stranger.
Say hi!

You: Hey.

Stranger: hey

Disconnect

Type your message...



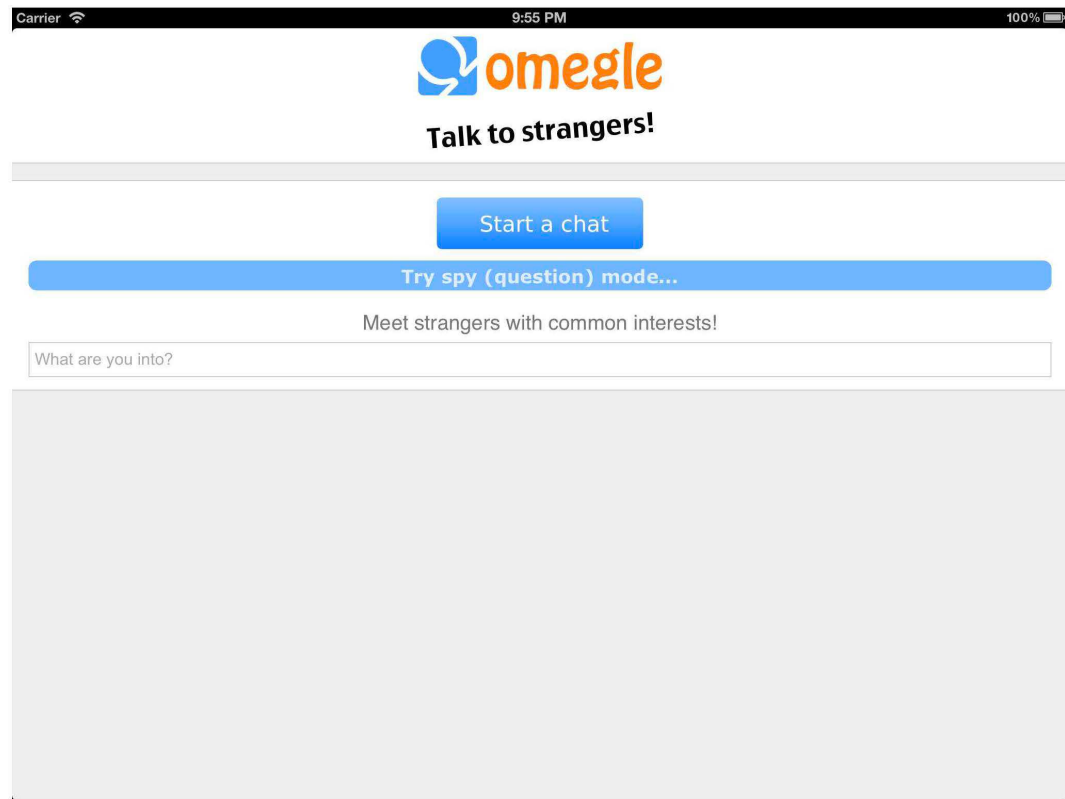
Talk to strangers!

Start a chat

Try spy (question) mode...

Meet strangers with common interests!

What are you into?



OMEGLE004447

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-8

Subject: Automated Response: Your complaint has been received

Date: Monday, July 20, 2020 at 8:41:33 AM Pacific Daylight Time

From: ASNdonotreply@apple.com

To: stacia@focallaw.com



****This is an automated response; please do not reply.****

Dear Stacia,

Thank you for using our web form to submit your claim. We acknowledge receipt and will process your claim shortly. Upon processing, we will contact you further, as well as contacting the developer of the disputed app if appropriate.

Please understand that duplicate submissions will not expedite your matter and may in fact delay the processing of your claim.

Here are the details of your submission on 7/20/2020

Company: Omegle.com, LLC (Focal PLLC)

First Name: Stacia

Last Name: Lay

E-mail Address: stacia@focallaw.com

Phone:

1. Apple ID: 1513707554

Selected Issues: Trademark

Trademarks: OMEGLE, U.S. Registration No. 3,997,588

Description of rights infringed: The app is using a mark (Omegle) that is identical to Omegle.com's registered OMEGLE mark. Also, the identical Omegle mark is being used with the same chat services that Omegle.com offers under its registered OMEGLE mark. Omegle.com has not authorized the use of its registered OMEGLE mark in connection with this app. Omegle.com therefore requests that the app be removed and rebranded with a name that is not confusingly similar to its OMEGLE mark.

Sincerely,

App Store Disputes Team

Apple Legal |  Apple Inc. | One Apple Park Way | Cupertino | CA | 95014

The information in this e-mail and any attachment(s) is intended solely for the personal and confidential use of the designated recipients. This message may be an attorney-client communication protected by privilege. If you are not the intended recipient, you may not review, use, copy, forward, or otherwise disseminate this message. Please notify us of the transmission error by reply e-mail and delete all copies of the message and any attachment(s) from your systems. The use of the sender's name in this message is not intended as an electronic signature under and applicable law. Thank you.

Subject: Apple Inc. (our ref# APP131938) Notice of Complaint
Date: Tuesday, July 21, 2020 at 12:11:55 PM Pacific Daylight Time
From: AppStoreNotices
To: kaifazhanghao@lobochat.cn, wudongdong@lobochat.cn
CC: stacia@focallaw.com

Dear Sir or Madam,

****Please include APP131938 in the subject line of any future correspondence on this matter.****

On 7/20/2020, we received a notice from Omegle.com, LLC (Focal PLLC) ("Complainant") that Complainant believes the app listed below infringes its intellectual property rights. In particular, Complainant believes you are infringing its trademark. Please see their comments below.

Developer: HK LAN BRIGHT TECHNOLOGY CO., LIMITED
Provider: HK LAN BRIGHT TECHNOLOGY CO., LIMITED
App Title: OmegleChat-Live Video Chat
Apple ID: 1513707554

Comments from Complainant: The app is using a mark (Omegle) that is identical to Omegle.com's registered OMEGLE mark. Also, the identical Omegle mark is being used with the same chat services that Omegle.com offers under its registered OMEGLE mark. Omegle.com has not authorized the use of its registered OMEGLE mark in connection with this app. Omegle.com therefore requests that the app be removed and rebranded with a name that is not confusingly similar to its OMEGLE mark.

OMEGLE, U.S. Registration No. 3,997,588

-

You can reach Complainant through Stacia Lay (email: stacia@focallaw.com), copied on this email. Please exchange correspondence directly with Complainant.

We look forward to receiving written assurance that your application does not infringe Complainant's rights, or that the parties are taking steps to promptly resolve the matter. Please keep us apprised of your progress.

Please note that during the course of this matter:

1. Correspondence to Apple must include the reference number noted above in the subject line and copy the other party. All correspondence sent to Apple may be shared with the other party.
2. Written assurance of rights may include confirmation that your application does not infringe Complainant's rights, an express authorization from Complainant, or other evidence acceptable to Apple, and should include documentation wherever possible.
3. Should you choose to remove your application (for example, while you make any necessary changes), visit App Store Connect at <https://appstoreconnect.apple.com> and access your app in the Manage Your Application module.
 - Access your app in the "My Apps" module
 - Click on the "Pricing and Availability" tab from the App Summary Page and select "Edit" by "Availability"
 - Select and deselect "All" territories to uncheck all App Store territories
 - Click on the "Done" button
4. Developers with a history of allegations of repeat infringement, or those who misrepresent facts to Apple and/or

the Complainant are at risk of termination from the Developer Program.

5. Failure to respond to the Complainant or to take steps toward resolving a dispute may lead to removal of the app(s) at issue as in violation of the App Store Review Guidelines and/or the iOS Developer Program License Agreement. Please keep Apple apprised of your progress.

Thank you for your immediate attention.

Sincerely,

James

 Apple Legal Apple One Apple Park Way Cupertino, CA 95014 AppStoreNotices@apple.com

The information in this e-mail and any attachment(s) is intended solely for the personal and confidential use of the designated recipients. This message may be an attorney-client communication protected by privilege. If you are not the intended recipient, you may not review, use, copy, forward, or otherwise disseminate this message. Please notify us of the transmission error by reply e-mail and delete all copies of the message and any attachment(s) from your systems. The use of the sender's name in this message is not intended as an electronic signature under any applicable law. Thank you.

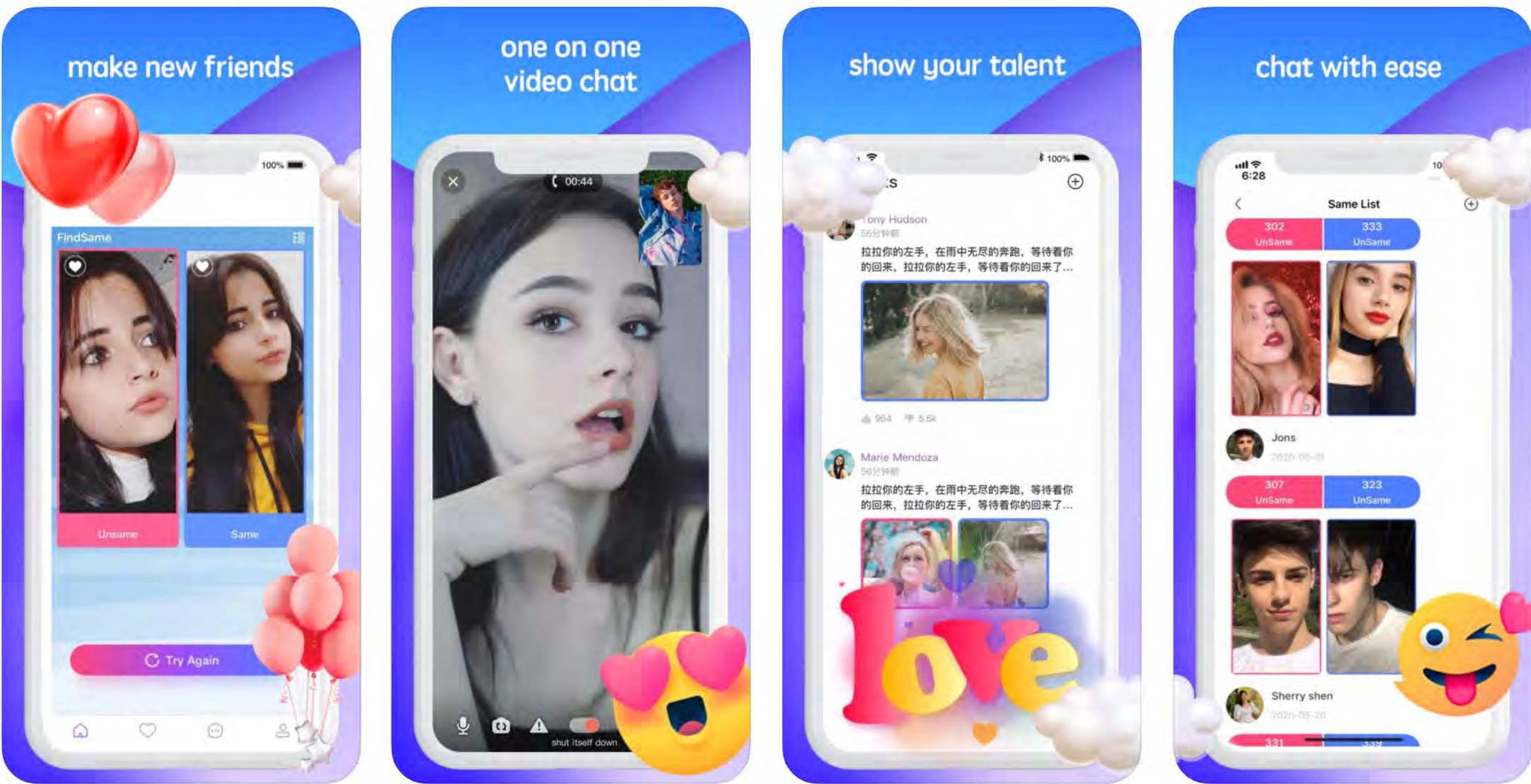
App Store Preview

This app is available only on the App Store for iPhone.



OmegleChat-Live Video Chat 17+
Live Stream + Short Video
HK LAN BRIGHT TECHNOLOGY CO., LIMITED
#33 in Social Networking
★★★★★ 5.0, 6K Ratings
Free · Offers In-App Purchases

iPhone Screenshots



Do you wonder if there may be another yourself in the world, doing what you dare not do, live a life you thought. Coming to FindSame where you can match a person who looks like you. With one tap you can be connected with real &similar users from all around the world by our match algorithm. Quickly post photos and let others users help you to match someone similar to you

- Features:
- Let other users help you to match someone similar to you
 - Chat, Video with similar one
 - Let other users know if you are similar
 - Instant Messages&Use words or emojis to express your feelings

What's New

1. The bug has been modified
2. Add call recording function

[Version History](#)
Version 1.0.6

Ratings and Reviews



★★★★★
步的者或, 07/13/2020

Very convenient
From the breadth and depth of the content, the team behind the development has definitely paid a lot of money and effort. I hope this app software will get better and [more](#)

★★★★★
dr MaiMlant, 07/12/2020

convenient
From the breadth and depth of the content, the team behind the development has definitely paid a lot of money and effort. I hope this app software will get better and [more](#)

★★★★★
HAHIRMMAT OOD, 06/24/2020

I like
From the breadth and depth of the content, the team behind the development has definitely paid a lot of money and effort. I hope this app software will get better and [more](#)

Information

Seller	HK LAN BRIGHT TECHNOLOGY CO.,LIMITED	
Size	69 MB	
Category	Social Networking	
Compatibility	Requires iOS 11.0 or later. Compatible with iPhone, iPad, and iPod touch.	
Languages	English	
Age Rating	17+	
	Frequent/Intense Mature/Suggestive Themes	
	Infrequent/Mild Profanity or Crude Humor	
Copyright	© 2020 FindSames Inc	
Price	Free	
In-App Purchases	1. 14 Candies	\$1.99
	2. 42 Candies	\$5.99
	3. 70 candies	\$9.99
		more

[App Support](#) [Privacy Policy](#)

Supports

Family Sharing
With Family Sharing set up, up to six family members can use this app.

You May Also Like

Nowchat - Random Vi...
Social Networking

Lila - Make Friends wo...
Social Networking

PairU-Video Chat with...
Social Networking

Gaze - Video Chat
Social Networking

Vimo - Meet New Peo...
Social Networking

Bon Bon - Live Video ...
Social Networking

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-9

Google Trademark complaint form



Due to the preventive measures we're taking to protect the health of our support specialists in light of COVID-19, we're experiencing longer-than-average turnaround times on incoming complaints and consults. We appreciate your patience and sincerely apologize for any inconvenience this may cause you. We will update this message as the situation changes.

* Required field

Your information

Country of residence *

United States



Full legal name *

Stacia N. Lay

Your own name, even if you are making the request on behalf of someone else who you are authorized to represent. If you are representing someone else, you must have the legal authority to act on their behalf.

Your Title

Attorney for trademark owner, Omegle.com, LLC

Company name

Focal PLLC (trademark owner Omegle.com, LLC)

If applicable.

Contact email address *

stacia@focallaw.com

Address *

900 1st Ave. S., Suite 201
Seattle, WA 98134

Phone number *

(206) 529-4827

Please explain the nature of your relationship to the trademark owner: ☐ *

Attorney for trademark owner, Omegle.com, LLC

Trademark at issue: Please provide us with a list of trademarks and relevant countries below. If you have more than one trademark at issue, you may attach a schedule of your marks to the complaint form in PDF or Microsoft Word file formats.

Trademark at issue *

OMEGLE

[Add additional](#)

Country *

United States

[Add additional](#)

Registration number *

3,997,588

[Add additional](#)

Attach a file for multiple trademarks

 No file chosen

In your attached list, include:

- Exact trademark
- Country of registration
- Registration number

Allegedly infringing content

URL * <https://play.google.com/store/apps/details?id=com.lanbright.sugarchat&hl=en>[Add additional](#)

Please provide a brief description of how this allegedly infringes your trademark. If your request concerns multiple infringing URLs, please provide a description for each URL.

The app is using a mark (Omeple) that is identical to Omeple.com, LLC's registered OMEGLE mark. Also, the identical Omeple mark is being used with the same chat services that Omeple.com offers under its registered OMEGLE mark. Omeple.com has not authorized the use of its registered OMEGLE mark in connection with this app. Omeple.com therefore requests that the app be removed and rebranded with a name that is not confusingly similar to its OMEGLE mark.

Sorn Statements

I have a good faith belief that use of the trademarks described above are not authorized by the trademark owner or its agent, nor is such use otherwise permissible under law: *



Check to confirm

I represent that the information in this notification is true and correct and that I am authorized to act on behalf of the trademark owner: *



Check to confirm

I understand that a copy of the notice may be sent to the developer of the affected content. *



Please check to confirm

Signature

Signature *

Stacia N. Lay

By typing your full name below, you are providing us with your digital signature, which is as legally binding as your physical signature. Your signature must exactly match the first and last names that you entered at the top of this form in order for your submission to be successful.

Signed on this date of Tue, 11 Aug 2020

Please submit the completed form by clicking the submit button.

In appropriate circumstances, Google will terminate repeat trademark infringers. If you believe that a particular Developer is a repeat infringer, please follow the instructions above to contact Google, and provide information sufficient for us to verify that the Developer is a repeat infringer.

Submit

Some [account and system information](#) will be sent to Google. We will use the information you give us to help address technical issues and to improve our services, subject to our [Privacy Policy](#) and [Terms of Service](#).

Subject: [Case: 85-925599] Your Request to Google

Date: Tuesday, August 11, 2020 at 9:57:56 AM Pacific Daylight Time

From: play-trademarks@google.com <play-trademarks@google.com>

To: stacia@focallaw.com <stacia@focallaw.com>

Thanks for reaching out to us!

We have received your legal request. We receive many such complaints each day; your message is in our queue, and we'll get to it as quickly as our workload permits.

Due to the large volume of requests that we experience, please note that we will only be able to provide you with a response if we determine your request may be a valid and actionable legal complaint, and we may respond with questions or requests for clarification. For more information on Google's Terms of Service, please visit

<http://www.google.com/accounts/TOS>

Regards,
The Google Team

On Aug 11, 2020 at 04:57 PM GMT, noreply+support@google.com wrote:

country_residence: US
full_name: Stacia N. Lay
your_title: Attorney for trademark owner, Omegle.com, LLC
companyname: Focal PLLC (trademark owner Omegle.com, LLC)
contact_email_noprefill: stacia@focallaw.com
login_email: stacia@focallaw.com
address: 900 1st Ave. S., Suite 201
Seattle, WA 98134
phone: (206) 529-4827
trademark_relationship: Attorney for trademark owner, Omegle.com, LLC
tm_term: OMEGLE
tm_reg_country: United States
tm_reg_num: 3,997,588
android_app_url:
https://play.google.com/store/apps/details?id=com.lanbright.sugarchat&hl=en_US
trademark_explain: The app is using a mark (Omegle) that is identical to Omegle.com, LLC's registered OMEGLE mark. Also, the identical Omegle mark is being used with the same chat services that Omegle.com offers under its registered OMEGLE mark. Omegle.com has not authorized the use of its registered OMEGLE mark in connection with this app. Omegle.com therefore requests that the app be removed and rebranded with a name that is not confusingly similar to its OMEGLE mark.
tm_sworn_statement1: tm_good_faith
tm_sworn_statement2: tm_swear
NoticeToDeveloper: agree1
signature: Stacia N. Lay
signature_date: Tue, 11 Aug 2020
subject_lr_trademark: Your Request to Google
hidden_product: googleplay
geolocation: US
hidden_uraw:

:---- Automatically added fields ----:

Language: en

Language: en

country_code: US

auto-helpcenter-id: 1647639

auto-helpcenter-name: legal

auto-internal-helpcenter-name: legal

auto-full-url:

https://support.google.com/legal/contact/lr_trademark?product=googleplay&uraw=

auto-user-logged-in: true

auto-user-was-internal: false

IssueType: lr_trademark

form-id: lr_trademark

form: lr_trademark

subject-line-field-id: subject_lr_trademark

body-text-field-id:

AutoDetectedBrowser: Chrome 84.0.4147.105

AutoDetectedOS: Intel Mac OS X 10_15_6

MendelExperiments:

10800235,10800244,10800253,10800284,10800286,10800300,10800322

Form.support-content-visit-id: 637327615374091101-1388876653

COLLAPSE

REVIEWS

Review Policy



- SEKHARA SASTRY SVSC

June 17, 2020

Totally fake app, don't waste your time and data, everything they need to pay, it's not a free app.

130
- Chelsea Phoebe

March 15, 2020

From Android to IOS, I've always been fond of very good software that can hardly burn money. It's very conscientious. Although the software is very simple, the software is very interesting, not to mention five stars

128
- Nell Kirby

March 18, 2020

The new version is very good, ha ha, OK, a good place for entertainment. The main usage is to polish the fragment time, and the gap between the movie queues can also be used for a while

123
- Quinn Joel

March 14, 2020

Durable good choice, has been professional software for a long time, I think it's super easy to use, is super easy to use, professional everyone is optimistic about everything in silence

18

READ ALL REVIEWS

WHAT'S NEW

Fix bugs

ADDITIONAL INFORMATION

Updated	Size	Installs
August 7, 2020	84M	100,000+
Current Version	Requires Android	Content Rating
2.0.0	6.0 and up	Mature 17+ Learn More
Interactive Elements	In-app Products	Permissions
Users Interact, In-App Purchases	\$0.99 - \$99.99 per item	View details
Report	Offered By	Developer
Flag as inappropriate	HK LAN BRIGHT TECHNOLOGY	Visit website business.btcity@gmail.com Privacy Policy 香港中环德辅道中84-86号章记大厦1302室

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-10

Subject: Automated Response: Your complaint has been received
Date: Saturday, April 18, 2020 at 1:25:12 PM Pacific Daylight Time
From: ASNdonotreply@apple.com <ASNdonotreply@apple.com>
To: leif@omegle.com <leif@omegle.com>



****This is an automated response; please do not reply.****

Dear Leif,

Thank you for using our web form to submit your claim. We acknowledge receipt and will process your claim shortly. Upon processing, we will contact you further, as well as contacting the developer of the disputed app if appropriate.

Please understand that duplicate submissions will not expedite your matter and may in fact delay the processing of your claim.

Here are the details of your submission on 4/18/2020

Company: Omegle.com LLC
First Name: Leif
Last Name: K-Brook
E-mail Address: leif@omegle.com
Phone:

1. Apple ID: 1051900871

Selected Issues: Trademark

Description of rights infringed: This app infringes on Omegle.com LLC's intellectual property rights with respect to the name "Omegle", and the similar logo. The developer of this app is demanded to immediately cease and desist all use of Omegle.com LLC's intellectual property.

Sincerely,

App Store Disputes Team

Apple Legal |  Apple Inc. | One Apple Park Way | Cupertino | CA | 95014

The information in this e-mail and any attachment(s) is intended solely for the personal and confidential use of the designated recipients. This message may be an attorney-client communication protected by privilege. If you are not the intended recipient, you may not review, use, copy, forward, or otherwise disseminate this message. Please notify us of the transmission error by reply e-mail and delete all copies of the message and any attachment(s) from your systems. The use of the sender's name in this message is not intended as an electronic signature under and applicable law. Thank you.

Subject: Apple Inc. (our ref# APP127499) Notice of Complaint

Date: Monday, April 20, 2020 at 4:24:15 PM Pacific Daylight Time

From: AppStoreNotices <AppStoreNotices@apple.com>

To: 77@4amcodingjewishdude.com <77@4amcodingjewishdude.com>, hypah9@gmail.com <hypah9@gmail.com>, dev@minibits.com <dev@minibits.com>, heiyadj@gmail.com <heiyadj@gmail.com>

CC: leif@omegle.com <leif@omegle.com>

Dear Sir or Madam,

****Please include APP127499 in the subject line of any future correspondence on this matter.****

On 4/19/2020, we received a notice from Omegle.com LLC ("Complainant") that Complainant believes the app listed below infringes its intellectual property rights. In particular, Complainant believes you are infringing its trademark. Please see their comments below.

Developer: Hans Stuffer

Provider: Hans Stuffer

App Title: Omegle

Apple ID: 1051900871

Comments from Complainant: This app infringes on Omegle.com LLC's intellectual property rights with respect to the name "Omegle", and the similar logo. The developer of this app is demanded to immediately cease and desist all use of Omegle.com LLC's intellectual property.

-

You can reach Complainant through Leif K-Brook (email: leif@omegle.com), copied on this email. Please exchange correspondence directly with Complainant.

We look forward to receiving written assurance that your application does not infringe Complainant's rights, or that the parties are taking steps to promptly resolve the matter. Please keep us apprised of your progress.

Please note that during the course of this matter:

1. Correspondence to Apple must include the reference number noted above in the subject line and copy the other party. All correspondence sent to Apple may be shared with the other party.
2. Written assurance of rights may include confirmation that your application does not infringe Complainant's rights, an express authorization from Complainant, or other evidence acceptable to Apple, and should include documentation wherever possible.
3. Should you choose to remove your application (for example, while you make any necessary changes), visit App Store Connect at <https://appstoreconnect.apple.com> and access your app in the Manage Your Application module.
 - Access your app in the "My Apps" module
 - Click on the "Pricing and Availability" tab from the App Summary Page and select "Edit" by "Availability"
 - Select and deselect "All" territories to uncheck all App Store territories
 - Click on the "Done" button
4. Developers with a history of allegations of repeat infringement, or those who misrepresent facts to Apple and/or the Complainant are at risk of termination from the Developer Program.

5. Failure to respond to the Complainant or to take steps toward resolving a dispute may lead to removal of the app(s) at issue as in violation of the App Store Review Guidelines and/or the iOS Developer Program License Agreement. Please keep Apple apprised of your progress.

Thank you for your immediate attention.

Sincerely,

James

🍏 Apple Legal Apple One Apple Park Way Cupertino, CA 95014 AppStoreNotices@apple.com

The information in this e-mail and any attachment(s) is intended solely for the personal and confidential use of the designated recipients. This message may be an attorney-client communication protected by privilege. If you are not the intended recipient, you may not review, use, copy, forward, or otherwise disseminate this message. Please notify us of the transmission error by reply e-mail and delete all copies of the message and any attachment(s) from your systems. The use of the sender's name in this message is not intended as an electronic signature under any applicable law. Thank you.

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-11

Google Trademark complaint form



Due to the preventive measures we're taking to protect the health of our support specialists in light of COVID-19, we're experiencing longer-than-average turnaround times on incoming complaints and consults. We appreciate your patience and sincerely apologize for any inconvenience this may cause you. We will update this message as the situation changes.

* Required field

Your information

Country of residence *

United States



Full legal name *

Stacia N. Lay

Your own name, even if you are making the request on behalf of someone else who you are authorized to represent. If you are representing someone else, you must have the legal authority to act on their behalf.

Your Title

Attorney for trademark owner

Company name

Focal PLLC

If applicable.

Contact email address *

stacia@focallaw.com

Address *

900 1st Ave. S., Suite 201
Seattle, WA 98134

Phone number *

(206) 529-4827

Please explain the nature of your relationship to the trademark owner: ☐ *

Attorney for trademark owner, Omegle.com, LLC

Trademark at issue: Please provide us with a list of trademarks and relevant countries below. If you have more than one trademark at issue, you may attach a schedule of your marks to the complaint form in PDF or Microsoft Word file formats.

Trademark at issue *

OMEGLE

[Add additional](#)

Country *

United States

[Add additional](#)

Registration number *

3,997,588

[Add additional](#)

Attach a file for multiple trademarks

OMEGLE U.S. Reg. No. 3997588.pdf (File attached successfully) 86.9 kB ...

 No file chosen

In your attached list, include:

- Exact trademark
- Country of registration
- Registration number

Alleged infringing content

URL * <https://play.google.com/store/apps/details?id=ly.omegle.android>[Add additional](#)

Please provide a brief description of how this allegedly infringes your trademark. If your request concerns multiple infringing URLs, please provide a description for each URL.

This chat app was previously named "Omegle," which is identical to Omegle.com's registered mark. That is evident from the app's URL, which still uses "Omegle". Although the app name was changed to "Omega", that name is still confusingly similar to Omegle.com's registered OMEGLE mark, particularly as the app is providing chat services that are closely similar if not identical to Omegle.com's OMEGLE chat services. The intent to confuse users is also evident from the continued use of the "Omegle" name in the URL, in the app subtitle (e.g., "omegle Social", and when you click on "omegle", it takes you to an icon using the "Omegle" name), in the support email address, and apparently in such a way as to return the app in a search for "omegle" on the Google Play store. That consumers are confused is also evidenced by numerous reviews referencing "Omegle." Omegle.com therefore requests that the app be removed and rebranded to a name that is not confusingly similar to Omegle.com's OMEGLE mark.

Sole Statements

I have a good faith belief that use of the trademarks described above are not authorized by the trademark owner or its agent, nor is such use otherwise permissible under law: *



Check to confirm

I represent that the information in this notification is true and correct and that I am authorized to act on behalf of the trademark owner: *



Check to confirm

I understand that a copy of the notice may be sent to the developer of the affected

content. *



Please check to confirm

Signature

Signature *

Stacia N. Lay

By typing your full name below, you are providing us with your digital signature, which is as legally binding as your physical signature. Your signature must exactly match the first and last names that you entered at the top of this form in order for your submission to be successful.

Signed on this date of Mon, 20 Jul 2020

Please submit the completed form by clicking the submit button.

In appropriate circumstances, Google will terminate repeat trademark infringers. If you believe that a particular Developer is a repeat infringer, please follow the instructions above to contact Google, and provide information sufficient for us to verify that the Developer is a repeat infringer.

Submit

Some [account and system information](#) will be sent to Google. We will use the information you give us to help address technical issues and to improve our services, subject to our [Privacy Policy](#) and [Terms of Service](#).

Subject: [Case: 11-912078] Your Request to Google

Date: Monday, July 20, 2020 at 12:06:04 PM Pacific Daylight Time

From: play-trademarks@google.com

To: stacia@focallaw.com

Thanks for reaching out to us!

We have received your legal request. We receive many such complaints each day; your message is in our queue, and we'll get to it as quickly as our workload permits.

Due to the large volume of requests that we experience, please note that we will only be able to provide you with a response if we determine your request may be a valid and actionable legal complaint, and we may respond with questions or requests for clarification. For more information on Google's Terms of Service, please visit <http://www.google.com/accounts/TOS>

Regards,
The Google Team

On Jul 20, 2020 at 07:06 PM UTC, noreply+support@google.com wrote:

country_residence: US
full_name: Stacia N. Lay
your_title: Attorney for trademark owner
companyname: Focal PLLC
contact_email_noprefill: stacia@focallaw.com
login_email: stacia@focallaw.com
address: 900 1st Ave. S., Suite 201
Seattle, WA 98134
phone: (206) 529-4827
trademark_relationship: Attorney for trademark owner, Omegle.com, LLC
tm_term: OMEGLE
tm_reg_country: United States
tm_reg_num: 3,997,588
file_upload: There was a file uploaded for this field.
upload_original_filename: OMEGLE U.S. Reg. No. 3997588.pdf
upload_cns_filename:
AK6tmUP1riIXO2z65ECLOOUcJq_rsaGB605Bsu2LO3pxg6mMa3DiGlokstq2yax6fKJu5J6GH3GGFPZBHar6
nUhlLwMOJlGjopvzAX4PNpDAbRUzbr-
dSPRdVVJfxdU4HamLvZIJnFnaj5BAUVaYbGKLdld3uqwhKhVJyx2OT9E1uUieD9OX5s4H3kxM_KCRSeleO
WiPNXe1bpOOyhokJUJiqa404rGcQ
upload_document_id:
1595271211081192.AAANsUllvAK9yIpuDCtDXFQtCPJOctiJQSlcWCIYkOvdyZhoH-
X4KJdOA5L2ha9dIVPS4fVGWiE6vIbRkPkIO5TKkEwFVyRdGA
android_app_url:
<https://play.google.com/store/apps/details?id=ly.omegle.android>
trademark_explain: This chat app was previously named "Omegle," which is identical to Omegle.com's registered mark. That is evident from the app's URL, which still uses "Omegle". Although the app name was changed to "Omega", that name is still confusingly similar to Omegle.com's registered OMEGLE mark, particularly as the app is providing chat services that are closely similar if not identical to Omegle.com's OMEGLE chat services. The intent to confuse users is also evident from the continued

use of the "Omegle" name in the URL, in the app subtitle (e.g., "Omegle Social", and when you click on "Omegle", it takes you to an icon using the "Omegle" name), in the support email address, and apparently in such a way as to return the app in a search for "Omegle" on the Google Play store. That consumers are confused is also evidenced by numerous reviews referencing "Omegle." Omegle.com therefore requests that the app be removed and rebranded to a name that is not confusingly similar to Omegle.com's OMEGLE mark.

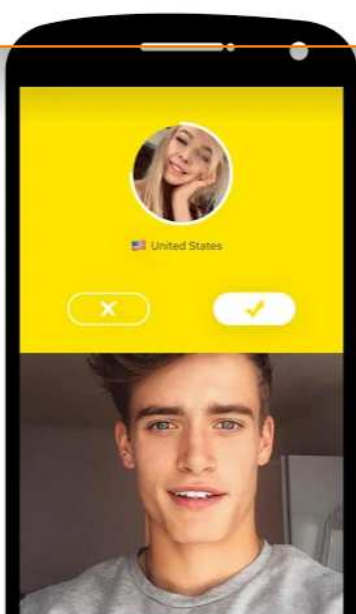
tm_sworn_statement1: tm_good_faith
tm_sworn_statement2: tm_swear
NoticeToDeveloper: agree1
signature: Stacia N. Lay
signature_date: Mon, 20 Jul 2020
subject_lr_trademark: Your Request to Google
hidden_product: googleplay
geolocation: US
hidden_uraw:

:---- Automatically added fields ----:

Language: en
Language: en
country_code: US
auto-helpcenter-id: 1647639
auto-helpcenter-name: legal
auto-internal-helpcenter-name: legal
auto-full-url:
https://support.google.com/legal/contact/lr_trademark?product=googleplay&uraw=
auto-user-logged-in: true
auto-user-was-internal: false
IssueType: lr_trademark
form-id: lr_trademark
form: lr_trademark
subject-line-field-id: subject_lr_trademark
body-text-field-id:
AutoDetectedBrowser: Chrome 84.0.4147.89
AutoDetectedOS: Intel Mac OS X 10_15_5
MendelExperiments:
10800177,10800235,10800244,10800253,10800284,10800286,10800300,10800322
Form.support-content-visit-id: 637308678225054256-4188875030



People around the world



Main Features:

- Video Chat – instant live matches
- DMs – chat with your new friends
- Reactions – animated fun chats
- Gifts – express your appreciation for a genuine convo

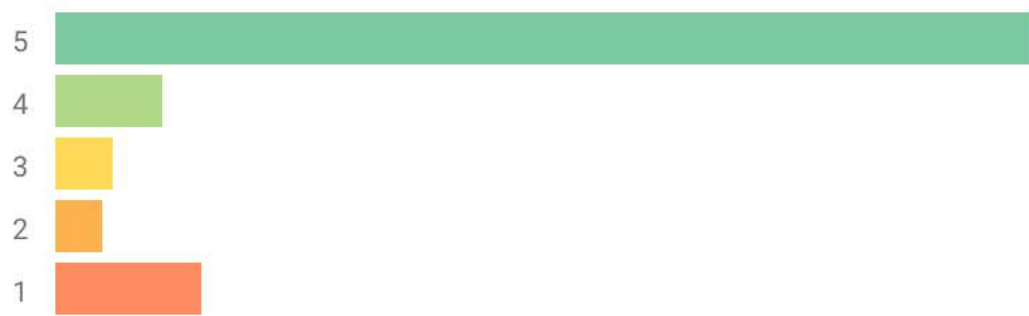
The Omega Experience:

Live video chat and meet new people instantly around the world. All chats are carefully protected by our automated AI monitoring system in order to create the best and safest user experience for all our users. We want to create a fun and safe online community for all. There are so many unique and talented individuals from all over the world, each with their own amazing stories and experiences to share. Each tailored yet random video chat match is a unique social experience, and a potential new life-long friendship to be formed. Stay in touch through DM text messages and discover new connections through live chats to learn about different cultures and deep personal experiences.

COLLAPSE

 Review Policy

4,657 tota



Stop asking to pay for sending messages when we have already purchased coins to make video calls and to match. It's ridiculous!!! We should be able to make a call without sending a message first and on top of that, to purchase more to send the message first before making the call. Don't forget... Yo...

Full Review



It is a big problem for me that whenever I talk to my friend, no message is shown. I know that my friend messaged me but he does the show only after 10 to 15 minutes. I have a lot of trouble to chat please solve it



It's a good app just it is way too expensive. You have to buy coins to talk to people? Like it just gets too costly.



Very nice application, well, there is many woman from Philippines hired to make you buy points for private video sex chat but there is real random people to talk too as well and I made few friends.

[READ ALL REVIEWS](#)

WHAT'S NEW

Bug fixes and performance improvements.

ADDITIONAL INFORMATION

Updated	Size	Installs
July 12, 2020	53M	500,000+
Current Version	Requires Android	Content Rating
2.1.4	5.0 and up	Mature 17+
		Learn More
Interactive Elements	In-app Products	Permissions
Users Interact, In-App Purchases	\$0.99 - \$174.99 per item	View details
Report	Offered By	Developer
Flag as inappropriate	omegle	Visit website
		support@omegle.fun
		Privacy Policy
		RM 1302, 13/F CHEONG
		K BLDG 84-86 DES
		VOEUX RD CENTRAL HK

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-12

Subject: FW: Apple Inc. (our ref# APP10152)

Date: Friday, October 2, 2020 at 8:00:44 AM Pacific Daylight Time

From: Stacia Lay <stacia@focallaw.com>

To: stacia@focallaw.com <stacia@focallaw.com>

----- Forwarded message -----

From: **Leif K-Brooks** <eurleif@gmail.com>

Date: Mon, Oct 18, 2010 at 7:01 PM

Subject: Re: Apple Inc. (our ref# APP10152)

To: App Store Notices <appstorenotices@apple.com>

Hey,

I've spoken with the developer of Omegle Ace, and given him permission to distribute the app as long as it is clearly indicated (in the app's name, etc.) as being an unofficial app. Please allow him to resubmit it under those terms.

No resolution has been reached regarding Omegle 2 at this point.

Thanks,
Leif

On Fri, Oct 15, 2010 at 4:50 PM, App Store Notices

<appstorenotices@apple.com> wrote:

> Dear Leif,
> Thanks for your message. We have contacted the developer(s) of the
> applications listed below. In the meantime, if you have any questions
> please contact appstorenotices@apple.com and please include APP10152 in the
> subject line.
> A. Developer: unbe.li
> Provider: Artem Malyshev
> App Title: Omegle 2
> Apple ID: 360236719
> -
> B. Developer: Bitdingo
> Provider: Nelson Gauthier
> App Title: Omegle Ace!
> Apple ID: 357817762
> -
> Sincerely,
>  iTunes Music Marketing & IP Legal | Apple | 1 Infinite Loop | Cupertino |
> CA | 95014 | AppStoreNotices@apple.com
> The information in this e-mail and any attachment(s) is intended solely for
> the personal and confidential use of the designated recipients. This
> message may be an attorney-client communication protected by privilege. If
> you are not the intended recipient, you may not review, use, copy, forward,
> or otherwise disseminate this message. Please notify us of the transmission

> error by reply e-mail and delete all copies of the message and any
> attachment(s) from your systems. The use of the sender's name in this
> message is not intended as an electronic signature under any applicable
> law. Thank you.

>

> From: Leif K-Brooks <eurleif@gmail.com>

> Date: October 15, 2010 9:55:05 AM PDT

> To: AppStoreNotices@apple.com

> Subject: Infringing apps: "Omegle 2" and "Omegle ace"

>

> To Whom it May Concern,

>

> I am the owner of the Omegle Web site (<http://omegle.com/>), including
> its official iOS app, "Omegle", which is published in the iTunes App
> Store. Recently, it has come to my attention that two third parties
> are publishing apps in the iTunes store which infringe on my name and
> logo: "Omegle 2", sold by Artem Malyshev, and "Omegle Ace", sold by
> Nelson Gauthier. These apps are not in any way authorized by me, or by
> anyone with the authority to represent Omegle. Their presence in the
> iTunes App Store creates a grave risk of consumer confusion.

>

> Please take appropriate action to rectify this situation.

> Specifically, I request that both "Omegle 2" and "Omegle Ace" be

> removed from the iTunes App Store immediately.

>

> Best regards,

> Leif K-Brooks

> Omegle.com

>

>

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-13

Subject: Fwd: Apple Inc. (our ref# APP65404-A) Notice of Complaint
Date: Thursday, October 1, 2020 at 3:58:22 PM Pacific Daylight Time
From: Leif K-Brooks <leif@omegle.com>
To: Stacia Lay <stacia@focallaw.com>

----- Forwarded message -----

From: **Alex Rasta** <appstoreappsios@gmail.com>
Date: Fri, Sep 9, 2016 at 4:32 PM
Subject: Re: Apple Inc. (our ref# APP65404-A) Notice of Complaint
To: App Store Notices <appstorenotices@apple.com>
Cc: Leif K-Brooks <leif@omegle.com>

Leif,

The new update of our app has been released. We have removed all references to Omegle. Please respond to this email, so Apple can close this case.

Alex

On Tue, Aug 30, 2016 at 11:39 AM, Alex Rasta <appstoreappsios@gmail.com> wrote:

Hi Leif & Apple,

We have updated the first app to change the App Icon & fix any issues. We have also removed the second app from sale while we make the necessary changes. This should resolve all of your concerns, so please close this case.

Best Regards,
Alex

On Fri, Aug 26, 2016 at 11:33 AM, Alex Rasta <appstoreappsios@gmail.com> wrote:

Hi Leif,

Thanks for your email.

We will make updates to these 2 apps to change the App Icon. We will let you know as soon as these updates get approved.

Please let me know if you have any questions.

Best Regards,
Alex

On Thu, Aug 25, 2016 at 7:24 PM, App Store Notices <appstorenotices@apple.com> wrote:

Dear Alex,

****Please include APP65404-A in the subject line of any future correspondence on this matter.****

On 8/19/2016, we received a notice from Leif K-Brooks ("Complainant") that Complainant believes your apps listed below infringe its intellectual property rights. In particular, Complainant believes you are infringing its trademark. Please see their comments below.

You can reach Complainant through Leif K-Brooks (email: leif@omegle.com), copied on this email. Please exchange correspondence directly with Complainant.

We look forward to receiving written assurance that your applications do not infringe Complainant's rights, or that the parties are taking steps to promptly resolve the matter. Please keep us apprised of your progress.

Please note that during the course of this matter:

1. Correspondence to Apple must include the reference number noted above in the subject line and copy the other party. All correspondence sent to Apple may be shared with the other party.
2. Written assurance of rights may include confirmation that your applications do not infringe Complainant's rights, an express authorization from Complainant, or other evidence acceptable to Apple, and should include documentation wherever possible.
3. Should you choose to remove your applications (for example, while you make any necessary changes), visit iTunes Connect at <http://itunesconnect.apple.com> and access your apps in the Manage Your Application module.
 - > Click on the "Rights and Pricing" button from the App Summary Page,
 - > Click on the "Deselect All" button to uncheck all App Store territories, and
 - > Click on the "Save Changes" button
4. Developers with a history of allegations of repeat infringement, or those who misrepresent facts to Apple and/or the Complainant are at risk of termination from the Developer Program.
5. Failure to respond to the Complainant or to take steps toward resolving a dispute may lead to removal of the app(s) at issue as in violation of the App Store Review Guidelines and/or the iOS Developer Program License Agreement. Please keep Apple apprised of your progress.

Thank you for your immediate attention.

A. Developer: Alex Rastorgouev
Provider: Alex Rastorgouev | 1072332944
App Title: Chat Now for Omegle - Talk with Strangers
Apple ID: 1060277376

Comments from Complainant: We have discovered that your company is intentionally trading on our goodwill by infringing on our trademark. Your app prominently features our logo. Please, change your logo and refrain from using our trademark.

-

A. Developer: Alex Rastorgouev
Provider: Alex Rastorgouev | 1072332944
App Title: Chat Now for Omegle Pro - Talk with Strangers
Apple ID: 1069407315

Comments from Complainant: We have discovered that your company is intentionally trading on our goodwill by infringing on our trademark. Your app prominently features our logo. Please, change your logo and refrain from using our trademark.

-

Sincerely,

Nicole

🍏 Apple Legal | Apple | 1 Infinite Loop | Cupertino | CA | 95014 | AppStoreNotices@apple.com

The information in this e-mail and any attachment(s) is intended solely for the personal and confidential use of the designated recipients. This message may be an attorney-client communication protected by privilege. If you are not the intended recipient, you may not review, use, copy, forward, or otherwise disseminate this message. Please notify us of the transmission error by reply e-mail and delete all copies of the message and any attachment(s) from your systems. The use of the sender's name in this message is not intended as an electronic signature under any applicable law. Thank you.

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-14

Subject: Fwd: Apple Inc. (our ref# APP65404-B) Notice of Complaint
Date: Thursday, October 1, 2020 at 3:55:54 PM Pacific Daylight Time
From: Leif K-Brooks <leif@omegle.com>
To: Stacia Lay <stacia@focallaw.com>

----- Forwarded message -----

From: **Anatoli Rastorgouev** <arastorgouev@gmail.com>
Date: Fri, Sep 2, 2016 at 2:37 PM
Subject: Re: Apple Inc. (our ref# APP65404-B) Notice of Complaint
To: App Store Notices <appstorenotices@apple.com>
Cc: <leif@omegle.com>

Dear Leif,

We've released an update that changes the app icon. Please let Apple know that the case has been resolved. Thank you.

Best,
Anatoli

On Sun, Aug 28, 2016 at 11:45 AM, Anatoli Rastorgouev <arastorgouev@gmail.com> wrote:
Hi There,

We will send an update to fix this matter shortly. Thank you.

Best,
Anatoli

On Thu, Aug 25, 2016 at 7:24 PM, App Store Notices <appstorenotices@apple.com> wrote:
Dear Anatoli,

****Please include APP65404-B in the subject line of any future correspondence on this matter.****

On 8/19/2016, we received a notice from Leif K-Brooks ("Complainant") that Complainant believes the app listed below infringes its intellectual property rights. In particular, Complainant believes you are infringing its trademark. Please see their comments below.

B. Developer: Anatoli Rastorgouev
Provider: Anatoli Rastorgouev|1097231163
App Title: Chat for Omegle - Flirt With Strangers
Apple ID: 1065359293

Comments from Complainant: We have discovered that your company is intentionally trading on our goodwill by infringing on our trademark. Your app prominently features our logo. Please, change your logo and refrain from using our trademark.

-

You can reach Complainant through Leif K-Brooks (email: leif@omegle.com), copied on this email. Please exchange correspondence directly with Complainant.

We look forward to receiving written assurance that your application does not infringe Complainant's rights, or that the parties are taking steps to promptly resolve the matter. Please keep us apprised of your progress.

Please note that during the course of this matter:

1. Correspondence to Apple must include the reference number noted above in the subject line and copy the other party. All correspondence sent to Apple may be shared with the other party.
2. Written assurance of rights may include confirmation that your application does not infringe Complainant's rights, an express authorization from Complainant, or other evidence acceptable to Apple, and should include documentation wherever possible.
3. Should you choose to remove your application (for example, while you make any necessary changes), visit iTunes Connect at <http://itunesconnect.apple.com> and access your app in the Manage Your Application module.
 - > Click on the "Rights and Pricing" button from the App Summary Page,
 - > Click on the "Deselect All" button to uncheck all App Store territories, and
 - > Click on the "Save Changes" button
4. Developers with a history of allegations of repeat infringement, or those who misrepresent facts to Apple and/or the Complainant are at risk of termination from the Developer Program.
5. Failure to respond to the Complainant or to take steps toward resolving a dispute may lead to removal of the app(s) at issue as in violation of the App Store Review Guidelines and/or the iOS Developer Program License Agreement. Please keep Apple apprised of your progress.

Thank you for your immediate attention.

Sincerely,

Nicole

 Apple Legal | Apple | 1 Infinite Loop | Cupertino | CA | 95014 | AppStoreNotices@apple.com

The information in this e-mail and any attachment(s) is intended solely for the personal and confidential use of the designated recipients. This message may be an attorney-client communication protected by privilege. If you are not the intended recipient, you may not review, use, copy, forward, or otherwise disseminate this message. Please notify us of the transmission error by reply e-mail and delete all copies of the message and any attachment(s) from your systems. The use of the sender's name in this message is not intended as an electronic signature under any applicable law. Thank you.

--
Anatoli Rastorgouev
Founder & CEO
Ancor Software, LLC
www.ancorsoft.com

--
Anatoli Rastorgouev

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-15

Subject: Re: Apple Inc. (our ref# APP112969) Notice of Complaint
Date: Thursday, May 30, 2019 at 1:30:22 PM Pacific Daylight Time
From: legal@omegamediacorporation.com <legal@omegamediacorporation.com>
To: Leif K-Brooks <leif@omegle.com>

http://tsdr.uspto.gov/#caseNumber=88264546&caseType=SERIAL_NO&searchType=statusSearch

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Donnerstag, 30. Mai 2019 22:17:19
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Please let me know asap, is a 1 min thing to answer an email, I want to move on and focus on my work.

Is very unfair that everybody, big companies like OmeTV, 100's if not 1000's of websites on the web can work in peace, but when it comes to a standalone dev like me with an app that does not even affect your bottom line in any measurable way and that is completely irrelevant, that you suddenly have a problem with it. I don't get it. OmeTV, they even use „Omegle TV“ in their apps and websites, they have even applied for a trademark in the US for OmeTV and are getting it registered, they can do what they want, is all ok. I don't get it.

Anyway let me know asap please about the name, I don't want to be changing the name of my app for 1000 times.

I want to submit the new build today, here is 10pm already.

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Donnerstag, 30. Mai 2019 21:27:07
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

OMG Random Video Chat is free.

Would that work for you to finally close this matter?

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Donnerstag, 30. Mai 2019 21:05:29
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Ok so, there is another company that owns a trademark for "omg" I would need to ask them if I could use it. If I have their ok, is it ok for u then to finally close this matter? My app would be simply called omg. I might add something to it, cause it is for sure taken. Let me know asap, so I can do the changes.

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

Gesendet: Donnerstag, 30. Mai 2019 20:12:46

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I didn't know your complaint was worldwide, I read the first email now like 100 times and wasn't able to find anything. The only thing I found was your US trademark on the complaint. Please let me know where it is written.

I could again change the app name to something like omg from „Oh my God“.

Is there any chance of you getting on a call or flying over to Switzerland to sit on a table and discuss?

Von: legal@omegamediacorporation.com

An: "AppStoreNotices" <appstorenotices@apple.com>

CC: "Leif K-Brooks" <leif@omegle.com>

Gesendet: Donnerstag, 30. Mai 2019 18:32:16

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear Apple,

We assure Apple, that our application does not infringe Complainant's trademark USPTO registration no. 3997588.

The complaint we've received:

Violates trademark on "Omegle", USPTO registration no. 3997588

We have been cooperative and changed our app name immediately in the jurisdiction where the complainer provided us a trademark for it. In fact our app's name changed in other jurisdictions too, jurisdictions where a developer can't choose a name for the app. We didn't know that the complaint was worldwide, it isn't written anywhere.

We were able to find 13 chat services being provided by companies worldwide in different jurisdictions using the sign „Omegle“ in the first Google search page already and believe that there are hundred's if not thousands of online chat services using the sign Omegle worldwide. Since the sign „Omegle“ is widely used by many companies on the internet worldwide, we will be looking into this matter with a trademark attorney, should the complaint have any sort of merit outside of the United States, we will be fair and cooperative and change our app's name worldwide immediately.

Considering that the trademark law is different in every country, we kindly request for additional conclusion time for this complaint, we will get back to all parties as soon as possible.

Kind regards,

David Zuber

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

CC: "AppStoreNotices" <appstorenotices@apple.com>

Gesendet: Donnerstag, 30. Mai 2019 16:41:42

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Common law trademark protections exist regardless of registration, and your intent to mislead consumers with your app's name could not be more blatant. Moreover, the complaint to Apple was set as worldwide, so you have also tried to mislead me and Apple about your compliance with the complaint. You need to change your app's name immediately like you already agreed you would do.

On Thu, May 30, 2019 at 7:35 AM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Dear Leif,

Please provide us all your trademark registrations, in every jurisdiction, with numbers. Regarding your trademark USPTO registration no. 3997588, we changed our app name immediately like you requested.

Kind regards,

David Zuber

Von: legal@omegamediacorporation.com
An: "AppStoreNotices" <appstorenotices@apple.com>
CC: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Donnerstag, 30. Mai 2019 16:23:24
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear Apple

We changed the App name where the complainant provided us a trademark for it which is trademark USPTO registration no. 3997588.

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
CC: "AppStoreNotices" <appstorenotices@apple.com>
Gesendet: Donnerstag, 30. Mai 2019 15:11:57
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

It looks like you forgot to change the name in all regions, e.g.: <https://itunes.apple.com/au/app/omegle/id1442099894> Please resolve this immediately.

On Wed, May 29, 2019 at 12:42 AM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Dear James

We assure Apple, that our application does not infringe Complainant's trademark USPTO registration no. 3997588.

We found a solution with Leif.

Kind regards,

David Zuber

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

Gesendet: Mittwoch, 29. Mai 2019 09:34:58

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Ok done, changed the name to ChatLive, Random Video Chat

<https://itunes.apple.com/app/ChatLive,RandomVideoChat/id1442099894?l=en>

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

CC: "AppStoreNotices" <AppStoreNotices@apple.com>

Gesendet: Montag, 27. Mai 2019 03:59:06

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Ok just sent the build, now let's wait. Once it's approved, can you please request to close this complaint. Thank you.

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

CC: "AppStoreNotices" <AppStoreNotices@apple.com>

Gesendet: Montag, 27. Mai 2019 03:41:57

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Ok will do the changes. Once Apple has accepted the update you will see the name change.
A call after the update has been accepted?

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

CC: "AppStoreNotices" <AppStoreNotices@apple.com>

Gesendet: Montag, 27. Mai 2019 03:37:17

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

The second email, with three names in it.

On Sun, May 26, 2019 at 6:33 PM legal@omegamediacorporation.com

<legal@omegamediacorporation.com> wrote:

The ones from each mail the first or second? The email with the girls or the email with the 25 other names?

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Montag, 27. Mai 2019 03:26:07
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I do not consider those names to be infringements.

On Sun, May 26, 2019 at 6:22 PM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Please let me know it now, I could send then a new build to Apple right now and the issue would be solved, here is like 4am, I need some sleep

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Montag, 27. Mai 2019 03:17:01
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I like One Girl as a name, so I would be changing the name to either **"One Random Girl"** **"One Girl"** or **"One Girl Videochat"**

Is that ok for you?

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Montag, 27. Mai 2019 03:03:23
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Just in case, I'm not involved with OmeTV in anyway, but don't understand why you don't have a problem with them, but with me, using simply Omega which doesn't create confusion and is a descriptive word. But ok will change direction:

Other Options just out of my mind:

- 1) Onegogo
- 2) Omegirl
- 2) Onegogo
- 3) Omegaga
- 2) Onegirl
- 3) Onelove
- 4) Oncegirl
- 5) oh my girl!
- 6) omelon
- 7) homegirl
- 8) Homego
- 9) ome

- 10) wondergirl
- 10) omeeting
- 11) omydate
- 12) omescort
- 13) omecrush
- 14) onecrush
- 15) omeffame
- 16) oneffame
- 17) oromance
- 18) olove
- 19) omour
- 20) onecouple
- 21) omecouple
- 22) omate
- 23) omating
- 24) omekiss
- 25) onekiss

Think all of them are great no? No confusion. In case you think different let me know the ones that go, so we can close this matter. :)

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

CC: "AppStoreNotices" <AppStoreNotices@apple.com>

Gesendet: Montag, 27. Mai 2019 01:19:30

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

No, that is not acceptable. You need to choose a name which is not designed to create confusion with Omegle, and cease and desist any and all other violations of Omegle's trademarks that you may be engaged in.

On Sun, May 26, 2019 at 3:57 PM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Let's work this out together, but please answer the emails so we can have a fluent communication. :)

1) The URL of an iOS application has no impact on an app itself in any sort of way. If you browse the old URL you land on the app with the name changed. The word will disappear with time from the old app's URL which will also not work anymore, is like a cache from the app store. I have changed the app's name and there is a new URL which I sent you.

2) There are other apps, provided by big companies and not by standalone devs like me, which are not using descriptive terms in their app titles, which really creates confusion with your trademark and you seem not to care. Example: OmeTV
<https://itunes.apple.com/us/app/ometv-video-chat-alternative/id1252974010?mt=8>

Every normal person that reads the word Omega thinks on the greek alphabet, maybe you have the feeling is confusing because I've added "Random Videochat" to the name. Would you be satisfied if I would remove "Random Videochat" and simply leave the app name „Omega“?

Omega is a descriptive term <https://en.wikipedia.org/wiki/Omega> "the 24th and last letter of the Greek alphabet"

Please let me know if this is ok for you like this, if you are still then not happy I will find another name and propose.

PS: Please answer to my other emails I sent you. :)

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

CC: "AppStoreNotices" <AppStoreNotices@apple.com>

Gesendet: Sonntag, 26. Mai 2019 23:04:05

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I do not consider this to be resolved. There are still issues, including but not limited to:

- * The word "omegle", an identical version of Omegle's registered trademark, still appears in the app's URL.

- * The new name, "omega", is confusingly similar to Omegle's registered trademark. Confusingly similar names are protected by trademark rights. Considering the history, the intent to confuse is abundantly clear.

On Sun, May 26, 2019 at 9:26 AM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Dear James

We have changed the name of our app to a generic term and herewith, we assure Apple, that our application does not infringe Complainant's trademark USPTO registration no. 3997588.

After we changed the name of our app, the complainer, in this case Leif, is not answering our emails anymore, therefore we trust that our app name change in to a generic term resolves his concerns and kindly ask you James, to close this matter.

Kind regards,

David Zuber

----- Ursprüngliche Mail -----

Von: legal@omegamediacorporation.com

An: "AppStoreNotices" <AppStoreNotices@apple.com>

CC: leif@omegle.com

Gesendet: Donnerstag, 23. Mai 2019 20:25:29

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear James

We have changed the name of our app to a generic term and herewith, we assure Apple, that our application Omega, Random Videochat does not infringe Complainant's trademark USPTO registration no. 3997588.

Here you have the link of our app

<https://itunes.apple.com/app/omegarandomvideochat/id1442099894>

Kind regards,

David Zuber

----- Ursprüngliche Mail -----

Von: legal@omegamediacorporation.com

An: "AppStoreNotices" <AppStoreNotices@apple.com>

CC: leif@omegle.com

Gesendet: Montag, 20. Mai 2019 20:38:38

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear Apple and Leif

Following to my previous email this morning, the iOS App Store was now updated and you can see the app name change on it. Here you have our app link:

<https://itunes.apple.com/app/omegarandomvideochat/id1442099894>

We apologize for any inconvenience this issue may have caused.

David Zuber

----- Ursprüngliche Mail -----

Von: legal@omegamediacorporation.com

An: "AppStoreNotices" <AppStoreNotices@apple.com>

CC: leif@omegle.com

Gesendet: Montag, 20. Mai 2019 01:55:57

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear Apple

We have changed our app title to Omega, Random Videochat and are at the same time providing you the requested written assurance that our application does not infringe Complainant's trademark USPTO registration no. 3997588.

Kind regards,

David Zuber

----- Ursprüngliche Mail -----

Von: "AppStoreNotices" <AppStoreNotices@apple.com>

An: info@omegamediacorporation.com, legal@omegamediacorporation.com

CC: leif@omegle.com

Gesendet: Mittwoch, 15. Mai 2019 20:06:44
Betreff: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear Andrea and David,

****Please include APP112969 in the subject line of any future correspondence on this matter.****

On 5/14/2019, we received a notice from Omegle.com LLC ("Complainant") that Complainant believes the app listed below infringes its intellectual property rights. In particular, Complainant believes you are infringing its trademark. Please see their comments below.

Developer: Omega Media Corporation Limited
Provider: Omega Media Corporation Limited
App Title: Omegle
Apple ID: 1442099894

Comments from Complainant: Violates trademark on "Omegle", USPTO registration no. 3997588

-

You can reach Complainant through Leif K-Brooks (email: leif@omegle.com), copied on this email. Please exchange correspondence directly with Complainant.

We look forward to receiving written assurance that your application does not infringe Complainant's rights, or that the parties are taking steps to promptly resolve the matter. Please keep us apprised of your progress.

Please note that during the course of this matter:

1. Correspondence to Apple must include the reference number noted above in the subject line and copy the other party. All correspondence sent to Apple may be shared with the other party.

2. Written assurance of rights may include confirmation that your application does not infringe Complainant's rights, an express authorization from Complainant, or other evidence acceptable to Apple, and should include documentation wherever possible.

3. Should you choose to remove your application (for example, while you make any necessary changes), visit App Store Connect at <https://appstoreconnect.apple.com> and access your app in the Manage Your Application module.

- Access your app in the "My Apps" module
- Click on the "Pricing and Availability" tab from the App Summary Page and select "Edit" by "Availability"
- Select and deselect "All" territories to uncheck all App Store territories
- Click on the "Done" button

4. Developers with a history of allegations of repeat infringement, or those who misrepresent facts to Apple and/or the Complainant are at risk of termination from the Developer Program.

5. Failure to respond to the Complainant or to take steps toward resolving a dispute may lead to removal of the app(s) at issue as in violation of the App Store Review Guidelines and/or the iOS Developer Program License Agreement. Please keep Apple apprised of your progress.

Thank you for your immediate attention.

Sincerely,

James

🍏 Apple Legal Apple One Apple Park Way Cupertino, CA 95014
AppStoreNotices@apple.com

The information in this e-mail and any attachment(s) is intended solely for the personal and confidential use of the designated recipients. This message may be an attorney-client communication protected by privilege. If you are not the intended recipient, you may not review, use, copy, forward, or otherwise disseminate this message. Please notify us of the transmission error by reply e-mail and delete all copies of the message and any attachment(s) from your systems. The use of the sender's name in this message is not intended as an electronic signature under any applicable law. Thank you.

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-16

Subject: Fwd: Apple Inc. (our ref# APP112969) Notice of Complaint
Date: Thursday, October 1, 2020 at 6:20:49 PM Pacific Daylight Time
From: Stacia Lay <stacia@focallaw.com>
To: Stacia Lay <stacia@focallaw.com>

----- Forwarded message -----

From: legal@omegamediacorporation.com <legal@omegamediacorporation.com>
Date: Wed, Jun 26, 2019 at 3:30 PM
Subject: Re: Apple Inc. (our ref# APP112969) Notice of Complaint
To: Leif K-Brooks <leif@omegle.com>

Hey Leif you disappeared, can you please write apple to close the complaint, thank you
are you up for a call? Just for fun? Im all day on skype :D

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Donnerstag, 13. Juni 2019 14:43:11
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Leif, you disappeared, could you please close the complaint, simply write an email like, Apple or James close the complaint, takes 1min, thanks

And hey you didn't answer me yet on my call question, im on Skype all day let me know ;)

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Donnerstag, 6. Juni 2019 09:37:47
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Ok, done. Apple just published the update, you can close the complaint now. I also adapted the logo and name on my website.

Common, let's get in a call, not to talk about apps or websites, just for fun :D

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Sonntag, 2. Juni 2019 10:25:41
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Hello Leif, I requested an expedite review, the name is changed now.
<https://itunes.apple.com/au/app/chatlive-random-video-chat/id1442099894?mt=8>

Working on Logo now.

I will keep asking, possible to get with you on a skype talk? :D

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Sonntag, 2. Juni 2019 00:45:10
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Ok so I took care of the name now, only need to wait for Apple to review it and approve and we have this one issue byside. Will look into the logo and get back to you.

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
Gesendet: Samstag, 1. Juni 2019 21:33:43
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Copyright does not supersede trademark and consumer protections. It's clearly meant to mimic Omegle's logo and mislead consumers. Let me know when you've ceased all infringement, including the logo.

On Sat, Jun 1, 2019 at 11:33 AM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Stop bullying please, the logo change was meant if I would be using Omelette as a name, like a yellow/white Omelette Logo (check mail), I have already started working on the ChatLive update now, my logo is just fine like this and I own the copyright of it, once the update is published I will get back to you ;)

I will ask again, are you open for a skype talk? :D

Von: "Leif K-Brooks" <eurleif@gmail.com>
An: legal@omegamediacorporation.com
Gesendet: Samstag, 1. Juni 2019 18:42:19
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

ChatLive is an acceptable name. Please change the logo as well, as discussed.

On Sat, Jun 1, 2019 at 7:40 AM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

You must be sleeping now, here is 4pm, ok so I will go for ChatLive then, will be making the changes. Simply stop bullying me after please ok? and please email Apple after the update is published to close the complaint ok?

I'm sad that I cant use Omelette but is ok, is life, is because I got to excited about it you know this feeling when u get so excited...tried to convince you but yeah...

I would still find cool to get in a skype call or something with yyou, not necessarily to talk about websites or apps, just chat or whatever, would you accept?

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Samstag, 1. Juni 2019 12:21:35
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Not losing time, you can't even give me time to find a name... I need to keep a descriptive name then, so after I changed the name to ChatLive or anything descriptive you promise to stop bullying me and leave me in peace?

Also is possible to get on a call with you? Skype, or anything

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

Gesendet: Samstag, 1. Juni 2019 09:55:10

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

It's obvious you suggested "Omelette" because of its similarity to "Omele". As such, I do not consider that an acceptable name.

I've already approved other names you suggested, so it's not at all clear to me why you won't use those names now. They were your ideas.

If you plan to delay renaming your app while you search for a name that you like with the help of a trademark attorney, please remove it from the app store in the interim. Keep in mind that if renaming your app is all you end up having to do, you will have gotten off easy compared to a lawsuit for damages -- an option still available to me. The longer you delay and prevaricate while keeping your infringing app up, the greater the damages may be.

On Sat, Jun 1, 2019 at 12:19 AM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Let me know your answer for Omelette from last email, we are in 2019 and as you know everything is pretty much taken or trademarked. lol (even lol is trademarked!!! God!!!)

If you see no option with fried eggs, then I will send new app names ideas to a trademark attorney so he does a trademark research first, so I'm safe and not bullied again in the future by another person and then I will get back to you with new names.

*But I would appreciate if you would open a little your position on those omelette eggs, my app is irrelevant anyway and trademark attorney are expensive as f*ck, and I don't have money for that!! I would really appreciate, please Leif.

Let me know.

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

Gesendet: Samstag, 1. Juni 2019 08:54:44

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Is not that easy to find a cool name... but I will keep suggesting.

You didn't answer my question, is anyway me and you that we could find a compromise for Omelette? I could do something for you, code, work on something etc.

and why won't you come on a call??

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

Gesendet: Samstag, 1. Juni 2019 00:46:55

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I've already told you that I have no problem with the names ChatLive and One Girl. It's false to say I've rejected everything. I've only rejected the names you've suggested that are meant to be confusingly similar to Omegle's name.

Conflicts with third parties are not something I'm going to discuss with you. This is between me and you. Third parties don't enter into it.

On Fri, May 31, 2019 at 2:58 PM legal@omegamediacorporation.com

<legal@omegamediacorporation.com> wrote:

please just answer me something because I feel kind of bullied, OmegleTV, OmeTV why can they freely operate, why don't you go bully them also? are you guys partners? Check the screenshot. If you guys are partners, how can someone become your partner? There are many websites that use text like Omegle alternative, would a such text be ok for u? check screenshot

I will suggest more names, let me know if any of those from my last emails works but give me some time because this ain't easy, if you have any idea let me know, but not like your last ideas, Empananda etc.

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

Gesendet: Freitag, 31. Mai 2019 23:35:45

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

omega + netflix = omenet would this work?

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

Gesendet: Freitag, 31. Mai 2019 23:10:48

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Also what about ome app or omeapp or ome or omen <https://en.wikipedia.org/wiki/Omen>

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

Gesendet: Freitag, 31. Mai 2019 22:50:20

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

The pattern? Well you refuse everything, only thing I can do is to keep suggesting but it looks more like you want to bully me :/ ofc is your ego, think logically, first my app is irrelevant, second it doesn't even affect your service, third there are others using similar names to your

trademark from apps to websites but I'm the one being bullied, fourth I'm suggesting so many names, but you keep refusing them all, from greek letters to eggs. It can only be your ego, I offer you to come on a Skype call, you won't. It can only be the ego. I really thought that you would be cool with omelette. Is this even trademark infringement towards your trademark if I use omelette? Leif there is no way that a user would see an omelette and think on your service, I really don't understand. You can't do this to me, I got to excited about it. Is there something I can do to change your mind about omelette? I could also add some text to it like omelette party or omelette room or somethingelse, would this finally work for you?

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

Gesendet: Freitag, 31. Mai 2019 20:22:24

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

You suggested "Omega", then "Omga", then "Omelette". It's not my ego noticing a pattern there. Let me know when you're done playing games and you've picked a different name.

On Fri, May 31, 2019 at 10:11 AM legal@omegamediacorporation.com

<legal@omegamediacorporation.com> wrote:

look there something in this direction, as you can see no confusion or similarity, really want to start working on it, let me cook my eggs. :) Leif if you let OmegleTV operate, please let me work in peace, this new name is totally ok and not confusing and anyways it doesn't affect you, doesn't matter the name, doesn't affect your service anyway, irrelevant. If you have a problem with omelette then it can only be your ego because it is really not confusing or similar, it contains 5 different letters, it is fried eggs, how can this be similar? I don't get it, how can fried eggs be similar to your service? Please explain me this question in a reasonable way and also why OmegleTV is ok for others and omelette for me not, please explain me in a reasonable way so I understand it and I will be changing my app name to Chiles en nogada.

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

Gesendet: Freitag, 31. Mai 2019 18:51:31

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

When you come up with a new name that you did not pick for its similarity to Omegle's name, and that is not not confusingly similar, let me know what it is.

On Fri, May 31, 2019 at 8:27 AM legal@omegamediacorporation.com

<legal@omegamediacorporation.com> wrote:

But Leif it is not confusingly similar at all, specially with a yellow egg/omelette Logo. It contains 5 different letters than Omegle and it means fried eggs, has a total of more letters than Omegle.

If we would pick an user and we would show them my app called Omelette with an Omelette sort of yellow egg Omelette Logo, I don't think that they would think in anyway on your service or confuse it, the user would think like "wtf is this fried eggs app" don't you think so? and Leif I mean look at other apps like OmegleTV, what did

they do for you so you let them operate without problem? Let me know and I will do the same for you so I can start working on Omelette. I got really excited about it and anyway my app is irrelevant Leif it doesn't affect your service in anyway whatever the name of it is, Leif common, fried eggs... I would be happy if we could find a compromise for omelette. I have never been more excited about eggs in my whole life. Let me know what I need to do or what your condition is please. I saw on the web you are on forbes etc. but I hope that your ego is not that big that you think users seeing an omelette would think on your service and also there is another company holding the trademark rights of it for social networking services. Please let me know asap. :)

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

Gesendet: Freitag, 31. Mai 2019 14:33:46

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

It's obvious you suggested that name because of its similarity to Omegle's name. You can't pick a name for that reason and then try to pass it off as not confusingly similar. You need to pick one that genuinely isn't confusingly similar.

On Fri, May 31, 2019 at 5:27 AM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Empananda? Gazpacho? Tio no me haces esto. :D

The trademark is owned by those guys here: <https://itunes.apple.com/us/app/omlet-arcade-livestream-games/id1152185878?mt=8>

I think they would be ok with it, I would be using Omelette and not like them Omelet.

Omelette is nowhere similar or confusing to Omegle, Leif Omelette is fried eggs and with a new Logo, something cute yellow/white like this https://image.shutterstock.com/display_pic_with_logo/223776383/1378547177/stock-vector-delicious-smiling-scrambled-eggs-1378547177.jpg this wouldn't confuse anyone in my opinion, I mean is fried eggs, it was invented by french people based on wikipedia. What can I do for you that we can agree on this Omelette? Please make an effort Leif, I mean if OmeTV is ok for you, por favor dejame cocinar una omelette

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

Gesendet: Freitag, 31. Mai 2019 14:07:09

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Not acceptable. That is confusingly similar. It's clearly intended to sound similar to Omegle's name for the purpose of creating confusion. Please just pick a name that isn't confusing. If you like food-based names, there are plenty to choose from that don't sound similar to Omegle's name. :) For example, I wouldn't consider any of "Empanada", "Paella", or "Gazpacho" to be confusingly similar to Omegle's name. Good call on changing the logo too.

On Fri, May 31, 2019 at 4:46 AM legal@omegamediacorporation.com

<legal@omegamediacorporation.com> wrote:

Ok Leif I just ate some eggs and just had an idea,

Omelette, I would also be changing the logo and something with eggs, yellow :D
This is something fun, I got excited now

I think this is ok for u right? No confusion nothing.

However I would need to write to another company if they are ok with it, there is a company who owns a trademark for it...this world is crazy

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

Gesendet: Freitag, 31. Mai 2019 12:00:46

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Will think of one and get back to you. Could you just tell me why you let others then use similar names? Do they pay you or something?

Von: "Leif K-Brooks" <leif@omegle.com>

An: legal@omegamediacorporation.com

Gesendet: Freitag, 31. Mai 2019 09:31:07

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I've already told you that name is confusingly similar to Omegle's name, and I will not accept you using it. Moreover, your intent to deceive consumers is blatantly obvious from your previous use of the name "Omegle", identical to Omegle's trademark. Stop suggesting more intentionally deceptive names, and just pick an original name that is not deceptive.

On Fri, May 31, 2019 at 12:26 AM legal@omegamediacorporation.com
<legal@omegamediacorporation.com> wrote:

Leif, I waited so long yesterday, just woke up, could you please be more reactive. Waited until 3am for you, I'm a millennial you can't do this to me. Serious.

I changed the name just to anything to satisfy you, I have an Omega logo, like the Omega logo from the Swiss watch Omega, I wanted to keep it something related to my Logo, I could call it also OMGA.

Also, your logo is a head, mine is an Omega sign, there is 0 confusion if I would call my app Omega (which you did not agree with in the beginning) what is exactly the problem? Or is this an ego thing? Leif, my app is irrelevant in first place and it doesn't even affect you in anyway and there are other apps with similar names like OmeTV or Omegle TV as they call themselves. I don't get it why Omega wouldn't work.

OMGA / OMEGA would this work for you?

Also why don't you put your ego by-side and get on a Skype call with me.

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
Gesendet: Freitag, 31. Mai 2019 02:31:46
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

No. Why don't you just use the "ChatLive" name across all regions? Then your name would not be confusingly similar to, and thus infringing on, Omegle's trademark; and you wouldn't have to worry about the third-party trademark you mentioned either.

On Thu, May 30, 2019 at 12:05 PM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Ok so, there is another company that owns a trademark for "omg" I would need to ask them if I could use it. If I have their ok, is it ok for u then to finally close this matter? My app would be simply called omg. I might add something to it, cause it is for sure taken. Let me know asap, so I can do the changes.

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Donnerstag, 30. Mai 2019 20:12:46
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I didn't know your complaint was worldwide, I read the first email now like 100 times and wasn't able to find anything. The only thing I found was your US trademark on the complaint. Please let me know where it is written.

I could again change the app name to something like omg from „Oh my God“.

Is there any chance of you getting on a call or flying over to Switzerland to sit on a table and discuss?

Von: legal@omegamediacorporation.com
An: "AppStoreNotices" <appstorenotices@apple.com>
CC: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Donnerstag, 30. Mai 2019 18:32:16
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear Apple,

We assure Apple, that our application does not infringe Complainant's trademark USPTO registration no. 3997588.

The complaint we've received:

Violates trademark on "Omegle", USPTO registration no. 3997588

We have been cooperative and changed our app name immediately in the jurisdiction where the complainer provided us a trademark for it. In fact our app's name changed in other jurisdictions too, jurisdictions where a developer can't choose a name for the app. We didn't know that the complaint was

worldwide, it isn't written anywhere.

We were able to find 13 chat services being provided by companies worldwide in different jurisdictions using the sign „Omegle“ in the first Google search page already and believe that there are hundred's if not thousands of online chat services using the sign Omegle worldwide. Since the sign „Omegle“ is widely used by many companies on the internet worldwide, we will be looking into this matter with a trademark attorney, should the complaint have any sort of merit outside of the United States, we will be fair and cooperative and change our app's name worldwide immediately.

Considering that the trademark law is different in every country, we kindly request for additional conclusion time for this complaint, we will get back to all parties as soon as possible.

Kind regards,

David Zuber

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
CC: "AppStoreNotices" <appstorenotices@apple.com>
Gesendet: Donnerstag, 30. Mai 2019 16:41:42
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Common law trademark protections exist regardless of registration, and your intent to mislead consumers with your app's name could not be more blatant. Moreover, the complaint to Apple was set as worldwide, so you have also tried to mislead me and Apple about your compliance with the complaint. You need to change your app's name immediately like you already agreed you would do.

On Thu, May 30, 2019 at 7:35 AM legal@omegamediacorporation.com <legal@omegamediacorporation.com> wrote:

Dear Leif,

Please provide us all your trademark registrations, in every jurisdiction, with numbers. Regarding your trademark USPTO registration no. 3997588, we changed our app name immediately like you requested.

Kind regards,

David Zuber

Von: legal@omegamediacorporation.com
An: "AppStoreNotices" <appstorenotices@apple.com>
CC: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Donnerstag, 30. Mai 2019 16:23:24
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear Apple

We changed the App name where the complainant provided us a trademark for it which is trademark USPTO registration no. 3997588.

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
CC: "AppStoreNotices" <appstorenotices@apple.com>
Gesendet: Donnerstag, 30. Mai 2019 15:11:57
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

It looks like you forgot to change the name in all regions,
e.g.: <https://itunes.apple.com/au/app/omegle/id1442099894> Please
resolve this immediately.

On Wed, May 29, 2019 at 12:42 AM
legal@omegamediacorporation.com
<legal@omegamediacorporation.com> wrote:

Dear James

We assure Apple, that our application does not infringe Complainant's
trademark USPTO registration no. 3997588.

We found a solution with Leif.

Kind regards,

David Zuber

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
Gesendet: Mittwoch, 29. Mai 2019 09:34:58
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Ok done, changed the name to ChatLive, Random Video Chat
[https://itunes.apple.com/app/ChatLive,RandomVideoChat/id1442099894
?l=en](https://itunes.apple.com/app/ChatLive,RandomVideoChat/id1442099894?l=en)

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Montag, 27. Mai 2019 03:59:06
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Ok just sent the build, now let's wait. Once it's approved, can you please

request to close this complaint. Thank you.

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Montag, 27. Mai 2019 03:41:57
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Ok will do the changes. Once Apple has accepted the update you will see the name change.

A call after the update has been accepted?

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Montag, 27. Mai 2019 03:37:17
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

The second email, with three names in it.

On Sun, May 26, 2019 at 6:33 PM

legal@omegamediacorporation.com

<legal@omegamediacorporation.com> wrote:

The ones from each mail the first or second? The email with the girls or the email with the 25 other names?

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Montag, 27. Mai 2019 03:26:07
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I do not consider those names to be infringements.

On Sun, May 26, 2019 at 6:22 PM

legal@omegamediacorporation.com

<legal@omegamediacorporation.com> wrote:

Please let me know it now, I could send then a new build to Apple right now and the issue would be solved, here is like 4am, I need some sleep

Von: legal@omegamediacorporation.com
An: "Leif K-Brooks" <leif@omegle.com>
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Montag, 27. Mai 2019 03:17:01

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I like One Girl as a name, so I would be changing the name to either **"One Random Girl" "One Girl" or "One Girl Videochat"**

Is that ok for you?

Von: legal@omegamediacorporation.com

An: "Leif K-Brooks" <leif@omegle.com>

CC: "AppStoreNotices" <AppStoreNotices@apple.com>

Gesendet: Montag, 27. Mai 2019 03:03:23

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Just in case, I'm not involved with OmeTV in anyway, but don't understand why you don't have a problem with them, but with me, using simply Omega which doesn't create confusion and is a descriptive word. But ok will change direction:

Other Options just out of my mind:

- 1) Onegogo
- 2) Omegirl
- 2) Omegogo
- 3) Omegaga
- 2) Onegirl
- 3) Onelove
- 4) Oncegirl
- 5) oh my girl!
- 6) omelon
- 7) homegirl
- 8) Homego
- 9) ome
- 10) wondergirl
- 10) omeeting
- 11) omydate
- 12) omescort
- 13) omecrush
- 14) onecrush
- 15) omeffame
- 16) oneflame
- 17) oromance
- 18) olove
- 19) omour
- 20) onecouple
- 21) omecouple
- 22) omate
- 23) omating
- 24) omekiss
- 25) onekiss

Think all of them are great no? No confusion. In case you think different let me know the ones that go, so we can close this matter. :)

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Montag, 27. Mai 2019 01:19:30
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

No, that is not acceptable. You need to choose a name which is not designed to create confusion with Omegle, and cease and desist any and all other violations of Omegle's trademarks that you may be engaged in.

On Sun, May 26, 2019 at 3:57 PM
legal@omegamediacorporation.com
<legal@omegamediacorporation.com> wrote:

Let's work this out together, but please answer the emails so we can have a fluent communication. :)

1) The URL of an iOS application has no impact on an app itself in any sort of way. If you browse the old URL you land on the app with the name changed. The word will disappear with time from the old app's URL which will also not work anymore, is like a cache from the app store. I have changed the app's name and there is a new URL which I sent you.

2) There are other apps, provided by big companies and not by standalone devs like me, which are not using descriptive terms in their app titles, which really creates confusion with your trademark and you seem not to care. Example: OmeTV
<https://itunes.apple.com/us/app/ometv-video-chat-alternative/id1252974010?mt=8>

Every normal person that reads the word Omega thinks on the greek alphabet, maybe you have the feeling is confusing because I've added "Random Videochat" to the name. Would you be satisfied if I would remove "Random Videochat" and simply leave the app name „Omega“?

Omega is a descriptive term
<https://en.wikipedia.org/wiki/Omega> "the 24th and last letter of the Greek alphabet"

Please let me know if this is ok for you like this, if you are still then not happy I will find another name and propose.

PS: Please answer to my other emails I sent you. :)

Von: "Leif K-Brooks" <leif@omegle.com>
An: legal@omegamediacorporation.com
CC: "AppStoreNotices" <AppStoreNotices@apple.com>
Gesendet: Sonntag, 26. Mai 2019 23:04:05
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

I do not consider this to be resolved. There are still issues, including but not limited to:

* The word "omegle", an identical version of Omegle's registered trademark, still appears in the app's URL.

* The new name, "omega", is confusingly similar to Omegle's registered trademark. Confusingly similar names are protected by trademark rights. Considering the history, the intent to confuse is abundantly clear.

On Sun, May 26, 2019 at 9:26 AM
legal@omegamediacorporation.com
<legal@omegamediacorporation.com> wrote:

Dear James

We have changed the name of our app to a generic term and herewith, we assure Apple, that our application does not infringe Complainant's trademark USPTO registration no. 3997588.

After we changed the name of our app, the complainer, in this case Leif, is not answering our emails anymore, therefore we trust that our app name change in to a generic term resolves his concerns and kindly ask you James, to close this matter.

Kind regards,

David Zuber

----- Ursprüngliche Mail -----

Von: legal@omegamediacorporation.com
An: "AppStoreNotices" <AppStoreNotices@apple.com>
CC: leif@omegle.com
Gesendet: Donnerstag, 23. Mai 2019 20:25:29
Betreff: Re: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear James

We have changed the name of our app to a generic term and herewith, we assure Apple, that our application

Omega, Random Videochat does not infringe
Complainant's trademark USPTO registration no.
3997588.

Here you have the link of our app
<https://itunes.apple.com/app/omegarandomvideochat/id1442099894>

Kind regards,

David Zuber

----- Ursprüngliche Mail -----

Von: legal@omegamediacorporation.com

An: "AppStoreNotices" <AppStoreNotices@apple.com>

CC: leif@omegle.com

Gesendet: Montag, 20. Mai 2019 20:38:38

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of
Complaint

Dear Apple and Leif

Following to my previous email this morning, the iOS App
Store was now updated and you can see the app name
change on it. Here you have our app link:

<https://itunes.apple.com/app/omegarandomvideochat/id1442099894>

We apologize for any inconvenience this issue may have
caused.

David Zuber

----- Ursprüngliche Mail -----

Von: legal@omegamediacorporation.com

An: "AppStoreNotices" <AppStoreNotices@apple.com>

CC: leif@omegle.com

Gesendet: Montag, 20. Mai 2019 01:55:57

Betreff: Re: Apple Inc. (our ref# APP112969) Notice of
Complaint

Dear Apple

We have changed our app title to Omega, Random
Videochat and are at the same time providing you the
requested written assurance that our application does not
infringe Complainant's trademark USPTO registration no.
3997588.

Kind regards,

David Zuber

----- Ursprüngliche Mail -----

Von: "AppStoreNotices" <AppStoreNotices@apple.com>

An: info@omegamediacorporation.com,

legal@omegamediacorporation.com

CC: leif@omegle.com

Gesendet: Mittwoch, 15. Mai 2019 20:06:44

Betreff: Apple Inc. (our ref# APP112969) Notice of Complaint

Dear Andrea and David,

****Please include APP112969 in the subject line of any future correspondence on this matter.****

On 5/14/2019, we received a notice from Omegle.com LLC ("Complainant") that Complainant believes the app listed below infringes its intellectual property rights. In particular, Complainant believes you are infringing its trademark. Please see their comments below.

Developer: Omega Media Corporation Limited

Provider: Omega Media Corporation Limited

App Title: Omegle

Apple ID: 1442099894

Comments from Complainant: Violates trademark on "Omegle", USPTO registration no. 3997588

-

You can reach Complainant through Leif K-Brooks (email: leif@omegle.com), copied on this email. Please exchange correspondence directly with Complainant.

We look forward to receiving written assurance that your application does not infringe Complainant's rights, or that the parties are taking steps to promptly resolve the matter. Please keep us apprised of your progress.

Please note that during the course of this matter:

1. Correspondence to Apple must include the reference number noted above in the subject line and copy the other party. All correspondence sent to Apple may be shared with the other party.

2. Written assurance of rights may include confirmation that your application does not infringe Complainant's rights, an express authorization from Complainant, or

other evidence acceptable to Apple, and should include documentation wherever possible.

3. Should you choose to remove your application (for example, while you make any necessary changes), visit App Store Connect at <https://appstoreconnect.apple.com> and access your app in the Manage Your Application module.

- Access your app in the "My Apps" module
- Click on the "Pricing and Availability" tab from the App Summary Page and select "Edit" by "Availability"
- Select and deselect "All" territories to uncheck all App Store territories
- Click on the "Done" button

4. Developers with a history of allegations of repeat infringement, or those who misrepresent facts to Apple and/or the Complainant are at risk of termination from the Developer Program.

5. Failure to respond to the Complainant or to take steps toward resolving a dispute may lead to removal of the app(s) at issue as in violation of the App Store Review Guidelines and/or the iOS Developer Program License Agreement. Please keep Apple apprised of your progress.

Thank you for your immediate attention.

Sincerely,

James

🍏 Apple Legal Apple One Apple Park Way Cupertino, CA 95014 AppStoreNotices@apple.com

The information in this e-mail and any attachment(s) is intended solely for the personal and confidential use of the designated recipients. This message may be an attorney-client communication protected by privilege. If you are not the intended recipient, you may not review, use, copy, forward, or otherwise disseminate this message. Please notify us of the transmission error by reply e-mail and delete all copies of the message and any attachment(s) from your systems. The use of the sender's name in this message is not intended as an electronic signature under any applicable law. Thank you.

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-17

COMPLAINT TRANSMITTAL COVERSHEET

Attached is a Complaint that has been filed against you with the World Intellectual Property Organization (**WIPO**) Arbitration and Mediation Center (the **Center**) pursuant to the Uniform Domain Name Dispute Resolution Policy (the **Policy**) approved by the Internet Corporation for Assigned Names and Numbers (**ICANN**) on October 24, 1999, the Rules for Uniform Domain Name Dispute Resolution Policy (the **Rules**) approved by ICANN on September 28, 2013, and in effect as of July 31, 2015, and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the **Supplemental Rules**) in effect as of July 31, 2015.

The Policy is incorporated by reference into your Registration Agreement with the Registrar of your domain name, in accordance with which you are required to submit to a mandatory administrative proceeding in the event that a third party (a **Complainant**) submits a complaint to a dispute resolution service provider, such as the Center, concerning a domain name that you have registered. You will find the name and contact details of the Complainant, as well as the domain name that is the subject of the Complaint in the document that accompanies this Coversheet.

Once the Center has checked the Complaint to determine that it satisfies the formal requirements of the Policy, the Rules and the Supplemental Rules, it will forward an official copy of the Complaint, including annexes, to you by email as well as sending you hardcopy Written Notice by post and/or facsimile, as the case may be. You will then have 20 calendar days from the date of Commencement within which to submit a Response to the Complaint in accordance with the Rules and Supplemental Rules to the Center and the Complainant. You may represent yourself or seek the assistance of legal counsel to represent you in the administrative proceeding.

- The **Policy** can be found at
<https://www.icann.org/resources/pages/policy-2012-02-25-en>
- The **Rules** can be found at
<https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>
- The **Supplemental Rules**, as well as other information concerning the resolution of domain name disputes can be found at
<http://www.wipo.int/amc/en/domains/supplemental/eudrp/newrules.html>
- A **model Response** can be found at
<http://www.wipo.int/amc/en/domains/respondent/index.html>

Alternatively, you may contact the Center to obtain any of the above documents. The Center can be contacted in Geneva, Switzerland by telephone at +41 22 338 8247, by fax at +41 22 740 3700 or by email at domain.disputes@wipo.int.

You are kindly requested to contact the Center to provide an alternate email address to which you would like (a) the Complaint, including Annexes and (b) other communications in the administrative proceeding to be sent.

A copy of this Complaint has also been sent to the Registrar with which the domain name that is the subject of the Complaint is registered.

By submitting this Complaint to the Center the Complainant hereby agrees to abide and be bound by the provisions of the Policy, Rules and Supplemental Rules.

Before the:

**WORLD INTELLECTUAL PROPERTY ORGANIZATION
ARBITRATION AND MEDIATION CENTER**

OMEGLE.COM LLC,
1545 NW Market Street #207
Seattle, WA 98107

(Complainant)

-v-

CHUKHMANENKO ALEKSEI
ALEKSANDROVICH,
ul. Fuchika 8, kv. 277
Kiev, Kievskaaia 03049
UKRAINE

(Respondent)

Disputed Domain Name:

<omegle.tv>

COMPLAINT

(Rules, Paragraph 3(b); Supplemental Rules, Paragraphs 4(a), 12(a), Annex E)

I. Introduction

[1.] This Complaint is hereby submitted for decision in accordance with the Uniform Domain Name Dispute Resolution Policy (the **Policy**), approved by the Internet Corporation for Assigned Names and Numbers (**ICANN**) on October 24, 1999, the Rules for Uniform Domain Name Dispute Resolution Policy (the **Rules**), approved by ICANN on September 28, 2013, and in effect as of July 31, 2015, and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the **Supplemental Rules**) in effect as of July 31, 2015.

II. The Parties

A. The Complainant

(Rules, Paragraphs 3(b)(ii) and (iii))

[2.] The Complainant in this administrative proceeding is Omegle.com LLC, an Oregon limited liability company.

[3.] The Complainant's contact details are:

Address: 1545 NW Market Street #207
Seattle, WA 98107

Telephone: (802) 380-4064

Fax: (206) 260-3966

Email: leif@omegle.com

[4.] The Complainant's authorized representatives in this administrative proceeding is:

Venkat Balasubramani
Focal PLLC
800 Fifth Avenue, Suite 4100
Seattle, WA 98104
Telephone: (206) 718-4250
Fax: (206) 260-3966
Email: venkat@focallaw.com

AND:

Joe Skocilich
Focal PLLC
800 Fifth Avenue, Suite 4100
Seattle, WA 98104
Telephone: (206) 331-4105
Fax: (206) 260-3966
Email: joe@focallaw.com

[5.] The Complainant's preferred method of communications directed to the Complainant in this administrative proceeding is:

Electronic-only material

Method: email

Address: joe@focallaw.com

Contact: Joe Skocilich

Material including hardcopy (where applicable)

Method: Fax

Fax: (206) 260-3966

Contact: Joe Skocilich

B. The Respondent

(Rules, Paragraph 3(b)(v))

[6.] According to the WHOIS record for the Disputed Domain Name at the time of this complaint, the registrant of the Disputed Domain Name is Chukhmanenko Aleksei Aleksandrovich. A copy of the WHOIS record as it exists at the time of this complaint's filing is provided as **Annex 1**.

- [7.] All information known to the Complainant regarding how to contact the Respondent is as follows:

Name: Chukhmanenko Aleksei Aleksandrovich
Address: ul. Fuchika 8, kv. 277
Kiev, Kievskaaia 03049
UKRAINE
Telephone: 380935017315
Email: chumanenkoaa@gmail.com

III. The Domain Name and Registrar
(Rules, Paragraphs 3(b)(vi), (vii))

- [8.] This dispute concerns the domain name identified below:

<omegle.tv>

- [9.] The registrar with which the domain name is registered is:

Registrar's Name: Publicdomainregistry.com Pty Ltd.
Registrar Address: 14, Lever Street, Albion
Brisbane, Queensland 4010
Australia
Telephone: N/A
Email: compliance@publicdomainregistry.com

IV. Language of Proceedings
(Rules, Paragraph 11)

- [10.] To the best of the Complainant's knowledge, the language of the Registration Agreement (<http://publicdomainregistry.com/legal/>) is English, a copy of which is provided as **Annex 2** to this Complaint. The Complaint has been submitted in English. Paragraph 11(a) of the Rules provides that "[u]nless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the administrative proceeding." Consequently, Complainant requests that the language of the proceeding be English.

In further support of Complainant's request for English as the language of the proceeding, Complainant notes that: (i) the concerned registrar (and related domain registration privacy services), Publicdomainregistry.com, operates its website in English and is located in Australia, an English speaking country; and (ii) the website published in connection with the Disputed Domain Name ("***Respondent's Site***") is an English language website. Complainant submits that all of the foregoing indicates that the respondent reads, understands, and can communicate in English.

V. Jurisdictional Basis for the Administrative Proceeding

- [11.] This dispute is properly within the scope of the Policy and the Administrative Panel has jurisdiction to decide the dispute. The registration agreement, pursuant to which the domain name that is the subject of this Complaint is registered, incorporates the Policy. The provision of the Registration Agreement that makes the Policy applicable to the Disputed Domain Name is Section 5.2, which incorporates the Policy. (See Annex 2, Section 5.2.)

VI. Factual and Legal Grounds

(Policy, Paragraphs 4(a), (b), (c); Rules, Paragraph 3)

- [12.] This Complaint is based on the following grounds:

A. The domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;

(Policy, Paragraph 4(a)(i); Rules, Paragraphs 3(b)(viii), (b)(ix)(1))

The Complaint is based on Complainant's service mark OMEGLE (the "**Mark**"). The Mark is used to identify the provision of Complainant's "Omegle" website ("**Complainant's Site**") and related services. Complainant's Site is an interactive website that allows its users to be paired with other users at random as "strangers" to chat one-on-one, utilizing both video and text chat. The Mark is, and at all times relevant hereto has been, prominently displayed on Complainant's Site.

Complainant's Site is accessible at the domain name <omegle.com> ("**Complainant's Domain Name**"), which was first registered on behalf of Complainant by its principal and sole individual owner on July 26, 2008. A copy of the WHOIS record for Complainant's Domain Name is provided as Annex 3.

Complainant's Site was launched on March 25, 2009. Less than a month after its debut, Complainant's Site was receiving approximately 150,000 hits per day. See Annex 4. Complainant's Site now receives almost 40 million visits monthly. See Annex 5.

Complainant is the owner of the registration for the Mark on the Principal Register of the United States Patent and Trademark Office (the "USPTO") in connection with "[p]roviding internet chatrooms" (Reg. No. 3997588). The Mark was registered by the USPTO on July 19, 2011. A printout of the USPTO database record for the OMEGLE registration is attached as Annex 6. A copy of the trademark assignment agreement transferring the Mark to the Complainant is attached as Annex 7.

Registration of a mark on the Principal Register of the USPTO constitutes prima facie evidence of validity, creating a rebuttable presumption that the mark is inherently distinctive, and satisfying the requirement of establishing trademark rights for purposes of the Policy. *See Booz Allen Hamilton Inc. v. Hongjie Shi*, WIPO Case No. D2015-1009; *Janus International Holding Co. v. Scott Rademacher*, WIPO Case No. D2002-0201. Regardless, the Mark is fanciful and is not a term in common usage. The term “omegle” does not appear in the dictionary. Attached as **Annex 8** are true and correct copies of screenshots from various online dictionaries showing results of a search for “omegle” (printed on August 25, 2015). “Omegle” is a coined term used to describe Complainant’s Site and services, not a term in everyday usage, and is therefore afforded the strongest protection. *See Comerica Incorporated v. Brandon Le*, WIPO Case No. D2004-0976 (finding that the term “COMERICA” was a coined word not found in the dictionary, and noting that “[c]oined or fanciful marks are among the strongest varieties of marks and, consequently, are generally accorded strong protection against infringement”).

The Disputed Domain Name wholly incorporates Complainant’s Mark. The only difference between Complainant’s Mark and the Disputed Domain Name is Respondent’s addition of the “.tv” country code Top-Level Domain (“***ccTLD***”) after Complainant’s Mark. As panels have held, the mere addition of a top-level domain to the end of a mark does not serve to differentiate the domain name from the mark. *See Al Jazeera Media Network v. James Harden*, WIPO Case No. DTV2014-0003 (finding the domain name <aljazeera.tv> confusingly similar to complainant’s ALJAZEERA mark); *Dow Jones, L.P. and Dow Jones & Company, Inc. v. HDTV LLC c/o Dynadot Privacy*, FA 1553157 (finding the domain name <wallstreetjournal.tv> confusingly similar to complainant’s THE WALL STREET JOURNAL mark).

B. The Respondent has no rights or legitimate interests in respect of the domain name;
(Policy, Paragraph 4(a)(ii); Rules, Paragraph 3(b)(ix)(2))

The Respondent first registered the Disputed Domain Name on October 17, 2013, over two years after the registration of the Mark. *Compare Annex 1* and *Annex 6*.

Complainant has never granted a license to Respondent to use the Mark, or otherwise authorized Respondent to incorporate the Mark into a domain name.

There is no evidence that Respondent has used or prepared to use the Disputed Domain Name in connection with a *bona fide* offering of goods or services. Similarly, there is no evidence that Respondent has ever been commonly known by the Disputed

Domain name or any similar name. The WHOIS information appears to indicate that Respondent is a natural person and not a business entity using the name “omegle.” Respondent is not making a legitimate or non-commercial fair use of the Disputed Domain Name. Respondent merely recreates the look of Complainant’s Site, provides a similar service to Complainant’s Site, and then uses the Disputed Domain to divert consumers for commercial gain. Indeed, Respondent even uses the same stylized font and the same color (orange) for displaying the Mark on Respondent’s Site as Complainant uses on Complainant’s Site. Compare **Annex 9** (www.omegle.tv) and **Annex 10** (www.omegle.com).

The facts in the instant case are extremely similar to those in *Twitch Interactive, Inc. v. Whois privacy protection service, Internet Invest, Ltd. Db Imena.ua*, WIPO Case No. DTV2015-0002, where the panel found that the Respondent had no legitimate rights or interests. As that panel explained:

“The Respondent ... provides a service of live video platforms and communities for gamers, which is similar to and directly competes against the Complainant's Twitch service. Further, the Panel finds on the websites under the Disputed Domain Names no disclosure as to the Respondent's relationship with the Complainant. On the other hand, the Panel finds that by displaying and using the Complainant's Trademarks on the websites under the Disputed Domain Names, without any evidence on consent or permission by the Complainant, the Respondent intended to mislead the consumer into believing that either the Respondent's sites originate with, or are endorsed by the Complainant, or that there is an association or relation otherwise between the Respondent and the Complainant, where in fact no such connection exists ... [therefore] Respondent's use of the Disputed Domain Names cannot be considered a *bona fide* offering of goods or services.”

For the same reasons identified in the *Twitch Interactive* decision, the Panel here should find that Respondent has not made a *bona fide* offering of goods or services.

C. The domain name was registered and is being used in bad faith.
(Policy, paragraphs 4(a)(iii), 4(b); Rules, paragraph 3(b)(ix)(3))

Respondent registered the Disputed Domain Name in bad faith. At the time Respondent registered the Disputed Domain Name, Complainant had been using the Mark—a registered service mark that is identical to the Disputed Domain Name—for four years. By that time, Complainant’s Site had an immense number of users from

around the world and had garnered considerable attention from the media. A copy of a New York Times article about Omegle.com's popularity is attached as **Annex 4** (<http://www.nytimes.com/2009/04/27/technology/internet/27omegle.html>, last visited August 26, 2015). A copy of a Forbes article about Omegle.com is attached as **Annex 11** (<http://www.forbes.com/sites/oliverchiang/2010/08/30/competitor-benefits-from-chatroulettes-absence/>, last visited August 26, 2015). There is evidence that strongly suggests Respondent knew of Complainant's Site and Mark, and purposely chose to register the Disputed Domain Name in order to exploit the goodwill Complainant had built up in the Mark. Respondent's Site states: "We are one of the best Sites *like Omegle*." (Emphasis added.) See **Annex 9**. Respondent's words clearly demonstrate an awareness of Complainant's Site, and leads to the conclusion that Respondent chose to register the Disputed Domain Name to capitalize on the public recognition of the Mark.

Respondent is also using the Disputed Domain Name in bad faith. Respondent's Site emulates Complainant's Site's design and, as explained above, uses the same font and color for displaying the Mark, further supporting a finding that Respondent registered the Disputed Domain Name in bad faith. See *eBay Inc. v. David Sach*, WIPO Case No. D2009-1083 (stating that "[u]nder well-settled precedent, Respondent's registration and use of a domain name that incorporates Complainant's entire ... trademark supports a finding of bad faith. Respondent's bad faith is further corroborated by the fact that he has adopted a logo which is graphically nearly identical in color and design to Complainant's ... color logo.").

Respondent is purposely utilizing the Disputed Domain Name to cause confusion with Complainant's well known service mark in order to divert users looking for Complainant's Site to Respondent's Site. Respondent has reproduced Complainant's Mark in the upper left corner of Respondent's Site (using the same font and color), to mimic Complainant's Site, and in combination with Respondent's confusingly similar Disputed Domain Name. There can be no doubt that Respondent's actions are intended to, and most likely do, cause internet users to falsely believe they are visiting Complainant's Site. See *Last Minute Network Limited v. Last Minute Albania*, WIPO Case No. D2013-1116 (finding that Respondent registered the Disputed Domain Name in bad faith by "using the Domain Name to attract Internet users to the Respondent's web site by creating confusion as to source and presumably results in commercial gain to the Respondent ... [which] is exacerbated in this case by the prominent use of the Complainant's logo font and color scheme on the website").

For the foregoing reasons, the Panel should find that Respondent has registered and is using the Disputed Domain Name in bad faith.

VII. Remedies Requested

(Rules, Paragraph 3(b)(x))

- [13.] In accordance with Paragraph 4(i) of the Policy, for the reasons described in Section VI., above, Complainant requests the Administrative Panel appointed in this administrative proceeding to transfer the Disputed Domain Name to the Complainant.

VIII. Administrative Panel

(Rules, Paragraph 3(b)(iv); Supplemental Rules, Paragraph 8(a))

- [14.] The Complainant elects to have the dispute decided by a single-member Administrative panel.

IX. Mutual Jurisdiction

(Rules, Paragraph 3(b)(xii))

- [15.] In accordance with Paragraph 3(b)(xii) of the Rules, the Complainant will submit, with respect to any challenges that may be made by the Respondent to a decision by the Administrative Panel to transfer or cancel the domain name that is the subject of this Complaint, to the jurisdiction of the courts at the location of the principal office of the concerned registrar. The Complainant specifically does not waive any rights it may have to seek any other relief or remedy under any national or international laws which may be available in the courts of any relevant jurisdiction.

X. Other Legal Proceedings

(Rules, Paragraph 3(b)(xi))

- [16.] No other legal proceedings have been commenced or terminated in connection with or relating to the domain name that is the subject of this Complaint.

XI. Communications

(Rules Paragraph 3(b), Supplemental Rules, Paragraphs 3, 4, 12)

- [17.] This Complaint has been submitted to the Center in electronic form, including annexes, in the appropriate format.
- [18.] A copy of this Complaint has been transmitted to the concerned registrar on September 4, 2015 by email to compliance@publicdomainregistry.com, in accordance with paragraph 4(c) of the Supplemental Rules.

XII. Payment

(Rules, Paragraph 19; Supplemental Rules Paragraph 10, Annex D)

[19.] As required by the Rules and Supplemental Rules, payment in the amount of USD \$1,500 has been made by credit card.

XIII. Certification

(Rules, Paragraph 3(b)(xiii); Supplemental Rules, Paragraph 15)

- [20.] The Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the WIPO Arbitration and Mediation Center and Panelists, except in the case of deliberate wrongdoing, (b) the concerned registrar, (c) the registry administrator, (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents.
- [21.] The Complainant certifies that the information contained in this Complaint is to the best of the Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under the Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.

Respectfully submitted,

Focal PLLC

By: /s/Venkat Balasubramani
Venkat Balasubramani

By: /s/Joe Skocilich
Joe Skocilich

Date: September 4, 2015.

XIV. List of Annexes

(Rules, Paragraph 3(b)(xiv); Supplemental Rules, Paragraphs 4(a), 12(a), Annex E)

- [22.] The Rules provide that a Complaint or Response, including any annexes, shall be submitted electronically. Under the Supplemental Rules, there is a file size limit of 10MB (ten megabytes) for any one attachment, with an overall limit for all submitted materials of no more than 50MB (fifty megabytes).
- [23.] In particular, paragraph 12 and Annex E of the Supplemental Rules provides that, other than by prior arrangement with the Center, the size of any individual file (such as a document in Word, PDF or Excel format) transmitted to the Center in connection with any UDRP proceeding shall itself be no larger than 10MB. When larger amounts of data need to be transmitted, larger files can be “split” into a number of separate files or documents each no larger than 10MB. The total size of a Complaint or response (including any annexes) filed in relation to a UDRP dispute shall not exceed 50MB, other than in exceptional circumstances (including in the case of pleadings concerning a large number of disputed domain names) where previously arranged with the Center.

Annex 1: WHOIS record for <omegle.tv>

Annex 2: Publicdomainregistry.com Domain Name Registration Agreement

Annex 3: WHOIS record for <omegle.com>

Annex 4: New York Times Article about Omegle.com

Annex 5: SimilarWeb Statistics for Omegle.com

Annex 6: USPTO Database Record for OMEGLE trademark

Annex 7: OMEGLE Trademark Assignment

Annex 8: Dictionary Results for “omegle”

Annex 9: Screenshots of Respondent’s Website visited on August 26 2015

Annex 10: Screenshot of Complainant’s Website visited on August 26, 2015

Annex 11: Forbes Article about Omegle.com

ANNEX 1

Home > Whois Lookup > Omegle.tv

Whois Record for Omegle.tv

— Whois & Quick Stats

Email	chuhmanenkoaaa@gmail.com is associated with ~12 domains support@nic.ua is associated with ~32,042 domains	↻
Registrant Org	Chukhmanenko Aleksei Aleksandrovich is associated with ~8 other domains	↻
Registrar	PDR LTD. D/B/A PUBLICDOMAINREGISTRY.COM	
Registrar Status	clientTransferProhibited	
Dates	Created on 2013-10-17 - Expires on 2015-10-17 - Updated on 2014-09-14	↻
Name Server(s)	NS10.UADNS.COM (has 3,954 domains) NS11.UADNS.COM (has 3,954 domains) NS12.UADNS.COM (has 3,954 domains)	↻
IP Address	5.9.120.140 - 39 other sites hosted on this server	↻
IP Location	 - Bayern - Nuremberg - Hetzner Online Ag	
ASN	 AS24940 HETZNER-AS Hetzner Online GmbH (registered Jun 03, 2002)	
Whois History	41 records have been archived since 2012-12-23	↻
Whois Server	whois.publicdomainregistry.com	

— Website

Website Title	 Omegle random chat	↻
Server Type	nginx/1.4.4	
Response Code	200	
SEO Score	98%	
Terms	613 (Unique: 235, Linked: 4)	
Images	1 (Alt tags missing: 0)	
Links	4 (Internal: 2, Outbound: 0)	

OMEGLE001486

Whois Record (last updated on 2015-08-26)

Domain Name: OMEGLE.TV
Registry Domain ID:
Registrar WHOIS Server:
Registrar URL:
Updated Date: 2015-01-16T15:31:09Z
Creation Date: 2013-10-17T23:19:56Z
Registrar Registration Expiration Date: 2015-10-17T23:19:56Z
Registrar: PDR Ltd. d/b/a PublicDomainRegistry.com
Registrar IANA ID: DIRECT
Domain Status: clientTransferProhibited <https://icann.org/epp#clientTransferProhibited>
Registry Registrant ID:
Registrant Name: Chukhmanenko Aleksei Aleksandrovich
Registrant Organization: none
Registrant Street: ul. Fuchika 8, kv. 277
Registrant City: Kiev
Registrant State/Province: Kievskaiia
Registrant Postal Code: 03049
Registrant Country: UA
Registrant Phone: +380.935017315
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: chuhmanenkoaa@gmail.com
Registry Admin ID:
Admin Name: Chukhmanenko Aleksei Aleksandrovich
Admin Organization: none
Admin Street: ul. Fuchika 8, kv. 277
Admin City: Kiev
Admin State/Province: Kievskaiia
Admin Postal Code: 03049
Admin Country: UA
Admin Phone: +380.935017315
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: chuhmanenkoaa@gmail.com
Registry Tech ID:
Tech Name: NIC.UA Hostmaster
Tech Organization: NIC.UA LLC
Tech Street: PO BOX 147
Tech City: KYIV
Tech State/Province: KYIV
Tech Postal Code: 04050
Tech Country: UA
Tech Phone: +380.442329962
Tech Phone Ext:
Tech Fax: +380.445937569
Tech Fax Ext:
Tech Email: support@nic.ua
Name Server: ns10.uadns.com
Name Server: ns11.uadns.com
Name Server: ns12.uadns.com
DNSSEC:Unsigned
Registrar Abuse Contact Email:
Registrar Abuse Contact Phone:

OMEGLE001487

URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
 For more information on Whois status codes, please visit <https://icann.org/epp>

Registration Service Provided By: NIC.UA LLC

Tools

Whois History	
Hosting History	
Monitor Domain Properties	▼
Reverse Whois Lookup	▼
Reverse IP Address Lookup	▼
Reverse Name Server Lookup	▼
Network Tools	▼
Buy This Domain ▼	
Visit Website	

📄 Preview the Full Domain Report



View Screenshot History

Available TLDs

OMEGLE001488

General TLDs

Country TLDs

The following domains are available through our preferred partners. Select domains below for more information. (3rd party site)

- ☐ Taken domain.
☐ Available domain.
☐ Deleted previously owned domain.

[Omegle.com](#)[View Whois](#)[Omegle.net](#)[View Whois](#)[Omegle.org](#)[View Whois](#)[Omegle.info](#)[View Whois](#)[Omegle.us](#)[View Whois](#)

[Sitemap](#) [Blog](#) [Terms of Service](#) [Privacy Policy](#) [Contact Us](#) [Domain News](#) © 2015 DomainTools

ANNEX 2

DOMAIN REGISTRANT AGREEMENT

This Domain Registrant Agreement (hereinafter referred to as the “Agreement”) between you (“you”, “your” or “Registrant”) and the Registrar of the Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward (the “Order”) that you have registered/reserved through or transferred to Registrar, sets forth the terms and conditions of Registrar’s domain name registration service and other associated services as described herein.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you”, “your” and “Registrant” shall refer to such entity.

This Agreement explains our obligations to you, and your obligations to us in relation to each Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward that you have registered/reserved through or transferred to Registrar (“Order”), directly or indirectly, whether or not you have been notified about Registrar.

This Agreement will become effective when the term of your Order begins with Registrar and will remain in force until the Order remains as an active Order with Registrar. Registrar may elect to accept or reject the Order application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for a prohibited Order.

WHEREAS, Registrar is authorized to provide Internet registration and management services for domain names, for the list of TLDs mentioned within APPENDIX ‘U’;

AND WHEREAS, the Registrant is the Owner of a registration of a domain name (“the SLD”) in any of the TLDs mentioned within APPENDIX ‘U’, directly or indirectly;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registrar and the Registrant, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

(1) “Business Day” refers to a working day between Mondays to Friday excluding all Public Holidays.

(2) “Communications” refers to date, time, content, including content in any link, of all oral / transmitted / written communications / correspondence between Registrar, and the Registrant, and any Artificial Juridical Person, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity acting on their behalf.

(3) “Customer” refers to the customer of the Order as recorded in the OrderBox Database.

(4) “OrderBox” refers to the set of Servers, Software, Interfaces, Registrar Products and API that is provided for use directly or indirectly under this Agreement by Registrar and/or its Service Providers.

(5) “OrderBox Database” is the collection of data elements stored on the OrderBox Servers.

(6) “OrderBox Servers” refer to Machines / Servers that Registrar or its Service Providers maintain to fulfill services and operations of the OrderBox.

(7) “OrderBox User” refers to the Customer and any Agent, Employee, Contractee of the Customer or any other Legal Entity, that has been provided access to the “OrderBox” by the Customer, directly or indirectly.

(8) “Registrar” refers to the Registrar of record as shown in a Whois Lookup for the corresponding Order at the corresponding Registry Operator.

(9) “Registrar Products” refer to all Products and Services of Registrar which it has provided/rendered/sold, or is providing/rendering/selling.

(10) “Registrar Servers” refer to web servers, Mailing List Servers, Database Servers, OrderBox Servers, Whois Servers and any other Machines / Servers that Registrar or its Service Providers Operate, for the OrderBox, the Registrar Website, the Registrar Mailing Lists, Registrar Products and any other operations required to fulfill services and operations of Registrar.

(11) “Registrar Website” refers to the website of the Registrar.

(12) “Registry Operator” refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that is involved in the management of any portion of the registry of the TLD, including but not limited to policy formation, technical management, business relationships, directly or indirectly as an appointed contractor.

(13) “Resellers” – The Registrant may purchase the Order through a reseller, who in turn may purchase the same through a reseller and so on (collectively known as the “Resellers”).

(14) “Service Providers” refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that the Customer and/or Registrar and/or Service Providers (recursively) may, directly or indirectly, Engage / Employ / Outsource / Contract for the fulfillment / provision / purchase of Registrar Products, OrderBox, and any other services and operations of Registrar.

(15) “Whois” refers to the public service provided by Registrar and Registry Operator whereby anyone may obtain certain information associated with the Order through a “Whois Lookup”.

(16) “Whois Record” refers to the collection of all data elements of the Order, specifically its Registrant Contact Information, Administrative Contact Information, Technical Contact Information, Billing Contact Information, Nameservers if any, its Creation and Expiry dates, its Registrar and its current Status in the Registry.

(17) “Prohibited Persons (Countries, Entities, and Individuals)” refers to certain sanctioned countries (each a “Sanctioned Country”) and certain individuals, organizations or entities, including without limitation, certain “Specially Designated Nationals” (“SDN”) as listed by the government of the United States of America through the Office of Foreign Assets Control (“OFAC”), with whom all or certain commercial activities are prohibited. If you are located in a Sanctioned Country or your details match with an SDN entry, you are prohibited from registering or signing up with, subscribing to, or using any service of Parent.

2. OBLIGATIONS OF THE REGISTRANT

(1) The Registrant agrees to provide and maintain current, complete and accurate information of the Whois Record and all the data elements about the Order in the OrderBox Database and update them within seven (7) days of any change during the term of the Order, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation. Registrant agrees that provision of inaccurate or unreliable information, and/or Registrant’s failure to promptly update information provided to Registrar within seven (7) days of any change, or its failure to respond for over seven (7) days to inquiries by Registrar to the email address of the Registrant or any other contact listed for the Order in the OrderBox database concerning the accuracy of contact information associated with the Order shall be constituted as a breach of this Agreement and a basis for freezing, suspending, or deleting that Order.

(2) The Registrant agrees to the automatic email id verification process setup by the Registrar as mandated by ICANN WHOIS ACCURACY PROGRAM (<http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm#whois-accuracy>). Registrants have to verify their email id within fifteen (15) days of receiving notification by the Registrar / Registration Service Provider to the email address of the Registrant by clicking on the verification link. This verification process will be applicable to all new registrants post registration or transfer of a domain name and/or after modifying the email id of an existing registrant contact from Orderbox. Failure to complete the verification for over fifteen (15) days shall result in immediate suspension of

(1) respective domain name and it’s associated services;

(2) contact Id associated with the Registrants email id.

(3) The Registrant acknowledges that in the event of any dispute and/or discrepancy concerning the data elements of the Order in the OrderBox Database, the data element in the OrderBox Database records shall prevail.

(4) The Registrant acknowledges that the authentication information for complete control and management of the Order will be accessible to the Registry Operator, Service Providers, Resellers and the Customer. Any modification to the Order by the Resellers, Customer or Service Providers will be treated as if it is authorized by the Registrant directly. Registrar is not responsible for any modification to the Order by the Customer, Resellers, Registry Operator, or Service Providers.

(5) The Registrant acknowledges that all communication about the Order will be only done with the Customer or the Resellers of the Order. Registrar is not required to, and may not directly communicate with the Registrant during the entire term of the Order.

(6) Any Registrant that intends to license use of a domain name to a third party or a privacy/proxy service, is nonetheless the Registered Name holder of record and is responsible for

(1) providing its own complete contact information and for;

(2) providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the registered domain name.

The Registrant licensing use of the registered domain name according to this provision shall accept liability for harm caused by wrongful use of the registered domain name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the registrant reasonable evidence of actionable harm.

(7) Any Registrant that intends to license use of a domain name to a third party or a privacy/proxy service, shall represent that notice has been provided to the licensee or to any third-party individuals whose Personal Data is supplied to Registrar by the Registrant stating –

(1) The purposes for which any Personal Data collected from the licensee or from any third-party individuals;

(2) The intended recipients or categories of recipients of the data (including the Registrar, Registration Service provider, Registry Operator and others who will receive the data from Registry Operator);

(3) Which data is obligatory and which data is voluntary; and

(4) How the Registrant can access and, if necessary, rectify the data held about them.

(8) The Registrant confirms that they shall consent to the data processing referred to in subsection 2.(6)

(9) The Registrant confirms that they have obtained consent equivalent to that referred to in subsection 2.(7) from any third party individuals to whom the Registrant is licensing use of the registered domain name.

(10) The Registrant shall comply with all terms or conditions established by Registrar, Registry Operator and/or Service Providers from time to time.

(11) The Registrant must comply with all applicable terms and conditions, standards, policies, procedures, and practices laid down by ICANN (<https://www.icann.org/resources/pages/benefits-2013-09-16-en>) and the Registry Operator.

(12) During the term of this Agreement and for three years thereafter, the Registrant shall maintain the following records relating to its dealings with Registrar, Resellers and their Agents or Authorized Representatives:

(1) in electronic, paper or microfilm form, all written communications with respect to the Order;

(2) in electronic form, records of the accounts of the Order, including dates and amounts of all payments, discount, credits and refunds.

The Registrant shall make these records available for inspection by Registrar upon reasonable notice not exceeding 14 days.

3. REPRESENTATIONS AND WARRANTIES

Registrar and Registrant represent and warrant that:

(1) They have all requisite power and authority to execute, deliver and perform their obligations under this Agreement.

(2) This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation, enforceable against Registrant and Registrar in accordance with its terms.

(3) The execution, delivery, and performance of this Agreement and the consummation by Registrar and the Registrant of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate:

(1) any provision of law, rule, or regulation;

(2) any order, judgment, or decree;

(3) any provision of corporate by-laws or other documents;

(4) any agreement or other instrument.

(4) The execution, performance and delivery of this Agreement has been duly authorized by the Registrant and Registrar.

(5) No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated hereby.

The Registrant represents and warrants that:

- (1) the Registrant has read and understood every clause of this Agreement;
- (2) the Registrant has independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement; and
- (3) the Registrant is eligible, to enter into this Contract according to the laws of his country.

4. RIGHTS OF REGISTRAR, REGISTRY OPERATOR AND SERVICE PROVIDERS

(1) Registrar, Service Providers and Registry Operator may change any information, of the Order, or transfer the Order to another Registrant, or transfer the Order to another Customer, upon receiving any authorization from the Registrant, or the Customer, or Resellers as maybe prescribed by Registrar from time to time.

(2) Registrar, Service Providers and Registry Operator may provide/send any information, about the Registrant, and the Order including Authentication information:

- (1) to the Registrant;
- (2) to any authorised representative, agent, contractee, employee of the Registrant upon receiving authorization in any form as maybe prescribed by Registrar from time to time;
- (3) to the Customer, Resellers, Service Providers and Registry Operator;
- (4) to anyone performing a Whois Lookup for the Order.

(3) Registrar in its own discretion can at any point of time with reasonable notification temporarily or permanently cease to sell any Registrar Products.

(4) Registrar and the Registry Operator, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within 30 days of processing the same. In such case Registrar may refund the fees charged for the Order, after deducting any processing charges for the same.

(5) Notwithstanding anything to the contrary, Registrar, Registry Operator and Service Providers, in their sole discretion, expressly reserve the right to without notice or refund, delete, suspend, deny, cancel, modify, take ownership of or transfer the Order, or to modify, upgrade, suspend, freeze OrderBox, or to publish, transmit, share data in the OrderBox Database with any person or entity, or to contact any entity in the OrderBox Database, in order to recover any

Payment from the Registrant, Customer or Resellers, for any service rendered by Registrar including services rendered outside the scope of this agreement for which the Registrant, Customer or Reseller has been notified and requested to remit payment, or to correct mistakes made by Registrar, Registry Operator or Service Providers in processing or executing the Order, or in case of any breach of this Agreement, or in case Registrar learns of a possibility of breach or violation of this Agreement which Registrar in its sole discretion determines to be appropriate, or in case of Termination of this agreement, or if Registrar learns of any such event which Registrar reasonably determines would lead to Termination of this Agreement or would constitute as Breach thereof, or to protect the integrity and stability of the Registrar Products, OrderBox, and the Registry or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in accordance/compliance with any agreements executed by Registrar including but not limited to agreements with Service Providers, and/or Registry Operator, and/or Customers and/or Resellers, or to avoid any liability, civil or criminal, on the part of Registrar and/or Service Providers, and/or the Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Registrant and/or Agents or any other authorized representatives of the Registrant violate any applicable laws/government rules/usage policies, including but not limited to, intellectual property, copyright, patent, anti-spam, Phishing (identity theft), Pharming (DNS hijacking), distribution of virus or malware, child pornography, using Fast Flux techniques, running Botnet command and control, Hacking (illegal access to another computer or network), network attacks, money laundering schemes (Ponzi, Pyramid, Money Mule, etc.), illegal pharmaceutical distribution, or Registrar learns of the possibility of any such violation or upon appropriate authorization (what constitutes appropriate authorization is at the sole discretion of Registrar) from the Registrant or Customer or Reseller or their authorized representatives, or if Registrar, Registry Operator or Service Providers in their sole discretion determine that the information associated with the Order is inaccurate, or has been tampered with, or has been modified without authorization, or if Registrar or Service Providers in their sole discretion determine that the ownership of the Order should belong to another entity, or if Reseller/Customer/Registrant does not comply with any applicable terms and conditions, standards, policies, procedures, and practices laid down by Registrar, Service Providers, ICANN, the Registrar, the Registry Operator or for any appropriate reason. Registrar or Registry Operator, also reserve the right to freeze the Order during resolution of a dispute. The Registrant agrees that Registrar, Registry Operator and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Registrar, Registry Operator and Service Providers, are not liable for loss or damages that may result from any of the above.

(6) Registrar and Service Providers can choose to redirect an Order to any IP Address including, without limitation, to an IP address which hosts a parking page or a commercial search engine for the purpose of monetization, if an Order has expired, or is suspended, or does not contain valid Name Servers to direct it to any destination. Registrant acknowledges that Registrar and Service Providers cannot and do not check to see whether such a redirection, infringes any legal rights including but not limited to intellectual property rights, privacy rights, trademark rights, of Registrant or any third party, or that the content displayed due to such redirection is inappropriate, or in violation of any federal, state or local rule, regulation or law, or injurious to Registrant or any third party, or their reputation and as such is not responsible for any damages caused directly or indirectly as a result of such redirection.

(7) Registrar and Registry Operator has the right to rectify any mistakes in the data in the OrderBox Database with retrospective effect.

(8) Registrar has the right to change the registrar on record of the order to another registrar.

(9) Registrar shall provide notice to each new or renewed Registered Name Holder stating:

(1) The purposes for which any Personal Data collected from the applicant are intended;

(2) The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from the Registry Operator);

(3) Which data are obligatory and which data, if any, are voluntary and how the Registrant or data subject can access and, if necessary, rectify the data held about them.

(10) Registrar will not process the Personal Data collected from the Registered Name holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name holder.

(11) Registrar will take reasonable precautions to protect Personal Data provided by the Registered Name holder from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

(12) Registrar and Service Providers, in their sole discretion, expressly reserve the right to suspend an Order without prior notice, and/or delete an Order without issuing a refund, if the associated Registrant / Administrative / Technical / Billing Contact is located in a Sanctioned Country or his/her details, existing or modified, match with an SDN entry. The Registrant agrees that Registrar and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Registrar and Service Providers, are not liable for loss or damages that may result from any of the above.

5. DOMAIN NAME DISPUTE PROCESS

(1) The Registrant agrees that, if the use of the Order is challenged by a third party, the Registrant will be subject to the provisions of the appropriate Dispute policy for that Order as mentioned in the appropriate Appendix in effect at the time of the dispute. The Registrant agrees that in the event a dispute arises with any third party, the Registrant will indemnify and hold Registrar, Registry Operator and Service Providers harmless in all circumstances, and that Registrar, Registry Operator and Service Providers will have no liability of any kind for any loss or liability resulting from any such dispute, including the decision and final outcome of such dispute. If a complaint has been filed with a judicial or administrative body regarding the Registrant's use of the Order, the Registrant agrees not to make any changes to the Order without Registrar's prior approval. Registrar may not allow the Registrant to make changes to such Order until Registrar is directed to do so by the judicial or administrative body.

(2) Uniform Domain Name Dispute Resolution Policy (“UDRP”), identified on ICANN’s website <http://www.icann.org/en/help/dndr/udrp/policy>, has been adopted by all ICANN-accredited Registrars to resolve dispute proceedings arising from alleged abusive registrations of domain names (for example, cybersquatting). Holder of the trademark can exercise their right by filing a UDRP case with any of ICANN’s UDRP Service Providers listed at <http://www.icann.org/dndr/udrp/approved-providers.htm> to challenge ownership of the gTLD domain names.

(3) Uniform Rapid Suspension (“URS”) System, identified on ICANN’s website <http://newgtlds.icann.org/en/applicants/urs>, is a rights protection mechanism that complements the existing Uniform Domain-Name Dispute Resolution Policy (UDRP) by offering a lower-cost, faster path to relief for rights holders experiencing the most clear-cut cases of trademark infringement for gTLD domain names.

6. TERM OF AGREEMENT / RENEWALS

(1) The term of this Agreement shall continue until the registrant of the Order in the OrderBox database continues to be the Registrant and the Order continues to exist and the Order Registration term continues to exist.

(2) Registrant acknowledges that it is the Registrant’s responsibility to keep records and maintain reminders regarding the expiry of any Order. However, the Registrar will send domain Renewal notifications to the Registrant on record, either directly or through a Registration service provider, as per the schedule given on www.publicdomainregistry.com/renew/. As a convenience to the Registrant, and not as a binding commitment, we may notify the Customer, via an email message sent to the contact information associated with the Customer in the OrderBox database, about the expiry of the Order. Should renewal fees go unpaid for an Order, the Order will expire.

(3) Registrant acknowledges that after expiration of the term of an Order, Registrant has no rights on such Order, or any information associated with such Order, and that ownership of such Order now passes on to the Registrar. Registrar and Service Providers may make any modifications to said Order or any information associated with said Order. Registrar and Service Providers may intercept any network/communication requests to such Order and process them in any manner in their sole discretion. Registrar and Service Providers may choose to monetize such requests in any fashion at their sole discretion. Registrar and Service Providers may choose to display any appropriate message, and/or send any response to any user making a network/communication request, for or concerning said Order. Registrar and Service Providers may choose to delete said Order at anytime after expiry upon their sole discretion. Registrar and Service Providers may choose to transfer the ownership of the Order to any third party in their sole discretion. Registrant acknowledges that Registrar and Service Providers shall not be liable to Registrant or any third party for any action performed under this clause.

(4) Registrar at its sole discretion may allow the renewal of the Order after Order expiry, and such renewal term will start as on the date of expiry of the Order, unless otherwise specified. Such process may be charged separately at the price then prevailing for such a process as

determined by the Registrar in its sole discretion. Such renewal after the expiry of the Order may not result in exact reinstatement of the Order in the same form as it was prior to expiry.

(5) Registrar makes no guarantees about the number of days, after deletion of an Order, after which the same Order will once again become available for purchase.

(6) This Agreement shall terminate immediately in the event:

(1) Registrar's contract with the Service Providers for the fulfillment of such Order is terminated or expires without renewal;

(2) Registrar's contract with the Registry Operator is terminated or expires without renewal;

(3) Registry Operator ceases to be the Registry Operator for the particular TLD;

(4) of Registrant-Registrant Transfer as per Section 8;

(5) of Registrar-Registrar Transfer as per Section 9.

(7) Upon Termination of this Agreement, Registrar may delete/suspend/transfer/modify the Order and suspend OrderBox Users' access to the OrderBox with immediate effect, upon the sole discretion of Registrar.

(8) Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, unless specified otherwise. The Registrant however shall be liable for any damage arising from any breach by it of this Agreement.

7. FEES / RENEWAL

Payment of fees shall be governed as per the Payment Terms and Conditions set out in Appendix 'B.'

8. REGISTRANT – REGISTRANT TRANSFER

(1) Registrar may transfer the Order of the Registrant to another registrant under the following circumstances:

(1) authorization from the Registrant and/or their Agent or Authorized Representative in a manner prescribed by Registrar from time to time;

(2) authorization from the Customer and/or the Reseller in a manner prescribed by Registrar;

(3) on receiving orders from a competent Court or Law Enforcement Agency;

(4) for fulfillment of a decision in a domain dispute resolution;

(5) breach of Contract;

(6) termination of this Agreement;

(7) Registrar learns of any such event, which Registrar reasonably determines would lead to Termination of this Agreement, or would constitute as Breach thereof.

(2) Registrant acknowledges that Registrar cannot verify the authenticity of any information, authorization or instructions received in Section (8)(1). Upon receiving such authorization that Registrar in its absolute unfettered and sole discretion deems to be genuine, Registrar may transfer the Order. Registrar cannot be held liable for any such transfer under any circumstance including but not limited to fraudulent or forged authorization received by Registrar.

(3) In the above circumstances the Registrant shall extend full cooperation to Registrar in transferring the Order of the Registrant to another registrant including without limitation, handing over all data required to be stored by the Registrant as per Section 3(5), and complying with all requirements to facilitate a smooth transfer.

(4) The Registrant's Order may not be transferred until Registrar receives such written assurances or other reasonable assurance that the new registrant has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by Registrar in its sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determined by Registrar in its sole discretion) to the terms and conditions in this Agreement, any such transfer maybe considered by Registrar as null and void in its sole discretion.

9. REGISTRAR-REGISTRAR TRANSFER

(1) For generic top-level domains governed by ICANN, Registrant acknowledges and agrees that a domain name may not be transferred during the first sixty (60) days after initial registration or registrar transfer. Registrar may deny or prevent a transfer of a generic top-level domain Order to another registrar pursuant to the Inter-Registrar Transfer Policy.

(2) For country-code top-level domains, as established by each registry, Registrant acknowledges and agrees that during the first 60 days after initial registration of the Order, or after expiration of the Order, Registrant may not be able to transfer the Order to another registrar. Registrar may deny or prevent a transfer of an Order to another registrar in situations described in this Agreement including, but not limited to:

(1) a dispute over the identity of the domain name holder;

(2) bankruptcy; and default in the payment of any fees;

(3) any pending dues from the Customer or Resellers' or Registrant for any services rendered, whether under this agreement;

- (4) any pending Domain Dispute Resolution process with respect to the Order;
 - (5) if the Order has been locked or suspended by the Customer or Resellers;
 - (6) any situation where denying the transfer is permitted under the then applicable process and rules of transfer of domain names as laid out by the Registry Operator, Registrant acknowledges that it is their responsibility to research and acquaint themselves with these rules and any applicable changes from time to time;
 - (7) any other circumstance described in this Agreement; and
 - (8) for any other appropriate reason.
- (3) Registrar may request the Registrant or Administrative contact for authorization upon receiving a request to transfer the Order to another registrar. The Registrant agrees to provide such authorization to Registrar. Registrar, in its sole discretion will determine, if such authorization is adequate to allow the transfer.
- (4) Registrar may at its sole discretion lock or suspend the Order to prevent a domain transfer.
- (5) Registrar cannot be held liable for any domain name transferred away to another registrar, or for any denial of a transfer, in accordance with this Section 9 (Registrar-Registrar Transfer).

10. LIMITATION OF LIABILITY

IN NO EVENT WILL REGISTRAR, REGISTRY OPERATOR OR SERVICE PROVIDERS OR CONTRACTORS OR THIRD PARTY BENEFICIARIES BE LIABLE TO THE REGISTRANT FOR ANY LOSS OF REGISTRATION AND USE OF THE ORDER, OR FOR INTERRUPTIONS OF BUSINESS, OR ANY SPECIAL, INDIRECT, ANCILLARY, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF REGISTRAR AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REGISTRAR FURTHER DISCLAIMS ANY AND ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO:

- (1) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF AUTHENTICATION INFORMATION;
- (2) LOSS OR LIABILITY RESULTING FROM FORCE MAJEURE EVENTS AS STATED IN SECTION 21 OF THIS AGREEMENT;

(3) LOSS OR LIABILITY RESULTING FROM ACCESS DELAYS OR ACCESS INTERRUPTIONS;

(4) LOSS OR LIABILITY RESULTING FROM NON-DELIVERY OF DATA OR DATA MISS-DELIVERY;

(5) LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR REGISTRAR PRODUCT(S) PROVIDED UNDER THIS AGREEMENT;

(6) LOSS OR LIABILITY RESULTING FROM THE INTERRUPTION OF SERVICE.

If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against Registrar by the Registrant, then in no event will the liability of Registrar exceed actual amount received by Registrar for the Order minus direct expenses incurred with respect to the Order.

REGISTRANT ACKNOWLEDGES THAT THE CONSIDERATION RECEIVED BY REGISTRAR IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL THE LIABILITY OF REGISTRAR RELATING TO THIS AGREEMENT EXCEED TOTAL AMOUNT RECEIVED BY REGISTRAR IN RELATION TO THE ORDER.

11. INDEMNIFICATION

(1) The Registrant, at its own expense, will indemnify, defend and hold harmless, Registrar, Service Provider, Registry Operator, Resellers and the contactors, employees, directors, officers, representatives, agents and affiliates, of Registrar, Registry Operator, Service Providers, and Resellers against any claim, suit, action, or other proceeding brought against them based on or arising from any claim or alleged claim, of third parties relating to or arising under this Agreement, Registrar Products provided hereunder, or any use of the Registrar Products, including without limitation:

(1) infringement by the Registrant, or someone else using a Registrar Product with the Registrant's computer, of any intellectual property or other proprietary right of any person or entity;

(2) arising out of any breach by the Registrant of this Agreement;

(3) arising out of, or related to, the Order or use of the Order;

(4) relating to any action of Registrar as permitted by this Agreement;

(5) relating to any action of Registrar carried out on behalf of Registrant as described in this Agreement.

However, that in any such case Registrar may serve either of the Registrant with notice of any such claim and upon their written request, Registrar will provide to them all available information and assistance reasonably necessary for them to defend such claim, provided that they reimburse Registrar for its actual costs.

(2) Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registrant's prior written consent, which shall not be unreasonably withheld.

(3) The Registrant will pay any and all costs, damages, and expenses, including, but not limited to, actual attorneys' fees and costs awarded against or otherwise incurred by Registrar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

12. INTELLECTUAL PROPERTY

Subject to the provisions of this Agreement, each Party will continue to independently own his/her/its intellectual property, including all patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.

Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by Registrar to the Registrant, or by any disclosure of any Confidential Information to the Registrant under this Agreement.

Registrant shall further ensure that the Registrant does not infringe any intellectual property rights or other rights of any person or entity, or does not publish any content that is libelous or illegal while using services under this Agreement. Registrant acknowledges that Registrar cannot and does not check to see whether any service or the use of the services by the Registrant under this Agreement, infringes legal rights of others.

13. OWNERSHIP AND USE OF DATA

(1) You agree and acknowledge that Registrar owns all data, compilation, collective and similar rights, title and interests worldwide in the OrderBox Database, and all information and derivative works generated from the OrderBox Database.

(2) Registrar, Service Providers and the Registry Operator and their designees/agents have the right to backup, copy, publish, disclose, use, sell, modify, process this data in any form and manner as maybe required for compliance of any agreements executed by Registrar, or Registry Operator or Service Providers, or in order to fulfill services under this Agreement, or for any other appropriate reason.

14. DELAYS OR OMISSIONS; WAIVERS

No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing.

15. RIGHT TO SUBSTITUTE UPDATED AGREEMENT

(1) During the period of this Agreement, the Registrant agrees that Registrar may:

(1) revise the terms and conditions of this Agreement; and

(2) change the services provided under this Agreement

(2) Registrar, or the Registry Operator or any corresponding/designated policy formulating body may revise ANY of the Dispute policies, and eligibility criterias set forth in the various appendices as well as in any of the external URLs referenced within the appendices.

(3) Any such revision or change will be binding and effective immediately on posting of the revision on the Registrar Website or the corresponding URL referenced in this Agreement.

(4) The Registrant agrees to review the Registrar Website and all other URLs referenced in this Agreement, periodically, to be aware of any such revisions.

(5) The Registrant agrees that, continuing use of the services under this Agreement following any revision, will constitute as an acceptance of any such revisions or changes.

(6) The Registrant acknowledges that if the Registrant does not agree to any such modifications, the Registrant may terminate this Agreement within 30 days of such revision. In such circumstance Registrar will not refund any fees paid by the Registrant.

16. PUBLICITY

The Registrant shall not create, publish, distribute, or permit any written / Oral / electronic material that makes reference to us or our Service Providers or uses any of Registrar's registered

Trademarks / Service Marks or our Service Providers' registered Trademarks / Service Marks without first submitting such material to us and our Service Providers and receiving prior written consent.

The Registrant gives Registrar the right to use the Registrant names in marketing / promotional material with regards to Registrar Products to Visitors to the Registrar Website, Prospective Clients and existing and new customers.

17. TAXES

The Registrant shall be responsible for sales tax, consumption tax, transfer duty, custom duty, octroi duty, excise duty, income tax, and all other taxes and duties, whether international, national, state or local, however designated, which are levied or imposed or may be levied or imposed, with respect to this Agreement and the Registrar Products.

18. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, riot, war or military operations, national or local emergency, acts or directives or omissions of government or other competent authority, compliance with any statutory obligation or executive order, strike, lock-out, work stoppage, industrial disputes of any kind (whether or not involving either party's employees), any Act of God, fire, lightning, explosion, flood, earthquake, eruption of volcano, storm, subsidence, weather of exceptional severity, equipment or facilities breakages / shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of non performance as soon as possible.

19. ASSIGNMENT / SUBLICENSE

Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the Parties; provided, however, that any such successor or assign be permitted pursuant to the Articles, Bylaws or policies of Registrar.

The Registrant shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person/s except as provided for in Section 8 (REGISTRANT – REGISTRANT TRANSFER) or with the prior written consent of Registrar.

Registrant agrees that if Registrant licenses the use of the Order to a third party, the Registrant nonetheless remains the Registrant of record, and remains responsible for all obligations under this Agreement.

20. NO GUARANTY

The Registrant acknowledges that registration or reservation of the Order does not confer immunity from objection to the registration, reservation, or use of the Order.

21. DISCLAIMER

THE ORDERBOX, REGISTRAR SERVERS, OrderBox Servers, Registrar Website AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IS PROVIDED ON "AS IS" AND "WHERE IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND.

REGISTRAR AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND / OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS AND QUALITY/AVAILABILITY OF TECHNICAL SUPPORT.

REGISTRAR AND SERVICE PROVIDERS ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY IN CONNECTION WITH YOUR ACCESS TO, USE OF, ORDERBOX OR BY ACCESSING REGISTRAR SERVERS. WITHOUT LIMITING THE FOREGOING, REGISTRAR AND SERVICE PROVIDERS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT (A) ANY INFORMATION/DATA/DOWNLOAD AVAILABLE ON OR THROUGH ORDERBOX OR REGISTRAR SERVERS WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR ANYTHING ELSE MANIFESTING DESTRUCTIVE PROPERTIES; OR (B) THE INFORMATION AVAILABLE ON OR THROUGH THE ORDERBOX/REGISTRAR SERVERS WILL NOT CONTAIN ADULT-ORIENTED MATERIAL OR MATERIAL WHICH SOME INDIVIDUALS MAY DEEM OBJECTIONABLE; OR (C) THE FUNCTIONS OR SERVICES PERFORMED BY REGISTRAR AND SERVICE PROVIDERS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE ORDERBOX WILL BE CORRECTED; OR (D) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR (E) THE SERVICES PROVIDED UNDER THIS AGREEMENT OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA. OR (F) YOU WILL RECEIVE NOTIFICATIONS, REMINDERS OR ALERTS FOR ANY EVENTS FROM THE SYSTEM INCLUDING BUT NOT LIMITED TO ANY MODIFICATION TO YOUR ORDER, ANY TRANSACTION IN YOUR ACCOUNT, ANY EXPIRY OF AN ORDER.

REGISTRAR AND SERVICE PROVIDERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OF THE INFORMATION AVAILABLE OR WITH RESPECT TO ITS LEGITIMACY, LEGALITY, VALIDITY, QUALITY, STABILITY, COMPLETENESS, ACCURACY OR RELIABILITY. REGISTRAR AND SERVICE PROVIDERS DO NOT ENDORSE, VERIFY OR OTHERWISE CERTIFY THE CONTENT OF ANY SUCH INFORMATION. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS, AS TO IMPLIED WARRANTIES, MAY NOT APPLY TO YOU.

FURTHERMORE, REGISTRAR NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE ORDERBOX, ORDERBOX SERVERS, REGISTRAR WEBSITE AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

22. JURISDICTION & ATTORNEY'S FEES

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Country, State and City where Registrar is incorporated, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in city, state, country where Registrar is incorporated. Registrar reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office, or Place of Management/Residence of the Registrant is situated as per the laws of that Country/State/District.

If any legal action or other legal proceeding relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

For the adjudication of disputes concerning or arising from use of the Order, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile and (2) the Registrar's country of incorporation.

23. MISCELLANEOUS

(1) Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.

(2) There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

(3) The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.

(4) This Agreement shall inure to the benefit of and be binding upon Registrar and the Registrant as well as all respective successors and permitted assigns.

(5) Survival: In the event of termination of this Agreement for any reason, Sections 1, 2, 4, 5, 6, 7, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 9, 10, 11, 12, 13, 14, 16, 17, 18, 21, 22, 23, 23(3), 23(5), 23(7), 23(11), 24(2) and all of Appendix A, and all Sections of Appendix B, and Sections 1, 2, 3 of Appendix W shall survive.

(6) This Agreement does not provide and shall not be construed to provide third parties (i.e. non-parties to this Agreement), with any remedy, claim, and cause of action or privilege against Registrar.

(7) The Registrant, Registrar, its Service Providers, Registry Operator, Resellers, and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, and sales representative or employment relationship between the parties.

(8) Further Assurances: Each Party hereto shall execute and/or cause to be delivered to the other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated / carried out, by / as a result of, this Agreement.

(9) Construction: The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(10) Entire Agreement; Severability: This Agreement, including all Appendices constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

(11) The division of this Agreement into Sections, Subsections, Appendices, Extensions and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used in the construction or interpretation of this Agreement.

(12) This agreement may be executed in counterparts.

(13) Language. All notices, designations, and specifications made under this Agreement shall be made in the English Language only.

(14) Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Mumbai, India (IST) i.e. GMT+5:30

24. BREACH

In the event that Registrar suspects breach of any of the terms and conditions of this Agreement:

(1) Registrar can immediately, without any notification and without assigning any reasons, suspend / terminate the Registrants access to the OrderBox Server.

(2) The Registrant will be immediately liable for any damages caused by any breach of any of the terms and conditions of this Agreement.

(3) Registrar can immediately, without any notification and without assigning any reasons, delete / suspend / terminate / freeze the Order.

25. NOTICE

(1) Any notice or other communication required or permitted to be delivered to Registrar under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered when delivered to contact address specified on the Registrar Website by registered mail or courier. Any communication shall be deemed to have been validly and effectively given, on the date of receiving such communication, if such date is a Business Day and such delivery was made prior to 17:30 (Indian Standard Time) and otherwise on the next Business Day.

(2) Any notice or other communication required or permitted to be delivered to the Registrant under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, given and received when delivered to contact address of the Registrant in the OrderBox Database.

(3) Any notice or other communication to be delivered to any party via email under this agreement shall be deemed to have been properly delivered if sent in case of Registrar to its Legal Contact mentioned on the Registrar Website and in case of the Registrant to their respective email address in the OrderBox Database.

APPENDIX 'A'

TERMS AND CONDITIONS OF ORDERBOX USAGE

This Appendix A covers the terms of access to the OrderBox. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

1. ACCESS TO OrderBox

- (1) Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend OrderBox Users' access to the OrderBox in the event of significant degradation of the OrderBox, or at any time Registrar may deem necessary.
- (2) Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the OrderBox from time to time.
- (3) Access to the OrderBox is controlled by authentication information provided by Registrar. Registrar is not responsible for any action in the OrderBox that takes place using this authentication information whether authorized or not.
- (4) Registrar is not responsible for any action in the OrderBox by a OrderBox User.
- (5) OrderBox User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the OrderBox including, without Limitation temporary / permanent slow down of the OrderBox, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the OrderBox and architecture needed to continue operation thereof.
- (6) OrderBox User will not send or cause the sending of repeated unreasonable network requests to the OrderBox or establish repeated unreasonable connections to the OrderBox. Registrar will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable number of requests or connections.
- (7) OrderBox User will take reasonable measures and precautions to ensure secrecy of authentication information.
- (8) OrderBox User will take reasonable precautions to protect OrderBox Data from misuse, unauthorized access or disclosure, alteration, or destruction.
- (9) Registrar shall not be responsible for damage caused due to the compromise of your Authentication information in any manner OR any authorized/unauthorized use of the Authentication Information.
- (10) Registrar shall not be liable for any damages due to downtime or interruption of OrderBox for any duration and any cause whatsoever.
- (11) Registrar shall have the right to temporarily or permanently suspend access of a OrderBox User to the OrderBox if Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the OrderBox, or learns of any possible misuse that has occurred, or will occur with respect to a OrderBox User.
- (12) Registrar and Service Providers reserve the right to, in their sole discretion, reject any request, network connection, e-mail, or message, to, or passing through, OrderBox

2. Terms of USAGE OF ORDERBOX

(1) Registrant, or its contractors, employees, directors, officers, representatives, agents and affiliates and OrderBox Users, either directly or indirectly, shall not use or permit use of the OrderBox, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or to promote adult-oriented or “offensive” material, or related to any unsolicited bulk e-mail directly or indirectly (such as by referencing an OrderBox provided service within a spam email or as a reply back address), or related to ANY unsolicited marketing efforts offline or online, directly or indirectly, or in a manner injurious to Registrar, Registry Operator, Service Providers or their Resellers, Customers, or their reputation, including but not limited to the following:

(1) Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.);

(2) posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic);

(3) sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider;

(4) offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses (“spamware”);

(5) advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software;

(6) harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Registrar;

(7) impersonating another user or entity or an existing company/user/service or otherwise falsifying one’s identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere;

(8) using OrderBox services to point to or otherwise direct traffic to, directly or indirectly, any material that, in the sole opinion of Registrar, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Registrar, to be threatening or obscene or inappropriate;

(9) using OrderBox directly or indirectly for any of the below activities activities:

(1) transmitting Unsolicited Commercial e-mail (UCE);

- (2) transmitting bulk e-mail;
- (3) being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist;
- (4) posting bulk Usenet/newsgroup articles;
- (5) Denial of Service attacks of any kind;
- (6) excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Registrar in its sole discretion;
- (7) copyright or trademark infringement;
- (8) unlawful or illegal activities of any kind;
- (9) promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse);
- (10) causing lossage or creating service degradation for other users whether intentional or inadvertent.

(2) Registrar in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.

(3) Data in the OrderBox Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Registrar:

- (1) to perform services contemplated under this agreement; and
- (2) to communicate with Registrar on any matter pertaining to Registrar or its services.
- (4) data in the OrderBox Database cannot specifically be used for any purpose listed below:

- (1) Mass Mailing or SPAM; and
- (2) selling the data.

APPENDIX 'B'

PAYMENT TERMS AND CONDITIONS

- (1) Registrar will accept payment for the Order from the Customer or Resellers.
- (2) Registrant can refer to www.publicdomainregistry.com/pricing/ for fee charged by the Registrar for the Order. The Registrant acknowledges that the Registrar or the Registration

Service Provider for the domain reserves the right to change the pricing without any prior notification.

(3) In the event that a payment made via Credit Card or the payment instrument sent by the Customer or Reseller bounces due to Lack of Funds or any other Reason, then

(1) Registrar may immediately suspend OrderBox Users' access to the OrderBox

(2) Registrar has the right to terminate this agreement with immediate effect and without any notice.

(4) Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may delete, suspend, deny, cancel, modify, take ownership of or transfer any or all of the Orders placed of the Registrant as well as stop / suspend / delete / transfer any Orders currently being processed.

(5) Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may Transfer all Orders placed by the Registrant to another Customer, or under Registrar's account.

(6) Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may levy reasonable additional charges for the processing of the Charge-back / Payment Reversal in addition to actual costs of the same.

(7) Registrar shall have the right to initiate any legal proceedings against the Registrant to recover any such liabilities.

APPENDIX 'C'

.COM/.NET/.ORG SPECIFIC CONDITIONS

If the Order is a .COM/.NET/.ORG domain name, the Registrant, must also agree to the following terms:

1. 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:

(1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;

(2) the primary nameserver and secondary nameserver(s), if any for the domain name;

(3) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;

(4) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

(5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

2. DOMAIN NAME DISPUTE POLICY

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

APPENDIX 'D'

.BIZ SPECIFIC CONDITIONS

If the Order is a .BIZ domain name, the Registrant, must also agree to the following terms:

1. CONDITIONS FOR .BIZ REGISTRATIONS

(1) 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:

(1) to exchange goods, services, or property of any kind;

(2) in the ordinary course of trade or business; or

(3) to facilitate:

(1) the exchange of goods, services, information, or property of any kind; or

(2) the ordinary course of trade or business.

(2) 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.

2. CERTIFICATION FOR .BIZ REGISTRATIONS

(1) 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 exclusively for personal use or solely for the purposes of selling, trading or leasing the domain name for compensation, or 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>.

(2) The domain name Registrant has the authority to enter into the registration agreement.

(3) 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

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:

(1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;

(2) the primary nameserver and secondary nameserver(s), if any for the domain name;

(3) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;

(4) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

(5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

4. DOMAIN NAME DISPUTE POLICY

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference.

The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.

The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>

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 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.

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.

APPENDIX ‘E’

.INFO DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .INFO domain name, the Registrant, must also agree to the following terms:

(1) Registrant agrees to submit to proceedings under ICANN’s Uniform Domain Name Dispute Policy (UDRP) as laid out at <http://www.icann.org/udrp/udrp.htm> and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are available at <http://www.afilias.info>. These policies are subject to modification.

(2) Registrant acknowledges that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation:

(1) the ability or inability of a registrant to obtain a Registered Name during these periods, and

(2) the results of any dispute over a Sunrise Registration.

APPENDIX ‘F’

.NAME SPECIFIC CONDITIONS

If the Order is a .NAME domain name, or a .NAME Email Forward, the Registrant, must also agree to the following terms:

1. .NAME REGISTRATION RESTRICTIONS

Domain Name and Email Forward Registrations in the .NAME TLD must constitute an individual's "Personal Name". For purposes of the .NAME restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

2. .NAME CERTIFICATIONS

As a .NAME domain name or Email Forward Registrant, you hereby certify to the best of your knowledge that the SLD is your Personal Name.

3. 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 the information contained in the Whois directory, including:

- (1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
- (2) the primary nameserver and secondary nameserver(s), if any for the domain name;
- (3) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
- (4) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- (5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

4. DISPUTE POLICY

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference:

- (1) the Eligibility Requirements (the "Eligibility Requirements"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;
- (2) the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>; and

(3) the Uniform Domain Name Dispute Resolution Policy (the “UDRP”), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>

The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD email addresses will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding or during the landrush procedures in connection with the opening of the Registry TLD. The following categories of Personal Name Registrations may be registered:

- (1) the Personal Name of an individual;
- (2) the Personal Name of a fictional character, if you have trademark or service mark rights in that character’s Personal Name;
- (3) in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names.

The ERDRP applies to challenges to:

- (1) registered domain names and SLD email address registrations within .NAME on the grounds that a Registrant does not meet the Eligibility Requirements, and
- (2) to Defensive Registrations within .NAME.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than Global Name Registry (“Registry Operator”) or Registrar over the registration and use of an Internet domain name registered by a Registrant.

5. .NAME EMAIL FORWARD ADDITIONAL CONDITIONS

If the Order is a .NAME email forward, the Registrant, must also agree to the following additional terms and conditions:

- (1) You acknowledge that you are responsible for all use of Email Forwarding, including the content of messages sent through Email Forwarding.
- (2) You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and email usage.
- (3) Without prejudice to the foregoing, you undertake not to use Email Forwarding:
 - (1) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;

(2) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;

(3) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or

(4) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list

(4) Users are not permitted to provide false names or in any other way to pose as somebody else when using Email Forwarding.

(5) Registry Operator reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry Operator's Email Forwarding.

(6) On discontinuing Email Forwarding, Registry Operator is not obliged to store any contents or to forward unsent email to you or a third party.

APPENDIX 'G'

.NAME DEFENSIVE REGISTRATIONS SPECIFIC CONDITIONS

If the Order is a .NAME Defensive Registration, the Registrant, must also agree to the following terms:

1. DEFENSIVE REGISTRATIONS

Defensive Registrations allow owners of nationally registered marks to exclusively pre-register on the .NAME space and create a protective barrier for their trademarks. A "Defensive Registration" is a registration granted to a third party of a specific string on the second or third level, or of a specific set of strings on the second and third levels, which will not resolve within the domain name system but may prevent the registration of the same string(s) on the same level(s) by other third party applicants.

2. PHASES OF DEFENSIVE REGISTRATIONS

(1) As a Defensive Registration Registrant ("Defensive Registrant"), you hereby certify to the best of your knowledge that for Phase I Defensive Registrations ("Phase I Defensive Registrants"), you own valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001 for strings that are identical to the textual or word elements, using ASCII characters only, subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD. You understand that trademark or

service mark registrations from the supplemental or equivalent Registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.

(2) Phase II Defensive Registrants may apply for a Defensive Registration for any string or combination of strings.

(3) Defensive Registrants, whether Phase I or Phase II shall comply with the following Eligibility Requirements, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>, the summary of which is as follows:

(1) There are two levels of Defensive Registrations, each of which is subject to payment of a separate fee;

(2) Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee;

(3) The Defensive Registrant must provide the information requested in Section 3(i) below;

(4) A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string.

3. 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. You must provide contact information, including name, email address, postal address and telephone number, for use in disputes relating to the Defensive Registration. You understand and agree that this contact information will be provided as part of the Whois record for the Defensive Registration. You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

In addition to the information provided in subsection 1. above, Phase I Defensive Registrants must also provide:

(1) the name, in ASCII characters, of the trademark or service mark being registered;

(2) the date the registration issued;

(3) the country of registration; and

(4) the registration number or other comparable identifier used by the registration authority.

4. DISPUTE POLICY

If you registered a Defensive Registration, you agree that:

- (1) the Defensive Registration will be subject to challenge pursuant to the Eligibility Requirements Dispute Resolution Policy (“ERDRP”);
- (2) if the Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registrant will pay the challenge fees; and
- (3) if a challenge is successful, then the Defensive Registration will be subject to the procedures described in Section 2(h) of Appendix L to the agreement of Global Name Registry (“Registry Operator”) with the Internet Corporation for Assigned Names and Numbers (“ICANN”), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;
- (4) if a Phase I Defensive Registration is successfully challenged on the basis that it did not meet the applicable Eligibility Requirements, the Defensive Registrant will thereafter be required to demonstrate, at its expense, that it meets the Eligibility Requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .NAME through any Registrar. In the event that the Defensive Registrant is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled;
- (5) The ERDRP applies to, among other things, challenges to Defensive Registrations within .NAME and is available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>.

5. CONSENT

Defensive Registrants may be asked to give their consent to allow individuals to share a part of their space. For example, if you have filed a Defensive Registration on PQR (which blocks out ANYSTRING.PQR.name and PQR.ANYSTRING.name), you may be asked to give consent to John Pqr to register JOHN.PQR.name if he can prove that PQR is his name. In such a circumstance, you will have five (5) days to respond to a request for consent.

APPENDIX ‘H’

.US DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .US domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

- (1) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;

(2) you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder;

(3) you agree that failure to abide by the usTLD Nexus Requirements Policy shall be a basis for cancellation of the domain (<http://www.neustar.us/the-ustld-nexus-requirements/>);

(4) you are of legal age to enter into this Agreement;

(5) you agree to comply with all . usTLD Administrator Reservation of Rights policy displayed at <http://www.neustar.us/ustld-administrator-reservation-of-rights/> and the Policy Statement by usTLD Administrator displayed at <http://www.neustar.us/policy-statement-by-ustld-administrator/>

(6) you agree to comply with the usTLD Acceptable Use Policy displayed at <http://www.neustar.us/ustld-acceptable-use-policy/>

(7) you agree to comply with all Registry Operator policies regarding the use of proxy domain name services. You further agree that if you license the use of a domain name to a third party you are nonetheless the Registered Name Holder and are responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information pursuant to the Registration Agreement and that you shall accept liability for harm caused by wrongful use of the domain.

(8) you certify that the Registered Name Holder meets the requirements set out in the usTLD Nexus Requirements Policy (<http://www.neustar.us/the-ustld-nexus-requirements/>) and that the Registered Name Holder is either:

(1) a citizen or permanent resident of the United States of America or any of its possessions or territories, whose primary place of domicile is in the United States of America or any of its possessions; or

(2) a United States entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States, or a political subdivision thereof); or

(3) a foreign entity or organization that has a bona fide presence in the United States

(9) you consent to the data processing as required by the Whois Accuracy Program Specification (<http://www.neustar.us/data-accuracy/>) and the .US Privacy Policy (<http://www.neustar.us/us-privacy-statement-v-2/>).

2. 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:

- (1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
- (2) the primary nameserver and secondary nameserver(s), if any for the domain name;
- (3) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
- (4) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- (5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and
- (6) any other data NeuStar, as the Registry, requires be submitted to it, including specifically information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.).

3. GOVERNMENT USE OF DATA

You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

4. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under Domain Dispute policies set forth by Neustar. These policies are available at <http://www.neustar.us> and are hereby incorporated and made an integral part of this Agreement.

5. SUSPENSION, CANCELLATION OR TRANSFER

Your registration of the domain name shall be subject to suspension, cancellation, or transfer:

- (1) pursuant to any usTLD Administrator adopted specification or policy, or pursuant to any registrar or usTLD Administrator procedure not inconsistent with a usTLD Administrator adopted specification or policy; or
- (2) to correct mistakes by Registrar or the usTLD Administrator in registering the name; or

(3) for the resolution of disputes concerning the domain name.

APPENDIX 'I'

.IN DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .IN domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

(1) neither the registration of the domain name nor the manner in which it is directly or indirectly used, infringes the legal rights of any third party, breaks any applicable laws or regulations, including discrimination on the basis of race, language, sex or religion, is used in bad faith or for any unlawful purpose;

(2) your registered domain name is not contrary to public policy and the content of the website does not violate any Indian Laws.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the dispute policies as decided by the .IN Registry and published at <http://www.registry.in> that are incorporated herein and made a part of this Agreement by reference.

APPENDIX 'J'

.EU DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .EU domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

(1) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;

(2) you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder;

(3) you are registering an .eu domain name as either:

(1) an undertaking having its registered office, central administration or principal place of business within the European Union Community; or

(2) an organisation established within the EU Community without prejudice to the application of national law; or

(3) a natural person resident within the EU Community.

(4) you are of legal age to enter into this Agreement; and

(5) you agree to comply with all applicable laws, regulations and policies of the .EU Registry. The details of the same can be obtained from <http://www.eurid.eu/>.

2. 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:

(1) the full name of the Registrant; where no name of a company or organisation is specified, the individual requesting registration of the Domain Name will be considered the Registrant; if the name of the company or the organisation is specified, then the company or organisation is considered the Registrant;

(2) address and country within the European Union Community:

(1) where the registered office, central administration or principal place of business of the undertaking of the Registrant is located; or

(2) where the organisation of the Registrant is established; or

(3) where the Registrant resides;

(3) e-mail address of the Registrant;

(4) the telephone number where the Registrant can be contacted.

3. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under Domain Dispute policies set forth by the EU Registry. These policies are available in the EU Regulation 874/2004 at <http://www.eurid.eu> and are hereby incorporated and made an integral part of this Agreement.

5. SUSPENSION, CANCELLATION OR TRANSFER

Your registration of the domain name shall be subject to suspension, cancellation, or transfer:

(1) pursuant to the rules set forth by the EU Registry within the EU Regulation 874/2004 or any other policy listed at <http://www.eurid.eu/>; or

- (2) to correct mistakes by Registrar or the EU Registry in registering the name; or
- (3) for the resolution of disputes concerning the domain name.

APPENDIX 'K'

PRIVACY PROTECTION SERVICE SPECIFIC CONDITIONS

1. DESCRIPTION OF SERVICES

The Privacy Protection Service hides the contact details of the actual owner from appearing in the Whois Lookup Result of his domain name.

2. IMPLEMENTATION DETAILS

(1) Registrant acknowledges and agrees that the contact information being displayed in the Whois of a privacy protected Domain Order will be those designated by the Registrar, and

(1) any mail received via post at this Address would be rejected;

(2) any telephone call received at this Telephone Number, would be greeted with an electronic answering machine requesting the caller to email the email address listed in the Whois of this privacy protected domain name;

(3) the sender of any email to an email address listed in the Whois of this privacy protected domain name, will get an automated response email asking them to visit the URL <http://www.privacyprotect.org/> to contact the Registrant, Administrative, Billing or Technical Contact of a privacy protected domain name through an online form. This message would be relayed as an email message via <http://www.privacyprotect.org/> to the actual Registrant, Administrative, Billing or Technical Contact email address in the OrderBox Database.

(2) Registrant agrees that we can not guarantee delivery of messages to either the Registrant, Administrative, Billing, Technical Contact, or Customer of a privacy protected Order, and that such message may not be delivered in time or at all, for any reason whatsoever. Registrar and Service Providers disclaim any and all liability associated with non-delivery of any messages relating to the Domain Order and this service.

(3) Registrant understands that the Privacy Protection Service is only available for certain TLDs.

(4) Irrespective of whether Privacy Protection is enabled or not, Registrants are required to fulfill their obligations of providing true and accurate contact information as detailed in the Agreement.

(5) Registrant understands and acknowledges that Registrar in its sole, unfettered discretion, can discontinue providing Privacy Protection Services on the Order for any purpose, including but not limited to:

(1) when required by a valid court order;

- (2) when required by the applicable registry rules or policies;
 - (3) pursuant to any applicable laws, government rules or requirements, requests of law enforcement agency;
 - (4) when the registrant fails to renew the service;
 - (5) when required to respond to an ICANN approved UDRP or URS service provider;
 - (6) when a domain name is suspended for a violation of Registrar-Registrant agreement, Acceptable usage policy, or other Terms of services applicable to the customer, domain name or whois privacy service;
 - (7) for any other reason that Registrar in its sole discretion deems appropriate to switch off the Privacy Protection Services.
- (6) Registrant understands and acknowledges that Registrar in its sole, unfettered discretion, can DISCLOSE the underlying registrant data to a requesting party in the following circumstances:
- (1) When required to comply with the applicable registry rules or policies;
 - (2) When required to respond to a valid subpoena or warrant;
 - (3) On receiving information request from a Law Enforcement Agency or any Government body authorized to act on behalf of the Law Enforcement Agency.

3. INDEMNITY

Registrant agrees to release, defend, indemnify and hold harmless Registrar, Service Providers, PrivacyProtect.org, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to the Privacy Protection services provided hereunder.

APPENDIX 'L'

.UK DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .UK domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .UK domain name, involves you contracting with the Nominet which is the .UK Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.nominet.org.uk/go/terms>.

(2) you agree to comply with all applicable laws, regulations and policies of Nominet available on their website at <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>.

2. EXPIRED DOMAIN POLICY

.UK domain owner can contact the Registrar of their domain name upto 6 months prior to domain expiry date to get their domain name renewed. Not renewing .UK domain name before its expiry date will result in suspension of the domain registration and other services associated with the domain name. After the expiry, .UK domain name will enter the renewal grace period of 90 days and Registrar will allow the domain owner to renew their domain name at normal renewal price for this period. If the domain name is not renewed within the 90 day period, it will be deleted and made available for fresh registration by .UK registry.

3. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under the Dispute Resolution Service Policy set forth by Nominet. These policies are available at <http://www.nominet.org.uk/disputes/when-use-drs/policy-and-procedure> and are hereby incorporated and made an integral part of this Agreement.

APPENDIX 'M'

.TRAVEL DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .TRAVEL domain name, the Registrant, must also agree to the following terms:

1. PROVISION OF REGISTRATION DATA

Over and above the obligations already described in this Agreement, you are required to provide us the UIN (Unique Identification Number), as issued by the .TRAVEL Registry to an entity that is eligible to hold a .travel domain name.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current .TRAVEL TLD Charter Eligibility Dispute Resolution Policy as well as the Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/> that are incorporated herein and made a part of this Agreement by reference.

APPENDIX 'N'

.WS DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .WS domain name, the Registrant, must also agree to the following terms:

1. GOVERNMENT USE OF DATA

You understand and agree that the .WS Registry shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by You. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

APPENDIX 'O'

.COOP DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .COOP domain name, the Registrant, must also agree to:

(1) the terms and conditions of the .COOP Registration Agreement with the .COOP Sponsor DCLLC (DotCoop Limited Liability Company), available at http://www.nic.coop/media/3345/111102_-_registration_agreement.pdf; and

(2) the Verification & Eligibility Policy available at <http://www.nic.coop/media/1571/Verificationpolicy.pdf>; and

(3) the Charter Eligibility Dispute Resolution Policy ("CEDRP") and DotCoop Domain Name Dispute Resolution Policy ("DCDRP") found at <http://www.nic.coop/dispute.asp>; and

(4) the Transfer Policy found at <http://www.nic.coop/media/1509/DotCoop%20Policy%20on%20Transfer%20of%20Registrations%20between%20Registrars.pdf>

all of the above included herein by reference.

Where there is a conflict, contradiction or inconsistency between the provisions of this Appendix (.COOP DOMAIN NAME SPECIFIC CONDITIONS) and this DOMAIN REGISTRANT AGREEMENT, the provisions of this Appendix shall prevail in respect of all .COOP domain name registrations only.

In particular we draw the following to your attention:

1. ELIGIBILITY AND PRIVACY

You agree:

(1) to meet all eligibility requirements mandated by .COOP Sponsor for registration of a .COOP name, as set forth in the .COOP Charter set out in <http://www.icann.org/tlds/agreements/coop/sponsorship-agmt-att1-05nov01.htm>.

(2) in the event you are found not to be entitled to register a .COOP domain name for failure to meet .COOP Sponsor eligibility requirements, that the domain name may not be registered (and, if already registered, it will be deleted). You release the .COOP Sponsor from any and all liability stemming from deletion of any domain name. Deleted .COOP names will be returned to the pool of names available for registration. The privacy statement, located on the .COOP Sponsor's Web site at http://www.nic.coop/media/5687/privacy_policy_-_120328.pdf and incorporated herein by reference sets forth your and the .COOP Sponsor's rights and responsibilities with regard to your personal information.

2. APPLICABLE POLICIES

You agree to adhere to the .COOP policies set forth on <http://www.nic.coop>, including but not limited to the requirement that third-and-higher-level domain names within your second level domain may only be used internally by you (absent a written license from the .COOP Sponsor).

3. 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 the .COOP Sponsor's dispute policy as found at http://www.nic.coop/media/3042/.coop_dispute_policy.pdf as it may be modified 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 your .COOP Registrar and the .COOP Sponsor harmless pursuant to the terms and conditions set forth in the .COOP Domain Name Specific Conditions. If the .COOP Registrar or Sponsor 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 prior approval. Registrar may not allow you to make changes to such domain name record until (i) Registrar is directed to do so by the judicial or administrative body, or (ii) Registrar receives notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled.

APPENDIX 'P'

CentralNIC DOMAIN NAME SPECIFIC CONDITIONS

If the Order is either a AE.ORG, .BAR, BR.COM, CN.COM, COM.DE, DE.COM, EU.COM, GB.COM, GB.NET, GR.COM, HU.COM, .INK, JPN.COM, KR.COM, .LA, NO.COM, QC.COM, .REST, RU.COM, SA.COM, SE.COM, SE.NET, UK.COM, UK.NET, US.COM, UY.COM, .WIKI, .XYZ, ZA.COM, .LOVE, .COLLEGE or .DESIGN domain name, the Registrant, must also agree to the following terms:

1. GOVERNMENT USE OF DATA

You understand and agree that CentralNic shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

2. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under Domain Dispute policies set forth by CentralNic. These policies are available at <http://www.centralnic.com> and are hereby incorporated and made an integral part of this Agreement.

APPENDIX 'Q'

.MOBI DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .MOBI domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .MOBI domain name, involves you contracting with mTLD which is the .MOBI Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://mtld.mobi/system/files/Registrar-Registrant+Agreement+Text+%5BJan+09+revision%5D.pdf>.

(2) you agree to comply with all applicable laws, regulations and policies of mTLD available on their website at <http://www.mtld.mobi/>.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

APPENDIX 'R'

.ASIA DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .ASIA domain name, the Registrant, must also agree to the following terms:

1. DEFINITIONS

(1) “Charter Eligibility Declaration Contact” (“CED Contact”) is a contact that is designated to make the declaration that it meets the Charter Eligibility Requirement for registering a .ASIA domain name.

(2) “Charter Eligibility Requirement” means the eligibility requirement set out in the .ASIA Charter, that the Registered Name Holder is required to comply with. The policy for such requirement, the “Charter Eligibility Requirement Policy” is stated on DotAsia’s website at <http://policies.registry.asia>.

2. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .ASIA domain name, involves you contracting with the .ASIA Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://policies.registry.asia>.

(2) you are aware that every .ASIA domain name must specify a CED Contact, that is a legal entity or natural person in the DotAsia Community. The DotAsia Community is defined based on the geographical boundaries described by the ICANN Asia / Australia / Pacific region (<http://www.icann.org/montreal/geo-regions-topic.htm>).

(3) you are aware that in the event you do not have a legal entity or natural person in the DotAsia Community, the Registrar allows you to designate a Registrar-assigned CED Contact, to facilitate your .asia domain name registration.

(4) you have made known to the Charter Eligibility Declaration Contact (CED Contact), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder’s legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited’s .ASIA Charter Eligibility Requirement Policy published from time to time. Registered Name Holder acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

(5) in the event of a domain name dispute both the CED Contact and the Registrant Contact can be named as the responding party, the CED Contact however is responsible only for acknowledging the dispute proceedings and to refer the case to the Registrant Contact. The Registrant Contact shall remain solely responsible for all operations and liabilities regarding the use of the domain.

3. DOMAIN DISPUTE POLICY

You agree to be bound by the current ICANN’s Uniform Domain Name Dispute Resolution Policy (UDRP), available at <http://www.icann.org/dndr/udrp/policy.htm> and ICANN’s Charter

Eligibility Dispute Resolution Policy (CEDRP), available at <http://www.icann.org/udrp/cedrp-policy.html>, that are incorporated herein and made a part of this Agreement by reference.

APPENDIX 'S'

.ME DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .ME domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .ME domain name, involves you contracting with the doMEN, d.o.o. Registry which is the .ME Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.domain.me/>.

(2) you agree to comply with all applicable laws, regulations and policies of doMEN, d.o.o. available on their website at <http://www.domain.me/>.

2. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under the Dispute Resolution Service Policy set forth by doMEN, d.o.o.. These policies are available at <http://www.domain.me/> and are hereby incorporated and made an integral part of this Agreement.

APPENDIX 'T'

.TEL DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .TEL domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .TEL domain name, involves you contracting with the telnic which is the .TEL Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.telnic.org/>.

(2) you are aware that registering a .TEL domain name, requires you to submit atleast one communications contact such as a telephone number, an email address, an instant-messaging handle or a web link associated with you.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

APPENDIX 'U'

LIST OF TLDS REGISTRAR IS AUTHORIZED TO PROVIDE DOMAIN NAME REGISTRATION AND MANAGEMENT SERVICES

.COM, .NET (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.ORG (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.BIZ (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.INFO (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.NAME and .NAME Defensive Registrations and .NAME Mail Forwards (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.US (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.IN (through Registrar Webiq Domains Solutions Pvt Ltd)
.EU (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.UK (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.TRAVEL (through Registrar Directi Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
.WS (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.COOP (through Registrar Domains.coop Ltd.)
CentralNIC (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.MOBI (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.ASIA (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.ME (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.TEL (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.MN, .BZ (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.CC, .TV (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.CN (through Registrar PDR Ltd.)
.NZ (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.CO (through Registrar <#=dotco_serviceprovidername#>)
.CA (through Registrar PublicDomainRegistry.com Inc)
.DE (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
.ES (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
.AU (through Registrar Public Domain Registry Pty Ltd.)
.RU (through Registrar RU-Center)
.XXX (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.PRO (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.SX (through Registrar PDR Ltd.)
.PW (through Registrar <#=dotpw_serviceprovidername#>)
.IN.NET (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.CO.DE (through Registrar PDR Ltd.)
.LA (through Registrar <#=centralnicdotla_serviceprovidername#>)
Donuts (through Registrar PDR Ltd.)
.CLUB (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)

.UNO (through Registrar PDR Ltd.)
 .MENU (through Registrar PDR Ltd.)
 .BUZZ (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .LONDON (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .BID (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .TRADE (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .WEBCAM (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 Rightside Registry (through Registrar PDR Ltd.)
 Radix Registry (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .OOO (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .DESI (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 Afiliias New gTlds (through Registrar PDR Limited)
 .SOY (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 Uniregistry (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 GMO (through Registrar PDR Ltd.)
 Public Interest Registry (through Registrar Enset Registrar, Inc.)
 .WANG (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .BUILD (through Registrar PDR Ltd.)
 .LUXURY (through Registrar PDR Ltd.)
 .GLOBAL (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .VEGAS (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .BERLIN (through Registrar PDR Ltd.)
 .CAREER (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .QUEBEC (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 .WIEN (through Registrar NetzAdresse)
 .NYC (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
 TOP LEVEL DOMAIN HOLDINGS LIMITED (through Registrar
 <#=#mindsandmachines__serviceprovidername#>)
 .CAPETOWN (through Registrar <#=#dotcapetown_serviceprovidername#>)
 .DURBAN (through Registrar <#=#dotdurban_serviceprovidername#>)
 .JOBURG (through Registrar <#=#dotjoburg_serviceprovidername#>)
 .ADULT (through Registrar <#=#dotadult_serviceprovidername#>)
 .PORN (through Registrar <#=#dotporn_serviceprovidername#>)
 .VOTE (through Registrar <#=#dotvote_serviceprovidername#>)
 .VOTO (through Registrar <#=#dotvoto_serviceprovidername#>)
 .SHABAKA (through Registrar <#=#ari_serviceprovidername#>)
 .BEST (through Registrar <#=#dotbest_serviceprovidername#>)
 .भारत (through Registrar <#=#dotbharat_serviceprovidername#>)

APPENDIX 'V'

.CN DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .CN domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CN domain name, involves you contracting with the CNNIC which is the .CN Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.cnnic.cn>.

2. DOMAIN DISPUTE POLICY

If the Order is a .CN domain name, the Registrant, must also agree to be bound by the current CNNIC Domain Name Dispute Resolution Policy, available at <http://www.cnnic.cn/> that is incorporated herein and made a part of this Agreement by reference.

APPENDIX 'W'

.NZ DOMAIN NAME SPECIFIC CONDITIONS

Registrar and registrant are bound by the policies, at <http://dnc.org.nz/policies>, that are incorporated herein and made a part of this Agreement by reference.

In the case of any conflict between .NZ and this agreement, the .NZ terms apply. If the Order is a .NZ domain name the following applies:

1. REGISTER IS THE RECORD

For all purposes the details shown in the .NZ register shall be treated as correct and the authoritative record.

2. CANCELLATION OF A DOMAIN NAME

If we are going to cancel the registration of a domain name registered to you as a result of you not paying our charges relating to its renewal, we will give you fourteen days notice before we initiate action to cancel that domain name.

3. LAW AND JURISDICTION APPLYING TO THIS APPENDIX

To the extent legally permitted, you agree that:

- (1) all services of the .NZ Registry are provided under New Zealand law.
- (2) any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied to you.
- (3) except as otherwise stated, you may take action against us only in a New Zealand court.

4. CANCELLING THE AGREEMENT

We may cancel or suspend this agreement by giving you one month's notice.

5. REGISTRAR-REGISTRAR TRANSFER

The Registrant acknowledges and agrees that during the first five days after initial registration of the Order the Registrant may not be able to transfer the Order to another Registrar.

APPENDIX 'X'

.CO DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .CO domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CO domain name, involves you contracting with the .CO Internet S.A.S which is the .CO Administrator, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.cointernet.co/>.

2. LAW AND JURISDICTION

To the extent legally permitted, you agree that:

(1) all services of the .CO Registry are provided under laws of Colombia.

(2) any disputes, claims or controversies arising out of the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .CO TLD between Registrant and the .CO Registry shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogota, Colombia.

3. DOMAIN DISPUTE POLICY

If the Order is a .CO domain name, the Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the Uniform Domain Name Dispute Resolution Policy adopted by ICANN, available at <http://www.icann.org/en/udrp/udrp-policy-24oct99.htm> (the "UDRP"), as the same may be amended from time to time and which is hereby incorporated and made an integral part of this Agreement.

APPENDIX 'Y'

.CA DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .CA domain name, the Registrant, must also agree to the terms within the .CA Registrant Agreement displayed at the time of registering a .CA domain name and while assigning a new Registrant Contact for the domain name.

Where there is a conflict, contradiction or inconsistency between the provisions of this Appendix (.CA DOMAIN NAME SPECIFIC CONDITIONS) and this DOMAIN REGISTRANT AGREEMENT, the provisions of this Appendix shall prevail in respect of all .CA domain name registrations only.

APPENDIX 'Z' .DE DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .DE domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .DE domain name, involves you contracting with the DENIC eG (DENIC) which is the .DE Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.denic.de/en/domains.html>.

2. LAW AND JURISDICTION

To the extent legally permitted, you agree that:

- (1) all services of the .DE Registry are provided under laws of Germany.
- (2) either the Registrant or the Administrative Contact of your .DE domain name is domiciled in Germany and would be legally able to receive German Court documents and/or summons.
- (3) any disputes, claims or controversies arising out of the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .DE TLD between Registrant and the .DE Registry shall be governed exclusively by the laws of Germany and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Germany.

3. DOMAIN DISPUTE POLICY

If the Order is a .DE domain name, the Registrant, must also agree to be bound by the current DENIC Domain Name Dispute Resolution Policy, available at <http://www.denic.de/en/domains.html> that is incorporated herein and made a part of this Agreement by reference.

APPENDIX 'AA' .ES DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .ES domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .ES domain name, involves you contracting with the Red.es (ESNIC) which is the .ES Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.dominios.es/>.

2. LAW AND JURISDICTION

To the extent legally permitted, you agree that:

(1) all services of the .ES Registry are provided under laws of Spain.

(2) any disputes, claims or controversies arising out of the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .ES TLD between Registrant and the .ES Registry shall be governed exclusively by the laws of Spain and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Spain.

3. DOMAIN DISPUTE POLICY

If the Order is a .ES domain name, the Registrant, must also agree to be bound by the current ESNIC Domain Name Dispute Resolution Policy, available at <http://www.dominios.es/> that is incorporated herein and made a part of this Agreement by reference.

APPENDIX 'AB'

.AU DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .AU domain name, then the following terms apply:

1. REGISTRANT REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that auDA (.au Domain Administration Limited, ACN 079 009 340) is the .AU Domain Names Administrator.

(2) you are aware that you must comply with all auDA Published Policies (listed at <http://www.auda.org.au>), as if they were incorporated into, and form part of, this agreement. In the event of any inconsistency between any auDA Published Policy and this agreement, then the auDA Published Policy will prevail to the extent of such inconsistency.

(3) you are aware that the Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this agreement. auDA is an intended third party beneficiary of this agreement.

(4) all information provided to register or renew the registration of the domain name (including all supporting documents, if any) are true, complete and correct, and are not misleading in any way, and the application is made in good faith.

(5) you acknowledge that under the auDA Published Policies there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement.

(6) you meet and will continue to meet, the eligibility criteria prescribed in auDA Published Policies (<http://www.auda.org.au/policy/current-policies/>) for the domain name for the duration of the domain name.

(7) you have not previously submitted an application for the domain name with another Registrar using the same eligibility criteria, and the other Registrar has rejected the application.

(8) you are aware that even if the domain name is accepted for registration, the Registrant's entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name.

(9) you are aware that auDA or the Registrar may cancel the registration of the domain name if any of the warranties set out above is found to be untrue, incomplete, incorrect or misleading.

(10) you are aware of auDA's WHOIS policy at <http://www.auda.org.au/whois-policy/>, which sets out auDA's guidelines on the collection, disclosure and use of WHOIS data.

2. LIABILITIES AND INDEMNIFICATION

(1) To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors.

(2) Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name.

(3) Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.

3. DOMAIN DISPUTE POLICY

You agree to be bound by the current auDRP Dispute Resolution Policy, available at <http://www.auda.org.au/policy/current-policies/> that is incorporated herein and made a part of this Agreement by reference.

4. REGISTRAR SUPPORT

First level of support is available through the Registration Partner, from whom you have registered your .AU domain name. Contact details of this organization may be obtained from <http://publicdomainregistry.com/support/>.

If this organization is not able to provide timely assistance to the domain name owner, you may contact Registrar <#dotau_serviceprovidername#>'s 24×7 online Support Team at <http://resources.publicdomainregistry.com/compliance/>.

To know more about your .AU domain name or to get in touch with the .AU Registry, refer <http://www.auda.org.au/help/faq-index/>.

5. REGISTRAR ADDRESS

<#dotau_serviceprovidername#>

ACN: 141 141 988
ABN: 25 141 141 988

14, Lever Street, Albion
Brisbane, Queensland 4010
Australia

6. DOMAIN CANCELLATION POLICY

If the domain name must be cancelled for any reason after the Registrar allotted Add Grace period, the domain name registrant can do so by submitting a written application for cancellation of the domain to the Registrar.

To cancel the domain licence:

- (1) Organisations or companies listed as the domain registrant must submit their written request along with the legal letterhead of that organisation.
- (2) Individuals or sole traders must submit their written request along with a copy of photo identification.

All requests must be dated, signed and may be submitted by the Registrant via email or any other medium provisioned by the Registrar.

APPENDIX 'AC'

.CC, .TV DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .CC or .TV domain name, then the following terms apply:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CC or .TV domain name, involves you contracting with Verisign, which is the .CC/.TV Registry, and agreeing to their .CC and .TV registry policies available on their website at http://www.verisigninc.com/en_US/channel-resources/become-a-registrar/verisign-domain-registrar/domain-registration/index.xhtml and you are aware that registering a .CC, .TV domain name, requires you to agree to:

(1) grant Verisign (the .CC, .TV Registry) all necessary licenses and consents to permit Verisign or its agent(s) to:

(1) perform in Verisign's unlimited and sole discretion Malware Scans on your .CC, .TV website.

(2) collect, store, and process data gathered as a result of such Malware Scans.

(3) disclose the results of such Malware Scan (including all data therefrom) to the Registrar. Such information can not be considered as confidential or proprietary.

(4) use the results of such Malware Scan (including all data therefrom) in connection with protecting the integrity, security or stability of the Registry.

(2) disclaim any and all warranties, representations or covenants that such Malware Scan will detect any and all Malware or that Verisign is responsible for notifying the Registrar or the Registrant of any Malware or cleaning any Malware from any Registrant's systems.

2. LIABILITIES AND INDEMNIFICATION

You agree to indemnify, defend and hold harmless Verisign and its affiliates, suppliers, vendors and subcontractors, and, if applicable, any ccTLD registry operators providing services and their respective employees, directors, officers, representatives, agents and assigns ("Verisign Affected Parties") from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect any Malware, or the use of any data from Malware Scans.

APPENDIX 'AD'

.XXX DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .XXX domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .XXX domain name, involves you contracting with the ICM Registry LLC which is the .XXX Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.icmregistry.com>.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current ICANN's Uniform Domain Name Dispute Resolution Policy available at <http://www.icann.org/udrp/udrp.htm>, and ICM's Charter Eligibility Dispute Resolution Policy (CEDRP) and ICM's Rapid Evaluation Service (RES) available at the Registry's website, that is incorporated herein and made a part of this Agreement by reference.

APPENDIX 'AE'

.RU DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .RU domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .RU domain name, involves you contracting with Registrar RU-Center, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <https://www.nic.ru/>.

2. LAW AND JURISDICTION

To the extent legally permitted, you agree that all services of Registrar RU-Center are provided under laws of the Russian Federation.

APPENDIX 'AF'

.PRO DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .PRO domain name, the Registrant, must also agree to the following terms:

You are aware that registering a .PRO domain name, involves you contracting with RegistryPro, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://registry.pro/legal/user-terms>

1. INDEMNITY

You agree to hold harmless and indemnify RegistryPro and Registrar, and each of their subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense

arising from all claims, losses, damages (actual and consequential), suits, judgements, litigation costs and attorneys' fees, of every kind and nature. In such a case, Registrar will provide you with written notice of such claim, suit or action.

2. INCORPORATION OF .PRO RESTRICTIONS AND CHALLENGE PROCESSES

You acknowledge having 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.

(A) The Uniform Domain Name Dispute Resolution Policy, available at

<http://www.icann.org/dndr/udrp/policy.htm>

(B) The Qualification Challenge Policy and Rules, available at

<http://www.icann.org/dndr/proqcp/policy.htm> and <http://www.icann.org/dndr/proqcp/uniform-rules.htm>;

(C) The .pro TLD restriction requirements, available at

<http://www.registrypro.pro/qualifications.htm>

You represent and warrant that, at all times during the term of domain name registration, you will meet the .pro registration requirements set forth by RegistryPro. You are required to provide prompt notice to the Registrar if you fail to meet such registration requirements. Registrar and/or Registry Operator shall have the right to immediately and without notice to you, suspend, cancel or modify a your registration if, at any time you fail to meet the registration requirements.

APPENDIX 'AG'

.SX DOMAIN NAME SPECIFIC CONDITIONS

1. REGISTRANT REPRESENTATIONS AND WARRANTIES

1.1 You represent and certify that, to the best of your knowledge and belief you are aware that registering a .SX domain name, involves you contracting with the SX Registry SA which is the .SX Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.registry.sx/registrars/legal>

1.2 Domain Name Holders expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject an Application or to delete or transfer a Domain Name Registration:

- that does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .SX TLD; or
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or

- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents; or
- following the outcome of a Sunrise Reconsideration Proceeding.

2. INDEMNIFICATION AND LIMITATION OF LIABILITY

2.1. To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name on the basis of the findings of or information provided by the IP Clearinghouse Operator, as well as the consequences of those decisions.

2.2. To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, auction fees and/or reconsideration fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

2.3. Applicants and Domain Name Holders shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party. Applicant agrees to indemnify, keep indemnified and hold the Registry harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Applicant's registration or use of its .sx domain name.

2.4. For the purposes of this Article, the term "Registry" shall also refer to its shareholders, directors, employees, members, subcontractors, the IP Clearinghouse Operator and their respective directors, agents, employees and subcontractors.

2.5. The Registry, its directors, employees, contractors and agents (including the IP Clearinghouse Operator and the Auction Provider) are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

3. DOMAIN DISPUTE POLICY

You agree to be bound by the Uniform Domain Dispute Resolution Policy (UDRP), available at <http://www.registry.sx/registrars/legal.html> that is incorporated herein and made a part of this Agreement by reference.

APPENDIX 'AH'

.PW DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .PW domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .PW domain name, involves you contracting with the .PW Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.registry.pw/>.

Furthermore, you represent and certify that, to the best of your knowledge and belief you are aware of the Domain Abuse Policy for .PW Registrants available on the website <http://www.registry.pw/>

2. DOMAIN DISPUTE POLICY

You agree to be bound by the dispute policies as decided by the .PW Registry and published at <http://www.registry.pw> that are incorporated herein and made a part of this Agreement by reference.

APPENDIX 'AI'

.IN.NET DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .IN.NET domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .IN.NET domain name, involves you contracting with the .IN.NET Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.domains.in.net/>.

Furthermore, you represent and certify that, to the best of your knowledge and belief you are aware of the Domain Abuse Policy for .IN.NET Registrants available on the website <http://www.domains.in.net/anti-abuse-policy/>

2. DOMAIN DISPUTE POLICY

You agree to be bound by the dispute policies as decided by the .IN.NET Registry and published at <http://www.domains.in.net/dispute-resolution-policy/> that are incorporated herein and made a part of this Agreement by reference.

APPENDIX 'AJ'

.CO.DE DOMAIN NAME SPECIFIC CONDITIONS

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CO.DE domain name, involves you contracting with the DNNEXT Registry which is the .CO.DE Registry, and agreeing to their CO.DE REGISTRATION POLICY available on their website at <http://dnnext.com/code/>

APPENDIX ‘AK’

.LA DOMAIN NAME SPECIFIC CONDITIONS

1. WHOIS ACCURACY

1.1 The Registrant shall provide to the registrar accurate and reliable contact details and promptly up date them during the term of the .LA domain registration including: full name, name of organisation, association or corporation (if applicable) postal address, email address, voice telephone number, and fax number if available; name of authorized person in the case of Registrant that is an organization association or corporation.

1.2 A Registrant’s provision of inaccurate or unreliable information or its failure to promptly update information provided shall constitutes material breach of the registration agreement and shall be a basis for cancellation of the .la registered domain name.

2 REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .LA domain name, involves you contracting with the .LA Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.la/>.

3. DOMAIN DISPUTE POLICY

You agree to be bound by the dispute policies as decided by the .LA Registry and published at <https://www.la/e/dispute> that are incorporated herein and made a part of this Agreement by reference.

APPENDIX ‘AL’

DONUTS INC. SPECIFIC CONDITIONS –

If the Order is either a .BIKE, .CLOTHING, .GURU, .HOLDINGS, .PLUMBING, .SINGLES, .VENTURES, .CAMERA, .EQUIPMENT, .ESTATE, .GALLERY, .GRAPHICS, .LIGHTING, .PHOTOGRAPHY, .CONSTRUCTION, .CONTRACTORS, .DIRECTORY, .KITCHEN, .LAND, .TECHNOLOGY, .TODAY, .DIAMONDS, .ENTERPRISES, .TIPS, .VOYAGE, .CAREERS, .PHOTOS, .RECIPES, .SHOES, .CAB, .COMPANY, .DOMAINS, .LIMO, .ACADEMY, .CENTER, .COMPUTER, .MANAGEMENT, .SYSTEMS, .BUILDERS, .EMAIL, .SOLUTIONS, .SUPPORT, .TRAINING, .CAMP, .EDUCATION, .GLASS, .INSTITUTE, .REPAIR, .COFFEE, .FLORIST, .HOUSE, .INTERNATIONAL, .SOLAR, .HOLIDAY, .MARKETING, .CODES, .FARM, .VIAJES, .AGENCY, .BARGAINS, .BOUTIQUE, .CHEAP, .ZONE, .COOL, .WATCH, .WORKS, .EXPERT, .FOUNDATION, .EXPOSED, .CRUISES, .FLIGHTS, .RENTALS, .VACATIONS, .VILLAS, .TIENDA,

.CONDOS, .PROPERTIES, .MAISON, .DATING, .EVENTS, .PARTNERS, .PRODUCTIONS, .COMMUNITY, .CATERING, .CARDS, .CLEANING, .TOOLS, .INDUSTRIES, .PARTS, .SUPPLIES, .SUPPLY, .FISH, .REPORT, .VISION, .SERVICES, .CAPITAL, .ENGINEERING, .EXCHANGE, .GRIPE, .ASSOCIATES, .LEASE, .MEDIA, .PICTURES, .REISEN, .TOYS, .UNIVERSITY, .TOWN, .WTF, .FAIL, .FINANCIAL, .LIMITED, .CARE, .CLINIC, .SURGERY, .DENTAL, .TAX, .CASH, .FUND, .INVESTMENTS, .FURNITURE, .DISCOUNT, .FITNESS, .SCHULE, .GRATIS, .CLAIMS, .CREDIT, .CREDITCARD, .DIGITAL, .ACCOUNTANTS, .FINANCE, .INSURE, .LOANS, .CHURCH, .LIFE, .GUIDE, .DIRECT, .PLACE, .DEALS, .CITY, .HEALTHCARE, .RESTAURANT, .GIFTS, .SARL, .PIZZA, .IMMO, .BUSINESS, .NETWORK, .WORLD, .DELIVERY, .ENERGY, .COACH, .MEMORIAL, .LEGAL, .MONEY, .TIRES, .BINGO, .CHAT, .STYLE, .TENNIS, .APARTMENTS, .CASINO, .SCHOOL, .FOOTBALL, .GOLF, .TOURS, .GOLD, .PLUS, .EXPRESS, .CAFE, .TEAM, .JEWELRY, .RUN, .DOG, .SHOW, .TEAM, .HOCKEY, .TAXI, .COUPONS, .FYI, .MBA, .SOCCER, .THEATER or .BAND domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a DONUTS INC domain name, involves you contracting with the DONUTS INC Registry, and agreeing to their Policies of Domain Name Registration available on their website at <http://www.donuts.co/policies/>

2. HANDLING OF PERSONAL DATA

Donuts shall handle Personal Data submitted to Donuts by Registrar in accordance with its published privacy policy located at the Registry Website under Policies (the Privacy Policy). Donuts will provide sixty (60) days prior written notice to Registrar of any changes to the Privacy Policy. Donuts may from time to time use data submitted by Registrar for statistical analysis, provided that any such analysis will not disclose individual non-public Personal Data and such non-public Personal Data is only used for internal business purposes. Donuts will not share, sell, rent or otherwise disclose such non-public Personal Data to any third parties.

3. INDEMNIFICATION

Registrant agrees to (within thirty days of demand) indemnify, defend and hold harmless the Registry Operator, Donuts service providers, Registrar and it's respective affiliates and subsidiaries, as well as each of it's respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. Registrant shall not enter into any settlement or compromise of any such indemnifiable claim without Registrars prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

4. Domain Dispute Policy

For disputes relating to the use of domain names, Registrant agrees to be bound and confirm to ICANN's Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively.

APPENDIX 'AM'

.CLUB DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .CLUB domain name, the Registrant agrees to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CLUB domain name, involves you contracting with the .CLUB Registry, and agreeing to their Policies of Domain Name Registration available on their website at <http://nic.club/Terms/>

2. DOMAIN NAME REGISTRATION AGREEMENT

If the Order is a .CLUB domain name, the Registrant, must also agree to the following terms: (a) acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry. (b) .CLUB domain name (s) shall not be used for distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

3. INDEMNIFICATION

The REGISTERED NAME HOLDER indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

4. Domain Dispute Policy

For disputes relating to the use of domain names, Registrant agrees to be bound and confirm to ICANN's Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively.

APPENDIX 'AN'

.UNO DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .UNO domain name, the Registrant agrees to the following terms:

1. REPRESENTATIONS AND WARRANTIES.

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .UNO domain name, involves you contracting with the .UN ORegistry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://unodominio.com/>.

Furthermore, you represent and certify that, to the best of your knowledge and belief you are aware of the Domain Abuse Policy for .UNO Registrants available on the website <http://www.unodominio.com/policy/Acceptable-Use-and-Anti-Abuse-Policy.pdf>

2. DOMAIN NAME REGISTRATION AGREEMENT

If the Order is a .UNO domain name, the Registrant, must also agree to the following terms: (a) acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry. (b) comply with Registry's Acceptable Use policies and Terms of Service, if any, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name. (c) .UNO domain name (s) shall not be used for distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

3. INDEMNIFICATION

Registrant agrees to (within thirty days of demand) indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

4. Domain Dispute Policy

For disputes relating to the use of domain names, Registrant agrees to be bound and confirm to ICANN's Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively.

APPENDIX 'AO'

.MENU DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .MENU domain name, the Registrant agrees to the following terms:

1. REPRESENTATIONS AND WARRANTIES.

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .MENU domain name, involves you contracting with the .MENU Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.dot-menu.com/>

2. INDEMNIFICATION

Registrant agrees to indemnify, defend and hold harmless Registry Operator, and its subcontractors, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require this indemnification obligation survive the termination or expiration of the registration agreement.

3. DOMAIN NAME REGISTRATION AGREEMENT

The Registrant must acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the registration agreement; (6) following an occurrence of any of the prohibited activities described in Subsections 3.7.6 above; or (7) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute; Registry Operator will provide Registrar notice of any cancellation, transfers or changes made to any registration by Registry Operator not initiated by the Registrar.

4. HANDLING OF PERSONAL DATA

The Registrant provides consent to the use, copying, distribution, publication, modification and other processing of the Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified herein, current ICANN policies, and with relevant mandatory local data protection, laws and privacy; also, to the collection and use of Personal Data by Registry Operator, in conformity with the terms of this Agreement and the Registry Agreement, and applicable law;

5. DOMAIN DISPUTE POLICY

For disputes relating to the use of domain names, Registrant agrees to be bound and confirm to ICANN's Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively.

6. THIRD PARTY BENEFICIARY

The Registrant agrees to the following provision: “Notwithstanding anything in this Agreement to the contrary, Wedding TLD2, LLC, the Registry Operator of the .MENU TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Wedding TLD2, LLC have vested and that Wedding TLD2, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to the Registrar being a registrar for the .MENU TLD. Additionally, the third party beneficiary rights of Wedding TLD2, LLC shall survive any termination of this Agreement.”

APPENDIX ‘AP’

.BUZZ DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .BUZZ domain name, then the following terms apply:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .BUZZ domain name, involves you contracting with the .BUZZ Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.buzznames.biz/>

2. DOMAIN NAME REGISTRATION AGREEMENT

The Registrant must (a) acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry.

3. INDEMNIFICATION

The Registrant must agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney’s fees and expenses, in any way arising out of, relating to, or otherwise in connection with the Registered Name Holder’s domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

4. DOMAIN DISPUTE POLICY

For disputes relating to the use of domain names, Registrant agrees to be bound and confirm to ICANN’s Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively.

APPENDIX 'AQ'

.LONDON DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .LONDON domain name, then the following terms apply:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .LONDON domain name, involves you contracting with the .LONDON Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.dotlondondomains.london/terms-conditions/>

2. DOMAIN NAME REGISTRATION AGREEMENT

The Registrant acknowledges and agrees that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs), (2) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration, or (3) if required by a URS or UDRP, proceeding; (4) under the terms of the Registry Policies; (4) for the non-payment of fees to the Registry

3. INDEMNIFICATION

The Registrant agrees to indemnify, defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. The Registrar's registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement

4. OPERATIONAL REQUIREMENTS

The Registered Name Holder complies with (i) ICANN standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and (ii) Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all Registrars ("Operational Requirements"), including affiliates of the Registry, and consistent with the Registry's Registry Agreement with ICANN, as applicable, upon the Registry's notification to the Registrar of the establishment of those terms and conditions. Unless shorter notice is deemed necessary by the Registry in exceptional circumstances, additional or revised Operational Requirements shall be effective upon ninety (90) days notice by the Registry to the Registrar

APPENDIX 'AR'

FAMOUS FOUR MEDIA LIMITED SPECIFIC CONDITIONS –

If the Order is either a .BID, .TRADE, .WEBCAM, .PARTY, .CRICKET, .ACCOUNTANT, .DATE, .DOWNLOAD, .FAITH, .LOAN, .RACING, .REVIEW, .WIN or .SCIENCE domain name, the Registrant, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all domain registrations with Famous Four Media. A non-exhaustive list of Famous Four Media gTLDs (the “Registry TLD”) can be found at <http://www.famousfourmedia.com/our-gtlds/>.

1. You agree to comply with ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
2. You agree to the operational standards, policies, procedures, and practices for the Registry TLD (available at <http://www.famousfourmedia.com/policies/>) as set forth in the Registry Agreement between the Registry Operator and ICANN, and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of registrar, and consistent with ICANN standards, policies, procedures, and practices and Registry Operator’s Registry Agreement with ICANN, including, in particular, any acceptable use policy (available at http://www.famousfourmedia.com/wp-content/uploads/2014/02/FFM_Acceptable_Use_and_Takedown_Policy_27_Nov_2013.pdf), which delineates all the types of activity that define abuse and reserves the right of the Registry Operator to take appropriate action based on the type of abuse.
3. You agree to all permissions, authorizations and confirmations required from the Registered Name Holder or any other data subject which are reasonably required by the Registry Operator or registrar of record in order to comply with the terms of paragraph (b) immediately above.

APPENDIX ‘AS’

UNITED TLD HOLDCO LTD. SPECIFIC CONDITIONS –

If the Order is either a .DANCE, .DEMOCRAT, .IMMOBILIEN, .NINJA, .REVIEWS, .FUTBOL, .SOCIAL, .HAUS, .PUB, .MODA, .KAUFEN, .CONSULTING, .ACTOR, .ROCKS, .LAWYER, .ATTORNEY, .AUCTION or .FORSALE domain name, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all United TLD Holdco Ltd. subsidiary registry domain registrations. A non-exhaustive list of United TLD Holdco Ltd.

1. These Registration Terms and Conditions (“the Registration Terms”) supplement, and are incorporated into, the agreement between you (“you”), a registrant, and the ICANN Accredited Registrar (“Registrar”) that you use to register or reserve a name in the United TLD Top Level Domain (the “Registry TLD”). As between you and United TLD Holdco Ltd., (the “Registry” or “we”), in the event of any conflict between this Agreement Schedule and the terms of your agreement with Registrar (the “Registrar-Registrant Agreement”), these Registration Terms shall prevail. These additional terms may be found at the Registry’s website <http://rightside.co/>.

a. By applying to register or reserve a domain name in a Registry TLD, you represent and warrant that neither your registration nor your use of the name will infringe the intellectual property or other rights of any third party or violate the Registry's Acceptable Use (Anti-Abuse) Policy mentioned at http://rightside.co/fileadmin/downloads/policies/UnitedTLD_Acceptable_Use_Policy.pdf.

b. You acknowledge and agree to abide by all Registry Policies set forth on the Registry's website at <http://rightside.co/rightside-registry/policies/> (the "Registry Website"). You specifically acknowledge and agree that the Registry Policies may be modified by the Registry, and agree to comply with any such changes in the time period specified for compliance.

c. You agree to comply with all applicable ICANN requirements and policies found at www.icann.org/en/general/consensus-policies.htm.

d. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, disclosure of date and financial disclosures.

e. You agree that should you use a Registry TLD to collect and or maintain sensitive health and financial data, you implement reasonable appropriate security measures commensurate with the offering of those services as defined by applicable law.

f. You represent and warrant that you have provided to your Registrar current, complete, and accurate information in connection with your application for a registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration or reservation. Your obligation to provide current, accurate, and complete information is a material element of these terms, and the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration or reservation if it determines, in its sole discretion, that the information is materially inaccurate.

g. You consent to the collection, use, processing, and/or disclosure of personal information in the United States and in accordance with the Registry's Privacy Policy mentioned at http://rightside.co/fileadmin/downloads/policies/Rightside_Privacy_Policy.pdf, and incorporated by reference here. If you are submitting information from a country other than the country in which the Registry servers are located, your communications with the Registry may result in the transfer of information (including your membership account information) across international boundaries; you consent to such transfer.

h. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") mentioned at <https://www.icann.org/resources/pages/help/dndr/udrp-en>, and the Uniform Rapid Suspension System ("URS") mentioned at <http://newgtlds.icann.org/en/applicants/urs>, each as described on the ICANN Website. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the Registry, its affiliates and service providers from any and all directly or indirect liability associated with such dispute resolution processes.

i. You acknowledge and agree that the Registry reserves the right, in its sole discretion, to disqualify you or your agents from making or maintaining any registrations or reservations in the Registry TLD if you are found to have repeatedly engaged in abusive registrations.

j. You acknowledge and agree that the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration that it deems necessary, in its discretion, in furtherance of the following:

(i) to enforce all Registry Policies, these Registration Terms, and ICANN requirements, as amended from time to time;

(ii) to protect the integrity and stability of the Registry, its operations, and the Registry TLDs;

(iii) to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or you;

(iv) to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;

(v) to correct mistakes made by the Registry or any Registrar in connection with a registration or reservation;

(vi) as otherwise provided herein.

k. The Registration Terms, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). You agree and submit to the exercise of personal jurisdiction of courts in the State of Washington for the purpose of litigating any such claim or action.

l. By agreeing to these Registration Terms and Conditions, you are: (i) Waiving claims that you might otherwise have against the Registry, its employees, affiliates and subsidiaries, and service providers, based on the law of other jurisdictions, including your own; (ii) Irrevocably consenting to the exclusive jurisdiction of, and venue in, state or federal courts in the state of Washington over any disputes or claims you have with the Registry, its affiliates and service providers; and (iii) submitting yourself to the personal jurisdiction of courts located in the state of Washington for the purpose of resolving any such disputes or claims.

m. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake under your registration agreement with the Registrar and these Registration Terms. You acknowledge and agree that the Registry's third party beneficiary rights have vested, and shall survive any termination or expiration of your registration or reservation.

n. You acknowledge and agree that domain names in the Registry TLD are provided "as is", "with all faults" and "as available." The Registry, its affiliates and service providers, make no express warranties or guarantees about such domain names.

o. To the greatest extent permitted by law, the Registry, its affiliates and service providers, disclaim implied warranties that the Registry and all software, content and services distributed through the registry, its affiliates and service providers are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. The registry, its affiliates and service providers do not guarantee that any registry TLDs, or registry operations will meet your requirements, will be error-free, reliable, without interruption or available at all times. We do not guarantee that the results that may be obtained from the use of the United TLD, including any support services, will be effective, reliable, accurate or meet your requirements. We do not guarantee that you or third parties will be able to access or use a domain name in United TLDs (either directly or through third-party networks) at times or locations of your choosing. No oral or written information or advice given by a representative of the Registry, its affiliates and service providers shall create a warranty regarding operations of the Registry or a domain name in a Registry TLD.

p. The Registry, its affiliates and service providers shall not be liable for any indirect, special, incidental, consequential or exemplary damages arising from your use of, inability to use, or reliance upon a domain name in United TLD. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if the Registry, its affiliates and services providers knew or should have known of the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, the Registry's liability, and the liability of the Registry's affiliates and service providers, shall be limited to the amount you paid to register a United TLD. You further agree that in no event shall the Registry's, its affiliates' and service providers' total aggregate liability exceed the total amount paid by you for the particular services that are the subject of the cause of action. You agree that the rights stated herein survive the termination of the Registrar's agreement with you.

q. The Registry reserves the right to modify, change, or discontinue any aspect of its Registry Services, these Registration Terms, including without limitation its prices and fees. You acknowledge and agree that the Registry, its affiliates and service providers may provide any and all required notices, agreements, modifications and changes to these Registration Terms, and other information concerning Registry TLDs electronically, by posting such items on the Registry Website. Your continued use of a Registry TLD shall constitute your acceptance of the most current versions of those notices, agreements, modifications, and changes to these Registration Terms. In the event of any conflict between these Registration Terms and the notices, agreements, modifications and changes to the Registration Terms as posted from time to time on the Registry Website, the terms posted on the Registry Website at <http://rightside.co/> shall prevail.

r. You represent and warrant that your use of the Registry and/or the Registry TLDs will not be for any illegal purpose and that you will not undertake any activities with your Registry TLD that will be in violation of the Acceptable Use (Anti-Abuse) Policy mentioned at http://rightside.co/fileadmin/downloads/policies/UnitedTLD_Acceptable_Use_Policy.pdf.

s. The Registry TLDs are intended for and available to applicants and registrants who are at least eighteen (18) years of age. By applying for, registering, or reserving United TLD, you represent and warrant that you are at least eighteen (18) years of age.

2. In addition to the Registration Terms above, you agree to comply with applicable rules and laws including those that relate to privacy, data collection, consumer protection, import/export of services and disclosure of data.

APPENDIX 'AT' RADIX SPECIFIC CONDITIONS –

If the Order is either a .PRESS, .HOST, .WEBSITE, .SPACE, .SITE or .TECH domain name, the Registrant agrees to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a RADIX domain name, involves you contracting with the RADIX Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://radixregistry.com/policies/>

2. DOMAIN NAME REGISTRATION AGREEMENT

By registering a RADIX domain name, the Registrant/Registered Name Holder:

(a) acknowledge and agree that RO reserves the absolute right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2) to correct mistakes made by RO or any registrar in connection with a domain name registration, (3) for the non-payment of fees to RO, (4) to protect the integrity and stability of the Registry System; (5) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (6) to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries, officers, directors, and employees.

(b) comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

(c) acknowledge and agree that registrants who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

(d) warrant that no domain name registration within any Included TLD shall be used to distribute malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other similar activity and providing consequences for such activities including suspension of the domain name.

(e) comply with all operational standards, procedures, practices and policies for the Included TLD including the Radix Acceptable Use and Anti-Abuse Policy (“AUP”) and all other applicable policies which will be available on the Radix website (www.radixregistry.com),

established from time to time by RO in a non-arbitrary manner and applicable to all registrars, including affiliates of RO, and consistent with ICANN's standards policies, procedures, and practices and RO's Registry Agreement with ICANN for the Included TLD. Additional or revised RO operational standards, policies, procedures, and practices for the Included TLD shall be effective upon ninety (90) days notice by RO to Registrar unless mandated by ICANN with a shorter notice period.

(f) consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents, including data escrow requirements, or as specified by ICANN from time to time for new gTLDs.

(g) expressly agree that registration and renewal fees for some domain names in an Included TLD are variable and shall differ from registration and renewal fees for other domain names within that Included TLD. This includes but is not limited to non-standard pricing for Premium Domain Name registration and renewal fees, which differs from the pricing of Standard Domain Names.

(h) agree that registration, renewal and transfers fees for each Included TLD are variable.

(i) be bound by the terms and conditions of the initial launch of the Included TLD, including without limitation the sunrise period and the landrush period, the procedure and process for compliance with ICANN's rights protection mechanisms including the Trademark Clearing House requirements and any Sunrise Dispute Resolution Policy, and further to acknowledge that RO and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush period, including, without limitation: (a) the ability or inability of a Registrant to obtain a domain name during these periods, and (b) the results of any dispute over a sunrise registration.

(j) indemnify, defend and hold harmless RO, RO's Registry Service Provider and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating in any way, for any reason whatsoever, to the Registered Name Holder's domain name registration, any breach of the Registration Agreement with Registrar and any use of the domain name. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement and this Agreement.

3. NON-UNIFORM RENEWAL REGISTRATION PRICING

The Registrant agrees that the Included TLDs will have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same or other Included TLDs (e.g., renewal registration Fee is \$7 for one domain name and \$13 for a different domain name).

4. OPERATIONAL REQUIREMENTS

The Registered Name Holder is obliged to comply with each of the following requirements:

(a) ICANN standards, policies, procedures, and practices for which RO has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

(b) Operational standards, policies, procedures, and practices for the Included TLD established from time to time by RO in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of RO, and consistent with RO's Registry Agreement with

ICANN, as applicable, upon RO's notification to Registrar of the establishment of those terms and conditions.

APPENDIX 'AU'

INFIBEAM SPECIFIC CONDITIONS –

Should you seek to register a .OOO TLD ("Registry TLDs") from Infibeam ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .OOO domain registrations.

- a. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time by the Registry in a non-arbitrary manner upon 90 days' notice from the Registry.
- b. You acknowledge and agree the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs); (2) to correct mistakes made by the Registry or any registrar in connection with a domain name registration; or (3) for the non-payment of fees to the Registry.
- c. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
- d. You acknowledge and agree the Registry prohibits the use of domain names that might induce confusion with the Triple Zero Emergency Call Service.
- e. You agree to comply with the public interest commitments as set forth in Specification 11 in the Registry Agreement (available at <https://www.icann.org/sites/default/files/tlds/ooo/ooo-agmt-html-09jan14-en.htm>), and Government Advisory Committee safeguards as published or provided to the Registrar by the Registry.

APPENDIX 'AV'

DESI NETWORKS, LLC SPECIFIC CONDITIONS –

If the Order is a .DESI domain name, the Registrant, must agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a DESI NETWORKS, LLC domain name, involves you contracting with the DESI NETWORKS, LLC Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://registry.desi/terms/>.

2. INDEMNIFICATION

Registrant (a) acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2) to correct mistakes made by Registry or any registrar in connection with a domain name registration, (3) for breach of the registration agreement, or (4) if required by a URS, UDRP, DRS, or CRS proceeding; or (5) for the non-payment of fees to Registry; and (b) indemnify, defend and hold harmless Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration and use of the domain name and/or any associated service, activity or content and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

3. OPERATIONAL REQUIREMENTS

The Registrant must comply to the following operational requirements:

- (a) ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and
- (b) Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non- arbitrary manner and as communicated in Registry technical documents and other communications, and applicable to all registrars ("Operational Requirements"), including affiliates of Registry, and consistent with the Registry Agreement, as applicable, upon Registry's notification to Registrar of the establishment of those terms and conditions.

APPENDIX 'AW'

AFILIAS NEW gTLDs SPECIFIC CONDITIONS –

Should you seek to register a gTLD from the Afilias Limited registry, or an Afilias subsidiary registry, including at present .BET, .BLACK, .BLUE, .GREEN, .HEALTH, .KIM, .LGBT, .LOTTO, .LTD, .MEET, .MEMORIAL, .MLS, .PINK, .RED, .POKER and .SHIKSHA, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Afilias Limited registry, and all Afilias subsidiary registry domain registrations.

- a. You understand and agree to comply with all ICANN standards, policies, procedures and practices.
- b. You agree to immediately correct and update the Registration Information for the Registered Name Holder upon any change.
- c. You agree to be bound by the operational standards, policies, procedures and practices for the Afilias Limited registry, or any Afilias subsidiary registry (the "Registry") as established by the

Registry, including without limitation the Registry policies, the terms and conditions of initial launch established by Registry, available at <http://afilias.info/policies>, including without limitation, land rush and sunrise period, and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush, sunrise period, or other period associated with the initial launch of the Registry TLD, including, without limitation your ability/inability to obtain a registered name during that period.

d. You acknowledge and agree Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement the Registry has with ICANN; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

APPENDIX ‘AX’

ROAD REGISTRY, INC. SPECIFIC CONDITIONS –

Should you seek to register a .HOW or .SOY TLD (each a “Registry TLD”) from Charleston Road Registry, Inc. (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .HOW and .SOY domain registrations.

a. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (2) to correct mistakes made by Registry or any registrar in connection with a domain name registration; (3) to protect the rights and property of the Registry and to avoid any potential or actual liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) to protect the integrity and stability of the registry system and the operation of the DNS; (5) to comply with all applicable laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or (6) for violation of the terms and conditions set forth in any applicable registration agreement.

b. You agree to be bound by the terms and conditions of initial launch established by Registry, including without limitation the land rush and sunrise period, and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise period, including, without limitation your ability or inability to obtain a registered name during that period.

c. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.

d. You agree to immediately correct and update the Registration Information for the Registered Name Holder upon any change.

e. You must comply with any ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.

f. You agree that all domains in the Registry TLD are subject to the Registry's Domain Name Abuse Policy available at <http://www.google.com/registry/policies/domainabuse/> and Startup Policy available at <http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEJ4SF1JRU Ez>

APPENDIX 'AY'

UNIREGISTRY SPECIFIC CONDITIONS –

Should you seek to register a .TATTOO, .SEXY, .LINK, .GIFT, .GUITARS, .PICS, .PHOTO, .CHRISTMAS, .BLACKFRIDAY, .HIPHOP, .AUDIO, .JUEGOS, .HOSTING, .PROPERTY, .CLICK, .DIET, .HELP, .LOL or .FLOWERS domain name, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Uniregistry domain registrations.

a. Definitions. The following definitions apply to this Section:

i. "Registrar" refers to Domain.com.

ii. "Registry" refers to Uniregistry, Corp., a Cayman exempt corporation.

b. Uniregistry Registration Requirements, Information and Use.

i. You acknowledge and agree Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary in its discretion, to correct mistakes made by Registry or any Registrar in connection with a domain name registration; or for the non-payment of fees to Registry.

ii. You agree to comply with Registry's Acceptable Use policies and Terms of Service, as they may be updated from time to time and published at the Registry's website, <http://www.uniregistry.link/>

iii. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

iv. You agree to comply with the operational standards, policies, procedures and practices for Uniregistry TLDs as established by the Registry Operator, including without limitation the Registry Policies located at <http://uniregistry.link/>

v. You understand and agree that Registered Names allocated to Register Name Holders during any Registry sunrise period are non-transferrable for the first ten (10) years after registration.

vi. For the .SEXY TLD, the Registered Name Holder shall not permit content unsuitable for viewing by a minor from the main or top-level directory of a .SEXY domain name.

APPENDIX 'AZ'

GMO Registry, Inc. SPECIFIC CONDITIONS –

Should you seek to register a gTLD from the GMO Registry, Inc. (“Registry”), including at present .TOKYO and .NAGOYA, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .TOKYO and .NAGOYA domain registrations.

a. You acknowledge and agree Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement the Registry has with ICANN; (4) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

b. You agree to be bound by the operational standards, policies, procedures and practices established by the Registry, including without limitation the Registry’s policies, the terms and conditions of initial launch established by Registry, including without limitation, land rush and sunrise periods, available at <http://www.gmoregistry.com/en/geotlds/policy/regist/>, the Abusive Use Policy (available at <http://www.gmoregistry.com/en/geotlds/policy/use/>), and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush, sunrise period, or other period associated with the initial launch of the Registry TLD, including, without limitation your ability/inability to obtain a registered name during that period.

c. You agree to comply with ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

APPENDIX ‘BA’

PUBLIC INTEREST REGISTRY SPECIFIC CONDITIONS –

Should you seek to register a .NGO, .ONG, .机构, . संगठन or .OPR TLD (“Registry TLDs”) from the Public Interest Registry (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .NGO, .ONG, .机构, . संगठन and .OPR domain registrations.

- a. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLDs established from time to time by the Registry.
- b. You agree to immediately correct and update the registration information for the domain names during the registration term for, including personal data associated therewith.
- c. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) as part of the Registry’s validation procedures or (6) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
- d. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
- e. You agree that your registration complies with the Registry’s eligibility requirements (available at <http://globalngo.org/discover/eligibility/>) and that your registration will be placed on server hold status by the Registry until your NGO passes the Registry’s validation process.
- f. You agree to submit to proceedings under the Registry’s Restrictions Dispute Resolution Policy (RDRP), available at <http://domain.adrforum.com/main.aspx?itemID=2246>
- g. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the RDRP, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.

h. You agree to submit to proceedings commenced under ICANN's dispute resolution procedures relating to Rights Protection Mechanism (RPMs) (available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-30sep13-en>)

APPENDIX 'BB'

.WANG SPECIFIC CONDITIONS –

Should you seek to register a .WANG TLD ("Registry TLD") from Zodiac Registry ("Registry"), you must agree to be bound by all Registry policies, available at <http://en.zodiac.wang/policy.html>. In the event that a term in the Registry policies conflicts with the Registration Agreement, the terms of the Registry policies shall apply to any and all .WANG domain registrations.

APPENDIX 'BC'

.BUILD SPECIFIC CONDITIONS –

Should you seek to register a .BUILD TLD, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .BUILD domain registrations.

1. You acknowledge and agree Plan Bee, LLC (the "Registry") reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry.
2. You agree to comply with Registry's Acceptable Use policies, and Terms of Service, operational standards, policies, procedures and practices as they may be updated from time to time and published at the Registry's website, <http://terms.about.build/>.
3. You agree to be bound by the terms and conditions of initial launch established by Registry, available at <http://policies.build/>, including without limitation land rush and sunrise periods, and further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise periods, including, without limitation your ability/inability to obtain a registered name during that period.
4. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

APPENDIX 'BD'

.LUXURY SPECIFIC CONDITIONS –

Should you seek to register a .LUXURY top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .LUXURY domain registrations.

1. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
2. You agree to comply with the operational standards, policies, procedures and practices for the .LUXURY TLD as established by Luxury Partners, LLC (the “Registry”) or any appointed registry operator, including without limitation the Registry Policies, which may be available at <http://www.dotluxury.com/>.
3. You agree to be bound by the terms and conditions of the initial launch established by Registry, including without limitation the land rush and sunrise periods, and the Start-Up Policies, and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise period, including, without limitation your ability or inability to obtain a registered name during that period.
4. You acknowledge and agree Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement the Registry maintains with ICANN; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
5. You hereby agree to submit to proceedings commenced under other dispute policies as set forth by Registry, including but not limited to processes for the suspension of a domain name pursuant to claims made by intellectual property right holders, Internet engineering and security experts, or other competent claimants for the purpose of upholding the stability, security, and integrity of the .LUXURY Registry.
6. Notwithstanding anything in this Registration Agreement to the contrary, Luxury Partners, LLC, the Registry Operator of the .LUXURY TLD, is and shall be an intended third-party beneficiary of this Registration Agreement. As such, the parties to this Registration Agreement acknowledge and agree that the third-party beneficiary rights of Luxury Partners, LLC have vested and that Luxury Partners, LLC has relied on its third-party beneficiary rights under this Registration Agreement in agreeing to the registrar of record being a registrar for the .LUXURY TLD. Additionally, the third-party beneficiary rights of Luxury Partners, LLC shall survive any termination of this Registration Agreement.

APPENDIX ‘BE’

.GLOBAL SPECIFIC CONDITIONS –

Should you seek to register a .GLOBAL TLD (“Registry TLD”) from Dot Global Domain Registry Limited (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .GLOBAL domain registrations.

1. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the Registration Agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
2. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry TLD, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
3. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Dot Global Domain Registry Limited, and consistent with ICANN’s standards, policies, procedures, and practices and the Registry Agreement. Additional or revised Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days’ notice by Registry to Registrar.
4. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
5. You must comply with any ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.
6. You agree that you have been provided with the Registry Policies (available at <http://www.nic.global/registry-policies.php>) including the Registry’s Acceptable Use Policies

(available at <https://docs.google.com/document/d/1PDCJ9ecrRAatlryaWH-nYombaBjbGNktUtdYs7e61mI/edit>).

APPENDIX ‘BF’

.VEGAS SPECIFIC CONDITIONS –

Should you seek to register a .VEGAS TLD (“Registry TLD”) from Dot Vegas, Inc. (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .VEGAS domain registrations.

1. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
2. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Registry TLD, (available at <http://www.nic.vegas/policies/>) and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
3. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Dot Vegas (available at <http://www.nic.vegas/policies/>) in a non-arbitrary manner and applicable to all registrars, including affiliates of Dot Vegas, and consistent with ICANN’s standards, policies, procedures, and practices and the Registry Agreement.
4. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
5. You must comply with any ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.

APPENDIX ‘BG’

.BERLIN SPECIFIC CONDITIONS –

Should you seek to register a .BERLIN top level domain from dotBERLIN GmbH & Co. KG (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .BERLIN domain registrations.

1. You hereby agree that Registry and registry services provider, acting on behalf of Registry, reserve the right to change the status of the relevant domain name(s) during the resolution of a dispute, a compliance procedure, upon a request from a competent authority (e.g. put on hold, lock), as well as to deny, modify, cancel, suspend, or transfer any registration that it deems necessary, in its complete discretion, in order to; (a) protect the integrity, security, and stability of the Registry System; (b) comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process; (c) avoid any liability of Registry, its affiliates, shareholders, subsidiaries, officers, directors, and employees; (d) stop or prevent any violations of any terms and conditions of this Agreement; (e) correct mistakes made by Registry, registry service providers or any registrar in relation to a domain name registration; and (f) ensure compliance with ICANN and/or Registry Policies.
2. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
3. You agree to adhere and comply with all applicable ICANN policies and Registry policies for resolution of disputes concerning domain names.
4. You agree that Registry is a third-party beneficiary of the Registration Agreement and is entitled to enforce its rights vested by the Registration Agreement.
5. You agree to comply with the .BERLIN Policies (available at <http://dot.berlin/de/berlin-policies>) and agree that the German version of .BERLIN Policies governs and the English versions are provided for convenience only.
6. Every natural person, legal entity, organization or group of persons is entitled to register and use a domain under the .BERLIN top level domain, provided they can show that they have an economic, cultural, historical, social or other connection to the German capital, Berlin, as set out in Registry’s Policy for the Registration of .BERLIN Domain Names, available at <http://dot.berlin/>.

APPENDIX ‘BH’

.CAREER SPECIFIC CONDITIONS –

Should you seek to register a .CAREER TLD (“Registry TLD”) from dotCareer LLC (“Registry Operator”), you must agree to be bound by the following additional terms. In the event that a

term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .CAREER domain registrations.

1. You agree that Registry Operator reserves the right, in its unlimited and sole discretion, to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, including placing any domain name(s) on registry lock, hold or similar status, without any notice thereto: (1) in the event of non-compliance by the Registered Name Holder with any provision of the Registration Agreement, the .CAREER Registry-Registrant Agreement, specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (2) to correct any mistakes made by Registry Operator, registrar of record or any third party in connection with a domain name registration; or (3) for the non-payment of any fees due to Registry Operator;
2. You agree to comply with the operational standards, policies, procedures, and practices (such as, for example, start up, initial operations, sunrise, premium names, etc.) for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars (operational requirements), including affiliates of Registry Operator, and consistent with the Registry Operator's Registry Agreement with ICANN, as applicable, upon Registry Operator's notification to Registrar of the establishment of those terms and conditions.
3. You agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
4. You agree to the .CAREER Registry-Registrant Agreement, as posted at Registry Operator's website (available at <http://dotcareer.jobs/>) and as amended from time to time at the sole discretion of Registry Operator.
5. You agree to comply with any and all applicable national, state or local law, regulation or court order in relation to operations and registrations in the Registry TLD.
6. You agree to (i) grant Registry Operator and Registry Service Provider ("RSP") all necessary licenses and consents to permit Registry Operator and/or RSP or its agent(s) to (a) perform, in Registry Operator or RSP's unlimited and sole discretion, malware scans; (b) collect, store, and process data gathered as a result of such malware scans; (c) disclose the results of such malware scans (including all data therefrom) to Registry Operator and/or ICANN; and (d) use the results of such malware scans (including all data therefrom) in connection with: (1) protecting the integrity, security or stability of the Registry's system; and (2) providing reports and benchmarks based on aggregated data so long as the reports do not identify the TLD; (ii) acknowledge that the results of any malware scan identifying malware or potential malware shall not be deemed to be confidential or proprietary information of registrar of record or Registered Name Holder; (iii) disclaim any and all warranties, representations or covenants that such malware scan will detect any and all malware or that Registry Operator or RSP is responsible for notifying registrar of record or any Registered Name Holder of any malware or cleaning of any malware from any system or website; (iv) indemnify, defend and hold harmless Registry Operator and RSP from and against any and all claims, damages, liabilities, costs and expenses, including reasonable

legal fees and expenses, arising out of or relating to, for any reason whatsoever, any malware scan, the failure to conduct a malware scan, the failure to detect any malware, clean any malware, or the use of any data from malware scans; and (v) prohibit the entrance into any settlement or compromise of any such indemnifiable claim (as set forth in (d) above) without the Registry Operator and RSP's prior written consent.

APPENDIX 'BI'

.QUEBEC SPECIFIC CONDITIONS –

Should you seek to register a .QUEBEC TLD ("Registry TLD") from PointQuébec ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .QUEBEC domain registrations.

1. You acknowledge and agree that the Registry reserves the right to deny, modify, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion, in order to: (a) protect the integrity, security, and stability of the registry system; (b) comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process; (c) avoid any liability of Registry, its affiliates, members, subsidiaries, officers, directors, and employees; (d) stop or prevent any violations of any terms and conditions of this agreement; (e) correct mistakes made by Registry, registry service providers or any registrar in relation to a domain name registration; and (f) ensure compliance with ICANN and/or Registry policies.
2. You agree to comply with the Registry General Registration Policies (available at <http://registre.quebec/>).
3. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
4. The Registry is a third-party beneficiary of this Registration Agreement, entitled to enforce its rights vested by Registration Agreement. Additionally, the third-party rights of the Registry shall survive termination or expiration of this Registration Agreement.

APPENDIX 'BJ'

.WIEN SPECIFIC CONDITIONS –

Should you seek to register a .WIEN top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .WIEN ("Registry TLD") domain registrations.

1. You acknowledge and agree that punkt.wien GmbH (the “Registry”) 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, security and stability of the Internet or Registry; (ii) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs) and/or to comply with any applicable laws, government rules or requirements, requests of law enforcement or any other relevant authority or in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry and Registry Service Provider and their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders; (iv) for violations of this Registration Agreement; (v) to correct mistakes made by Registry or any registrar in connection with a domain name registration; (vi) to ensure compliance with ICANN and/or Registry policies and/or procedures; and/or (vii) for the non-payment of fees to Registry. Registry also reserves the right to lock or place on hold a domain name during resolution of a dispute. Registry will notify registrar of any cancellations, locks, holds or transfers made by Registry to the registrar’s domain name registrations, via email or other method as may be mutually agreed upon by the parties, within twenty four (24) hours of any change, unless otherwise required to by law.

2. You shall comply with the Registry’s General Terms and Conditions, available at https://www.nic.wien/wien/policies/en/20140129_generaltermsconditions_v1.pdf, and all other Registry policies, including for land rush and sunrise periods, as they may be instituted or updated from time to time and published on the Registry website, available at <https://www.nic.wien/de/.wien/policies>.

3. You shall comply with ICANN standards, policies, procedures, and practices for which Registry has responsibility in accordance with the Registry Agreement.

4. You understand and agree that the following persons are eligible for registration of a Registry TLD: any natural person, legal person, organization or association intending to show an economic, cultural, tourist, historical, social or other affinity with the Austrian federal capital: WIEN [Vienna]. No verification procedure will be carried out at the time of registration to verify whether you have the required interests in or relations to Vienna, but fulfillment of the nexus conditions can be reviewed by initiating alternative dispute resolution procedures (“Eligibility Requirements Dispute Resolution Policy”, available at https://www.nic.wien/wien/policies/en/20140129_erdrp_v1.pdf).

5. You hereby represent and warrant that (a) You fulfill one of the general registration requirements and will inform the Registry via your registrar if and when you no longer fulfill those requirements; (b) the application for domain registration is made in good faith and for a statutory purpose; (c) the use of the domain will not be against public policy, will not violate accepted principles of morality (e.g. is not obscene or insulting) and will not be against the law; (d) any email address you provide to us is a working email address; (e) the use of the domain will not infringe any third party’s rights or breach any applicable laws or regulations, including the provision on non-discrimination on the basis of race, language, sex, religion or political views; and (f) the use of the domain is NOT (a) in bad faith or (b) for an illegal purpose.

6. If any of these conditions in paragraph (e) immediately above are not fulfilled or if any of the prerequisites cease to be fulfilled at a later point in time, Registry may refuse to delegate the domain or revoke a delegation to you.

APPENDIX 'BK'

.NYC SPECIFIC CONDITIONS –

Should you seek to register a .NYC TLD from The City of New York (“Registry Operator”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .NYC domain registrations.

1. You agree to the .nyc Acceptable Use Policy, available at http://www.ownit.nyc/policies/nyc_acceptable_use_policy.php, which is hereby incorporated into this Registration Agreement by reference.

2. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry Operator has monitoring responsibility

3. You agree to comply with the operational standards, policies, procedures and practices as established by the Registry Operator, including without limitation the following Registry policies:

(i) .nyc Nexus Policy mentioned at http://www.ownit.nyc/policies/nyc_nexus_policy.php;

(ii) .nyc Acceptable Use Policy mentioned at http://www.ownit.nyc/policies/nyc_acceptable_use_policy.php;

(iii) .nyc Proxy Registration Policy mentioned at http://www.ownit.nyc/policies/nyc_proxy_registration_policy.php; and

(iv) .nyc Web Site Privacy Policy mentioned at http://www.ownit.nyc/policies/nyc_web_site_privacy_policy.php.

4. You agree that you are in compliance with all relevant Federal, New York State and New York City laws, including the tax requirements for conducting business via the Internet. Registrants may find more information about compliance with the City tax laws at the City of New York Department of Finance’s website (currently at www.nyc.gov/finance).

5. The Registrant acknowledges having read and understood and agrees 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/en/help/dndr/udrp/policy>;

(ii) The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and

(iii) The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>

APPENDIX ‘BL’

TOP LEVEL DOMAIN HOLDINGS LIMITED SPECIFIC CONDITIONS –

Should you seek to register a .BEER, .CASA, .COOKING, .COUNTRY, .FISHING, .HORSE, .RODEO, .SURF, .VODKA, .WORK, .WEDDING, .FASHION, .GARDEN, .FIT, .DENTIST, .MARKET, .MORTGAGE, .ENGINEER, .SOFTWARE, .DEGREE, .AIRFORCE, .ARMY, .NAVY, .REPUBLICAN, .SALE, .VET, .VIDEO or .GIVES domain name from a United TLD Holdco Ltd. subsidiary registry (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all United TLD Holdco Ltd. subsidiary registry domain registrations.

1. These Registration Terms and Conditions (“the Registration Terms”) supplement, and are incorporated into, the agreement between you (“you”), a registrant, and the ICANN Accredited Registrar (“Registrar”) that you use to register or reserve a name in the United TLD Top Level Domain (the “Registry TLD”). As between you and United TLD Holdco Ltd., (the “Registry” or “we”), in the event of any conflict between this Agreement Schedule and the terms of your agreement with Registrar (the “Registrar-Registrant Agreement”), these Registration Terms shall prevail. These additional terms may be found at the Registry’s website <http://rightside.co/>.

a. By applying to register or reserve a domain name in a Registry TLD, you represent and warrant that neither your registration nor your use of the name will infringe the intellectual property or other rights of any third party or violate the Registry’s Acceptable Use (Anti-Abuse) Policy mentioned at http://rightside.co/fileadmin/downloads/policies/UnitedTLD_Acceptable_Use_Policy.pdf.

b. You acknowledge and agree to abide by all Registry Policies set forth on the Registry’s website at <http://rightside.co/rightside-registry/policies/> (the “Registry Website”). You specifically acknowledge and agree that the Registry Policies may be modified by the Registry, and agree to comply with any such changes in the time period specified for compliance.

c. You agree to comply with all applicable ICANN requirements and policies found at www.icann.org/en/general/consensus-policies.htm.

d. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, disclosure of date and financial disclosures.

e. You agree that should you use a Registry TLD to collect and or maintain sensitive health and financial data, you implement reasonable appropriate security measures commensurate with the offering of those services as defined by applicable law.

f. You represent and warrant that you have provided to your Registrar current, complete, and accurate information in connection with your application for a registration, and that you will

correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration or reservation. Your obligation to provide current, accurate, and complete information is a material element of these terms, and the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration or reservation if it determines, in its sole discretion, that the information is materially inaccurate.

g. You consent to the collection, use, processing, and/or disclosure of personal information in the United States and in accordance with the Registry's Privacy Policy mentioned at <http://rightside.co/legal/privacy-policy/>, and incorporated by reference here. If you are submitting information from a country other than the country in which the Registry servers are located, your communications with the Registry may result in the transfer of information (including your membership account information) across international boundaries; you consent to such transfer.

h. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), and the Uniform Rapid Suspension System ("URS"), each as described on the ICANN Website. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the Registry, its affiliates and service providers from any and all directly or indirect liability associated with such dispute resolution processes.

i. You acknowledge and agree that the Registry reserves the right, in its sole discretion, to disqualify you or your agents from making or maintaining any registrations or reservations in the Registry TLD if you are found to have repeatedly engaged in abusive registrations.

j. You acknowledge and agree that the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration that it deems necessary, in its discretion, in furtherance of the following:

i. to enforce all Registry Policies, these Registration Terms, and ICANN requirements, as amended from time to time;

ii. to protect the integrity and stability of the Registry, its operations, and the Registry TLDs;

iii. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or you;

iv. to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;

v. to correct mistakes made by the Registry or any Registrar in connection with a registration or reservation;

vi. as otherwise provided herein.

k. The Registration Terms, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). You agree and submit to the exercise of personal jurisdiction of courts in the State of Washington for the purpose of litigating any such claim or action.

l. By agreeing to these Registration Terms and Conditions, you are: (1) Waiving claims that you might otherwise have against the Registry, its employees, affiliates and subsidiaries, and service providers, based on the law of other jurisdictions, including your own; (2) Irrevocably consenting to the exclusive jurisdiction of, and venue in, state or federal courts in the state of Washington over any disputes or claims you have with the Registry, its affiliates and service providers; and (3) submitting yourself to the personal jurisdiction of courts located in the state of Washington for the purpose of resolving any such disputes or claims.

m. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake under your registration agreement with the Registrar and these Registration Terms. You acknowledge and agree that the Registry's third party beneficiary rights have vested, and shall survive any termination or expiration of your registration or reservation.

n. You acknowledge and agree that domain names in the Registry TLD are provided "as is", "with all faults" and "as available." The Registry, its affiliates and service providers, make no express warranties or guarantees about such domain names.

o. To the greatest extent permitted by law, the Registry, its affiliates and service providers, disclaim implied warranties that the Registry and all software, content and services distributed through the registry, its affiliates and service providers are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. The registry, its affiliates and service providers do not guarantee that any registry TLDs, or registry operations will meet your requirements, will be error-free, reliable, without interruption or available at all times. We do not guarantee that the results that may be obtained from the use of the United TLD, including any support services, will be effective, reliable, accurate or meet your requirements. We do not guarantee that you or third parties will be able to access or use a domain name in United TLDs (either directly or through third-party networks) at times or locations of your choosing. No oral or written information or advice given by a representative of the Registry, its affiliates and service providers shall create a warranty regarding operations of the Registry or a domain name in a Registry TLD.

p. The Registry, its affiliates and service providers shall not be liable for any indirect, special, incidental, consequential or exemplary damages arising from your use of, inability to use, or reliance upon a domain name in United TLD. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if the Registry, its affiliates and services providers knew or should have known of the possibility of such damages. Because some states or jurisdictions do

not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, the Registry's liability, and the liability of the Registry's affiliates and service providers, shall be limited to the amount you paid to register a United TLD. You further agree that in no event shall the Registry's, its affiliates' and service providers' total aggregate liability exceed the total amount paid by you for the particular services that are the subject of the cause of action. You agree that the rights stated herein survive the termination of the Registrar's agreement with you.

q. The Registry reserves the right to modify, change, or discontinue any aspect of its Registry Services, these Registration Terms, including without limitation its prices and fees. You acknowledge and agree that the Registry, its affiliates and service providers may provide any and all required notices, agreements, modifications and changes to these Registration Terms, and other information concerning Registry TLDs electronically, by posting such items on the Registry Website. Your continued use of a Registry TLD shall constitute your acceptance of the most current versions of those notices, agreements, modifications, and changes to these Registration Terms. In the event of any conflict between these Registration Terms and the notices, agreements, modifications and changes to the Registration Terms as posted from time to time on the Registry Website at <http://rightside.co/>, the terms posted on the Registry Website shall prevail.

r. You represent and warrant that your use of the Registry and/or the Registry TLDs will not be for any illegal purpose and that you will not undertake any activities with your Registry TLD that will be in violation of the Acceptable Use (Anti-Abuse) Policy mentioned at http://rightside.co/fileadmin/downloads/policies/UnitedTLD_Acceptable_Use_Policy.pdf.

s. The Registry TLDs are intended for and available to applicants and registrants who are at least eighteen (18) years of age. By applying for, registering, or reserving United TLD, you represent and warrant that you are at least eighteen (18) years of age.

2. In addition to the Registration Terms above, you agree to comply with applicable rules and laws including those that relate to privacy, data collection, consumer protection, import/export of services and disclosure of data.

3. If you choose to register a highly regulated TLD (currently .ATTORNEY, .DENTIST and .LAWYER), you agree to the following the additional terms:

a. You represent that you hold the appropriate applicable credentials and you agree to report any changes to these credentials; and

b. You agree to provide, and report any changes to, contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business.

4. If you choose to register a Military TLD from United TLD Holdco Ltd. (currently .AIRFORCE, .ARMY, .NAVY), you agree not to misrepresent or falsely imply that you or your business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist.

APPENDIX ‘BM’

ZA CENTRAL REGISTRY SPECIFIC CONDITIONS –

Should you seek to register a .CAPETOWN, .DURBAN, or a .JOBURG TLD (“Registry TLDs”) from ZA Central Registry (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .CAPETOWN, .DURBAN, and .JOBURG domain registrations. You agree the terms of the Registry’s Registrant Agreement Mandatory Terms (available at https://www.registry.net.za/downloads/u/Registrant_Agreement_Mandatory_Terms_v004.pdf) are hereby incorporated by reference and made an integral part of this Registration Agreement.

APPENDIX ‘BN’

DOTMARKETS REGISTRY LIMITED SPECIFIC CONDITIONS –

Should you seek to register a .MARKETS TLD (“Registry TLD”) from DotMarkets Registry Limited (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .MARKETS domain registrations.

1. You understand and agree to comply with all ICANN standards, policies, procedures and practices.
2. You agree to comply with the provisions of the Registry’s Policies (available at <http://nic.markets/home/policies/>), including the Acceptable Use and Anti-Abuse Policy (available at <http://1q0xao8yfd12c0pupuavmn3d.wpengine.netdna-cdn.com/wp-content/uploads/2015/05/Acceptable-Use-and-Anti-Abuse-Policy-April-2015.pdf>).
3. You represent that you hold the appropriate applicable credentials to conduct activities in the applicable market, and you agree to report any changes to these credentials.
4. You agree to comply with the appropriate regulations and licensing requirements required to conduct activities in the best interest of your customers.
5. You agree to provide, and keep up-to-date contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business.
6. You agree that if you collect and maintain sensitive health and/or financial data, you will comply with applicable laws on the provision of such services and including security measures applicable to that sector.
7. You agree that in the event of a transfer of a domain name, we retain the right to withhold registration of the transfer pending confirmation of the transferee’s credentials.

8. You agree to indemnify, defend and hold harmless the Registry, resellers and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents, within 30 days of Registry's demand, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal and administrative fees and expenses (including on appeal), arising out of or relating in any way to your domain name registration. These obligations shall survive the termination or expiration of this Registration Agreement.

APPENDIX 'BO'

NOMINET UK SPECIFIC CONDITIONS –

Should you seek to register a .CYMRU or .WALES TLD ("Registry TLDs") from Nominet UK ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .CYMRU and .WALES domain registrations.

1. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
2. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
3. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement or (e) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during the resolution of a dispute.
4. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry. Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon ninety (90) days' notice by Registry to Registrar, save that Registry may amend or introduce such operation standards, policies, procedures and practices for the Registry TLD upon 30 days' notice, in the event of an emergency or where it is necessary to make such changes due to the imposition of a new or altered requirement by ICANN. If there is a discrepancy between the terms of this Domain Registration Agreement and the Registry-Registrar Agreement (available at <http://registrars.nominet.org.uk/namespace/cymru-wales/registry-registrar-agreement/rra-document>), the terms of the Registry-Registrar Agreement shall apply to any and all Registry TLD registrations.

5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the RPMs and the dispute resolution procedures relating thereto, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RPMs and the dispute resolution procedures relating thereto, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.

APPENDIX ‘BP’

.FRL SPECIFIC CONDITIONS –

Should you seek to register a .FRL TLD (“Registry TLD”) from FRLregistry BV (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .FRL domain registrations.

1. You agree to comply with the applicable TLD policies (available at <http://support.registreer.frl/hc/en-us/articles/201845122-Registry-Policies>).
2. You acknowledge and agree that Registry shall be entitled to reject a request for registration or suspend, revoke, or delete a domain name in its discretion: (a) if and when the Registry does not hold complete and accurate information as described in the respective Registry TLD policies, or the domain name is not in compliance with any other provision of such Registry TLD policies; (b) to protect the integrity and stability of the shared registry system, and/or the operation and/or management of the Registry TLD; (c) in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority, and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes, and/or any other applicable laws, regulations, policies or decrees; (d) to avoid any liability on behalf of the Registry, including its respective affiliates, directors, officers, employees, subcontractors and/or agents.
3. You agree and warrant that the application for the domain name has been made and will continue to be in good faith, for a lawful purpose; that the domain name does not infringe the rights of any third party; and that you will not use the TLD for any unlawful or defamatory purposes, or contrary to public order or morality.
4. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
- e. You agree to participate in good faith in any proceeding described in the applicable TLD policies (available at <http://support.registreer.frl/hc/en-us/articles/201845122-Registry-Policies>).

APPENDIX ‘BQ’

.AMSTERDAM SPECIFIC CONDITIONS –

Should you seek to register a .AMSTERDAM TLD (“Registry TLD”) from dotAmsterdam BVBV (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .AMSTERDAM domain registrations.

1. You agree to comply with the applicable TLD policies (available at <http://nic.amsterdam/>).
2. You acknowledge and agree that Registry shall be entitled to reject a request for registration or suspend, revoke, or delete a domain name in its discretion: (a) if and when the Registry does not hold complete and accurate information as described in the respective Registry TLD policies, or the domain name is not in compliance with any other provision of such Registry TLD policies; (b) to protect the integrity and stability of the shared registry system, and/or the operation and/or management of the Registry TLD; (c) in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority, and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes, and/or any other applicable laws, regulations, policies or decrees; (d) to avoid any liability on behalf of the Registry, including its respective affiliates, directors, officers, employees, subcontractors and/or agents.
3. You agree and warrant that the application for the domain name has been made and will continue to be in good faith, for a lawful purpose; that the domain name does not infringe the rights of any third party; and that you will not use the TLD for any unlawful or defamatory purposes, or contrary to public order or morality.
4. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
- e. You agree to participate in good faith in any proceeding described in the applicable TLD policies (available at <http://nic.amsterdam/>).

APPENDIX ‘BR’

ICM REGISTRY PN LLC SPECIFIC CONDITIONS –

Should you seek to register a .ADULT or .PORN TLD (“Registry TLD”) from ICM Registry PN LLC (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .ADULT and .PORN domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
2. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.

3. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (a) to protect the integrity and stability of the registry system; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (d) per the terms of the Registry-Registrant Agreement (available at <http://www.icmregistry.com/about/policies/registry-registrant-agreement/>) (e) for violations of this registration agreement; (f) for the non-payment of fees by Registrar; or (g) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.

4. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.

5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, (b) refunds or credits from the Registry for any errors or mistakes caused by the Registrar, and (c) the results of any dispute over a sunrise registration.

6. You agree to be bound by the policies, procedures and practices for the Registry's Limited Registration periods.

7. You agree to comply with the public interest commitments as set forth in Specification 11 in the Registry Agreement (available at <https://www.icann.org/resources/agreement/adult-2014-10-16-en> for .ADULT and at <https://www.icann.org/resources/agreement/porn-2014-10-16-en> for .PORN), and Government Advisory Committee safeguards as published or provided to the Registrar by the Registry.

8. You understand and agree Registry Operator may label your site, or any site to which the domain name redirects irrespective of the top-level domain, for child protection purposes.

APPENDIX 'BS'

JIANGSU BANGNING SCIENCE & TECHNOLOGY CO., LTD. SPECIFIC CONDITIONS –

Should you seek to register a .TOP TLD ("Registry TLD") from Jiangsu Bangning Science & Technology Co., Ltd. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .TOP domain registrations.

1. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

2. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLDs established from time to time by the Registry.

3. You agree to comply with all Registry policies (available at <http://www.nic.top/en/policy.asp>) and agree that the Registry policies are incorporated into this Registration Agreement.

APPENDIX ‘BT’

DOT-IRISH LLC SPECIFIC CONDITIONS –

Should you seek to register a .IRISH TLD (“Registry TLD”) from Dot-Irish LLC (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .IRISH domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.

2. You agree to immediately correct and update the Registration Information for the Registered Name Holder upon any change.

3. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the Registration Agreement; (e) for the non-payment of fees by Registrar, or (f) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

4. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.

5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without any sunrise period, limited registration period, or landrush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, and (b) the results of any dispute over a sunrise registration.

APPENDIX ‘BU’

MONOLITH REGISTRY LLC SPECIFIC CONDITIONS –

Should you seek to register a .VOTE or a .VOTO TLD (“Registry TLDs”) from Monolith Registry LLC (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .VOTE and .VOTO domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time by the Registry.
2. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
3. You agree that the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (a) to protect the integrity and stability of the registry system; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (d) per the terms of this registration agreement; (e) for the non-payment of fees by Registrar; or (f) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.
4. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, and (b) the results of any dispute over a sunrise registration.
5. You agree to comply with the public interest commitments as set forth in Specification 11 in the Registry Agreement (available at <https://www.icann.org/resources/agreement/vote-2013-11-21-en> for .VOTE and at <https://www.icann.org/resources/agreement/voto-2013-11-21-en> for .VOTO), community registration policies as set forth in Specification 12 in the Registry Agreement (available at <https://www.icann.org/resources/agreement/vote-2013-11-21-en> for .VOTE and at <https://www.icann.org/resources/agreement/voto-2013-11-21-en> for .VOTO) and Government Advisory Committee safeguards as published or provided to the Registrar by the Registry.

APPENDIX ‘BV’

INTERNATIONAL DOMAIN REGISTRY PTY LTD SPECIFIC CONDITIONS –

Should you seek to register a شبكة (".SHABAKA") ("Registry TLD") from the International Domain Registry Pty Ltd ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .SHABAKA domain registrations.

1. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
2. You agree to comply with all ICANN rights protection mechanisms (available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-30sep13-en>), and to submit to any proceedings brought in accordance with ICANN rights protection mechanisms.
3. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
4. You agree to comply with the Registry's published policies (available at <http://www.dotshabaka.com/policies-en.php>).
5. You represent you have the authority to enter into the registration agreement.
6. You agree and understand that the application for a domain name may not result in the domain name being registered to you.
7. You agree and understand certain domain names may not be available.
8. You agree that the Registry may reserve certain domain names.
9. You agree that during certain periods, multiple applications for the same domain name may be accepted, that those applications will be subject to allocation procedures established by the Registry, and that you will pay the applicable fees for the allocation procedure.
10. You agree the Registry may prevent a domain registration, or cancel, lock, place on hold, transfer or delete any domain name it deems necessary in its sole discretion.
11. You agree to the price for the domain name and additional services displayed on our website.
12. You agree that the price for registration of the domain name and the price for renewal of the domain name may be different.
13. You agree that no refund will be offered for your failure to review or understand the fees.
14. You agree the Registry or its service providers may contact you in relation to your domain name.

15. You agree that your failure to provide sufficient information to verify your domain registration may result in the rejection of your domain registration application.

16. You must ensure that neither the registration of the domain, nor the manner in which it is directly or indirectly used infringes the intellectual property rights of any third party.

APPENDIX 'BW'

BESTTLD PTY LTD. SPECIFIC CONDITIONS –

Should you seek to register a .BEST TLD (“Registry TLD”) from BESTTLD Pty Ltd. (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .BEST domain registrations.

1. You agree to comply with the Registrant Agreement (available at <http://aboutus.best/registrantagreement/>) and Registry Policies (available at <http://aboutus.best/overview.html>), operational standards, policies, procedures and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN’s standards, policies, procedures, and practices and Registry’s Registry Agreement with ICANN.
2. You agree to submit to proceedings commenced under ICANN’s Uniform Domain Name Dispute Resolution Policy (UDRP), the Uniform Rapid Suspension (URS), Complaint Resolution Service (CRS), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry (available at <http://aboutus.best/overview.html>).
3. You are obliged and required to ensure that your use of a domain name in the Registry TLD is at all times lawful and in accordance with the requirements of the Registry Policies and applicable laws and regulations, including those of the Registrant’s country of residence and ICANN Consensus Policies, including but not limited to those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data, and financial disclosures.
4. If you collect and maintain sensitive health and financial data using a Registry TLD registration, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Where applicable, you represent that you possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Registry TLD; material changes to the validity of such credentials must be reported to the Registry.
5. You must comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

APPENDIX 'BX'

NATIONAL INTERNET EXCHANGE OF INDIA SPECIFIC CONDITIONS –

Should you seek to register a an IDN TLD such that .भारत, .ভারত, .ಭಾರತ್, .भारत, ب هارت, .இந்தியா, and .ভারত (“Registry TLD”) from National Internet Exchange of India (“Registry”), you must agree to be bound by the Registry Terms and Conditions for Registrants (available at https://www.registry.in/system/files/IDN_Terms_and_Conditions_for_Registrants_2.pdf). In the event that a term in the Registry Terms and Conditions conflicts with the Registration Agreement, the terms of the Registry Terms and Conditions shall apply to any and all IDN TLD domain registrations from Registry.

APPENDIX ‘BY’

.KIWI SPECIFIC CONDITIONS –

Should you seek to register a .KIWI top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .KIWI domain registrations.

1. You acknowledge and agree that Dot Kiwi Limited (“Registry Operator”) reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (b) to correct mistakes made by Registry Operator or registrar of record in connection with a domain name registration; (c) if required by a URS, UDRP, DRS, or CRS proceeding; or (d) for the non-payment of fees to Registry Operator.
2. You agree to comply with all Registry Operator policies set forth on the Registry Operator’s website at <https://hello.kiwi/policies>.
3. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), Dispute Resolution Service (DRS), Complaint Resolution Service (CRS), available at <https://hello.kiwi/policies>, and the Inter-Registrar Transfer Policy, available at <http://www.icann.org/en/resources/registrars/transfers/policy>, each in their most recent form and each as may be amended from time to time.

APPENDIX ‘BZ’

.ONE SPECIFIC CONDITIONS –

Should you seek to register a .ONE TLD (“Registry TLD”) from One Registry (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .ONE domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
2. You acknowledge and agree the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration.
3. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
4. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.

APPENDIX ‘CA’

.CEO SPECIFIC CONDITIONS –

Should you seek to register a .CEO TLD (“Registry TLD”) from CEOTLD Pty Ltd. (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .CEO domain registrations.

1. You agree to comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
2. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry.
3. You agree to comply with the Registry’s policies, including the Registrant Agreement, (available at https://drive.google.com/folderview?id=0B_Dl_papOCW3ZU14cTQtUVYtWW8&usp=sharing), operational standards, policies, procedures and practices for the Registry TLD established by Registry.
4. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs); (b) to correct mistakes made by the Registry or any Registrar in connection with a domain name

registration; (c) if required by a URS, UDRP, CRS proceeding; or (d) for the non-payment of fees to the Registry.

5. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), the Uniform Rapid Suspension (URS), Complaint Resolution Service (CRS), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry, and the Inter-Registrar Transfer Policy (IRTP).

ANNEX 3

Home > Whois Lookup > Omegle.com

Whois Record for Omegle.com

— Whois & Quick Stats

Email	leif@omegle.com abuse@support.gandi.net is associated with ~855,469 domains	↩
Registrar	GANDI SAS	
Registrar Status	clientTransferProhibited	
Dates	Created on 2008-07-26 - Expires on 2020-07-26 - Updated on 2014-09-02	↩
Name Server(s)	GENE.NS.CLOUDFLARE.COM (has 935,565 domains) SIMON.NS.CLOUDFLARE.COM (has 935,565 domains)	↩
IP Address	198.41.176.169 is hosted on a dedicated server	↩
IP Location	 - California - Los Angeles - Cloudflare Inc.	
ASN	 AS13335 CLOUDFLARENET - CloudFlare, Inc. (registered Jul 14, 2010)	
Domain Status	Registered And Active Website	
Whois History	1,801 records have been archived since 2008-07-28	↩
IP History	53 changes on 39 unique IP addresses over 8 years	↩
Registrar History	3 registrars with 1 drop	↩
Hosting History	7 changes on 6 unique name servers over 9 years	↩
Whois Server	whois.gandi.net	

— Website

Website Title	 Omegle: Talk to strangers!	↩
Server Type	cloudflare-nginx	   

OMEGLE001593

Response Code	200
SEO Score	97%
Terms	541 (Unique: 255, Linked: 13)
Images	0 (Alt tags missing: 0)
Links	4 (Internal: 2, Outbound: 2)

Whois Record (last updated on 2015-08-31)

```
Domain Name: omegle.com
Registry Domain ID: 1510431242_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.gandi.net
Registrar URL: http://www.gandi.net
Updated Date: 2015-08-26T22:40:40Z
Creation Date: 2008-07-26T18:04:32Z
Registrar Registration Expiration Date: 2020-07-26T18:04:32Z
Registrar: GANDI SAS
Registrar IANA ID: 81
Registrar Abuse Contact Email: abuse@support.gandi.net
Registrar Abuse Contact Phone: +33.170377661
Reseller:
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
Domain Status:
Domain Status:
Domain Status:
Registry Registrant ID:
Registrant Name: Leif K-Brooks
Registrant Organization: Omegle.com LLC
Registrant Street: 1545 NW Market St #207
Registrant City: Seattle
Registrant State/Province: Washington
Registrant Postal Code: 98107
Registrant Country: US
Registrant Phone: +1.8023804064
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: leif@omegle.com
Registry Admin ID:
Admin Name: Leif K-Brooks
Admin Organization: Omegle.com LLC
Admin Street: 1545 NW Market St #207
Admin City: Seattle
Admin State/Province: Washington
Admin Postal Code: 98107
Admin Country: US
Admin Phone: +1.8023804064
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: leif@omegle.com
Registry Tech ID:
Tech Name: Leif K-Brooks
Tech Organization: Omegle.com LLC
Tech Street: 1545 NW Market St #207
```

OMEGLE001594

Tech City: Seattle
 Tech State/Province: Washington
 Tech Postal Code: 98107
 Tech Country: US
 Tech Phone: +1.8023804064
 Tech Phone Ext:
 Tech Fax:
 Tech Fax Ext:
 Tech Email: leif@omegle.com
 Name Server: GENE.NS.CLOUDFLARE.COM
 Name Server: SIMON.NS.CLOUDFLARE.COM
 Name Server:
 Name Server:
 Name Server:
 Name Server:
 Name Server:
 Name Server:
 Name Server:
 Name Server:
 DNSSEC: Unsigned
 URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>

For more information on Whois status codes, please visit
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

Reseller Email:
 Reseller URL:

Tools

Whois History	
Hosting History	
Monitor Domain Properties	▼
Reverse Whois Lookup	▼
Reverse IP Address Lookup	▼
Reverse Name Server Lookup	▼
Network Tools	▼
Buy This Domain ▼	
Visit Website	
  Preview the Full Domain Report 	



OMEGLE001595

Image Supplied By DomainTools.com[View Screenshot History](#)**Available TLDs****General TLDs**

Country TLDs

The following domains are available through our preferred partners. Select domains below for more information. (3rd party site)

- ☐ Taken domain.
☐ Available domain.
☐ Deleted previously owned domain.

[Omegle.com](#)[View Whois](#)[Omegle.net](#)[View Whois](#)[Omegle.org](#)[View Whois](#)[Omegle.info](#)[View Whois](#)[Omegle.us](#)[View Whois](#)

ANNEX 4

The New York Times

INTERNET

Tired of Old Web Friends? A New Site Promises Strangers

By DOUGLAS QUENQUA APRIL 26, 2009

Even from its earliest days, the Internet has promised to bring together people based on common interests rather than ZIP codes. But the sudden rise of a new Web site suggests some people are growing weary of all that sameness.

Omegle.com connects its users with random, anonymous strangers for a private, real-time chat. The site, which started last month, was developed by Leif K-Brooks, an 18-year-old amateur Web programmer and high school student in Vermont who was worried that people's Web interactions had "become stagnant."

"You can't learn anything from someone exactly like you," said Mr. K-Brooks. "The goal was to create a new kind of association: anonymous interaction with a stranger that complements existing social sites and helps people broaden their horizons."

Less than a month after its debut, Omegle is drawing about 150,000 page views a day, according to Mr. K-Brooks, and is growing quickly through word of mouth.

Whether the site is actually broadening anyone's horizons is another

OMEGLE001598

question. Mr. K-Brooks says he doesn't monitor the conversations and has no data on how people are using the site. "As long as people are having fun, I'm happy," he said.

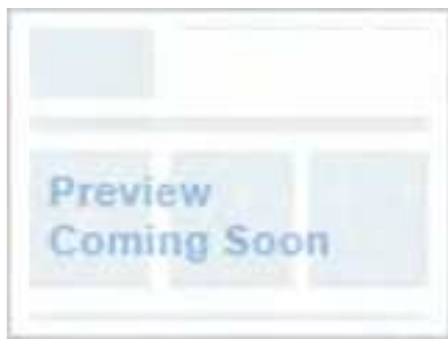
Mr. K-Brooks's aspirations for the site are modest. He makes some money by selling advertising on Omegle's home page, but is realistic about the limits of anonymous chat. "I think most of the features I add over time will be relatively small, building on the core I've already established," he said. Then, there is this suggestion, on the Web site's "Start a Chat" page: "Send feedback to Omegle (or a job offer to its founder)."

It is perhaps not surprising that Omegle has arrived in the age of Facebook, where etiquette and accountability threaten to squeeze some of the fun out of Web surfing. But that could also be its downfall, says Jason Tanz, a senior editor at Wired.

"The first person I connected with said, 'let's have cyber right now,' " he said of his experience on Omegle, referring to cybersex. "The second was a 14-year-old kid from London. It's not hard to see how this is going to be a problem." **DOUGLAS QUENQUA**

A version of this article appears in print on , on page B5 of the New York edition with the headline: Tired of Old Web Friends? A New Site Promises Strangers.

ANNEX 5



Omegle.com

The Internet is full of cool people; Omegle lets you meet them. When you use Omegle, we pick someone else at random so you can have a one-on-one chat.

Global Rank

Worldwide

598 ↓

Country Rank

United States 🇺🇸

616 ↓

Category Rank

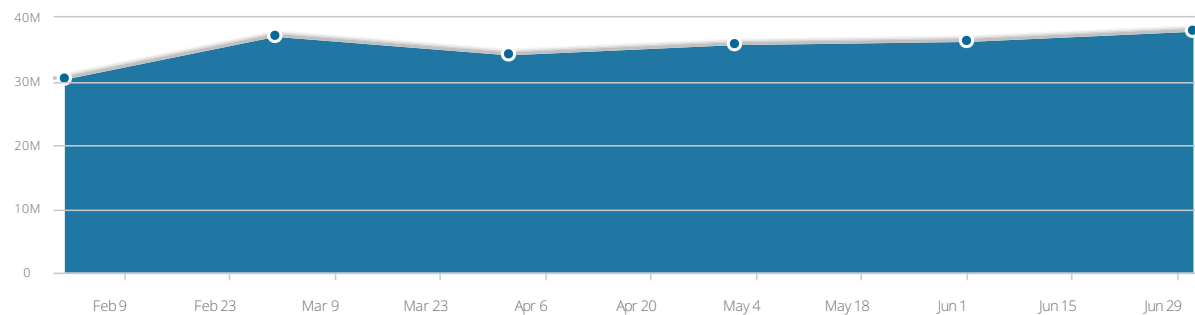
Internet and Telecom > Chats and Forum.

4 ↑

Traffic Overview

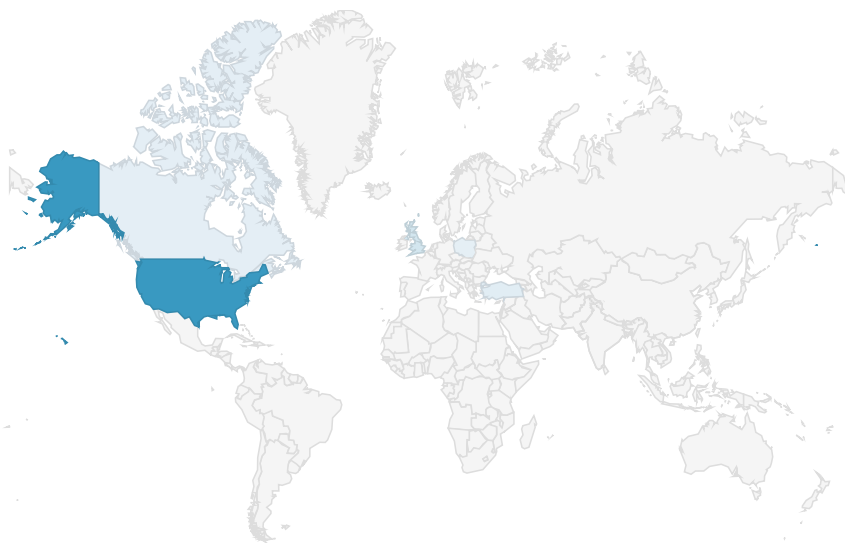
Estimated Monthly Visits

Showing last 6 months



Traffic by countries

On Desktop, Last 3 months



Engagement

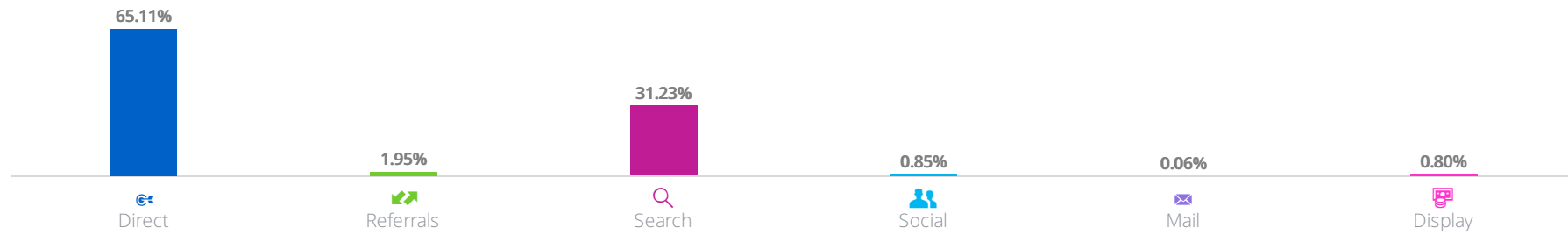
On Desktop, in July, 2015

Visits	38M
⌚ Time On Site	00:04:51
📄 Page Views	6.13
➡ Bounce Rate	53.29%

🇺🇸 United States	37.40%
🇬🇧 United Kingdom	7.26%
🇹🇷 Turkey	4.50%
🇨🇦 Canada	3.91%
🇵🇱 Poland	3.68%

Traffic Sources

On Desktop, Last 3 months



Referrals



1.95%

Of traffic is from Referrals

Top Referring Sites:

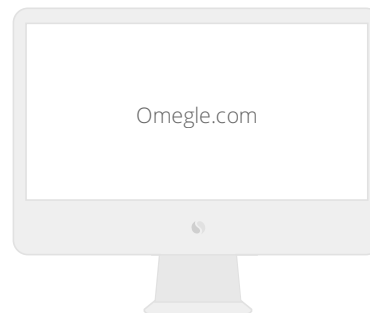
Theporndude.com

Searchlock.com

View.contextualyield.com

Thesmartsearch.net

Search.portalsepeti.com



Top Destination Sites:

Slutroulette.com

Omnaling.com

Facebook.com

Stamplive.com

View.contextualyield.com

Search



31.23%

Of traffic is from Search

100%
Organic Searches

0%
Paid Searches

Organic Keywords:

omegle

omegle.com

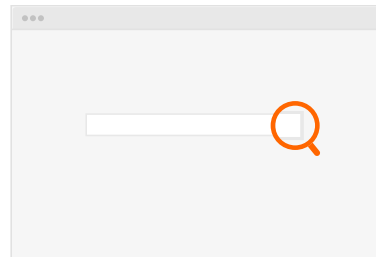
omgle

omegal

omeagle

Paid Keywords:

No Paid Keywords



Social



0.85%

Of traffic is from Social

Reddit



61.24%

Facebook



27.23%

Youtube



4.75%

Vk.com



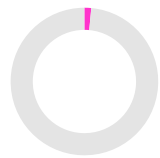
2.90%

Twitter



2.15%

Display Advertising



0.8%

Of traffic is from Display Ads

Top Publishers

Omegle.name

Megaoferta.net

Google.co.in

Apps.facebook.com

View.contextualyield.com

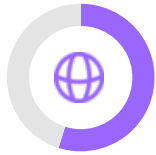
Top Ad Networks

Display Ads

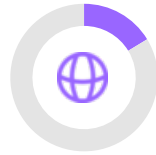
--	--	--

Audience Interests

Categories



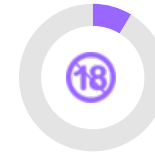
Internet And Telecom



Internet And Telecom > Chats
And Forums



People And Society >
Relationships And Dating



Adult

Also visited websites

Chatroulette.com

Chatrandom.com

Bazoocam.org

Younow.com

Motherless.com

Topics

Similar Sites

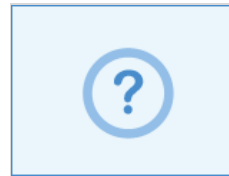
Similarity



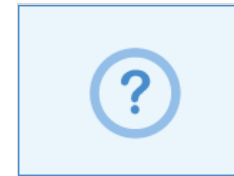
Randomchat.free.fr



Chatroulette.com



Shufflepeople...



Iddin.com



Tinychat.com



Haihuoc.com



Imeeztu.com



Chatrandom.com



Luguode.com



Omegle.com.nyud.n...

Rank



☐ Youtube.com



☐ Tumblr.com



☐ Tinchat.com



☐ Chatrandom.com



☐ Chatroulette.com



☐ Failblog.org



☐ Fmylife.com



☐ Imeeztu.com



☐ Streamberry.com



☐ Tohla.com

Related Mobile Apps

NO APPS FOUND

ANNEX 6


United States Patent and Trademark Office
[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)
Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Fri Sep 4 03:21:02 EDT 2015

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#)

Logout Please logout when you are done to release system resources allocated for you.

Record 1 out of 1
[TSDR](#) [ASSIGN Status](#) [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

OmeGLE

Word Mark	OMEGLE
Goods and Services	IC 038. US 100 101 104. G & S: Providing internet chatrooms. FIRST USE: 20090325. FIRST USE IN COMMERCE: 20090325
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85205131
Filing Date	December 23, 2010
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	May 3, 2011
Registration Number	3997588
Registration Date	July 19, 2011
Owner	(REGISTRANT) K-Brooks, Leif C INDIVIDUAL UNITED STATES 1931 SW 14th Ave Apartment 3 Portland OREGON 97201 (LAST LISTED OWNER) OMEGLE.COM LLC LIMITED LIABILITY COMPANY OREGON 1545 NW MARKET ST APT 207 SEATTLE WASHINGTON 98107
Assignment Recorded	ASSIGNMENT RECORDED
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [TOP](#) [HELP](#)

OMEGLE001613

[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

ANNEX 7

DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

This Domain Name and Trademark Assignment Agreement ("Agreement"), effective as of August 27, 2015 (the "Effective Date"), is made between Leif K-Brooks, an individual ("Assignor"), and Omegle.com LLC, an Oregon limited liability company ("Assignee").

RECITALS

Subject to the terms and conditions of this Agreement, Assignor hereby agrees to sell, transfer and assign, and Assignee hereby agrees to purchase (i) the domain name <omgle.com> and the registration thereof (together, the "Domain Name"), (ii) the trademark OMEGLE along with U.S. Trademark Registration No. 3997588 and the trademark "Talk to strangers!" along with U.S. Trademark Registration No. 3997589 (together, the "Marks"), (iii) all goodwill associated with the foregoing (the "Goodwill").

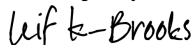
AGREEMENT

1. Assignment. In consideration of the payment by Assignee to Assignor set forth in Section 2 (the "Payment"), Assignor hereby perpetually, irrevocably, and unconditionally transfers and assigns to Assignee all right, title and interest in and to the Domain Name, Marks and Goodwill.
2. Payment. Upon execution of this Agreement, Assignee shall pay to Assignor the sum of One Hundred Dollars (\$100.00) (the "Payment").
3. Transfer of Domain Name. Upon receipt of the Payment, Assignor will transfer ownership and control of the Domain Name and the registration account associated with the Domain Name to Assignee. Effective upon the completed transfer of ownership and control of the Domain Name, Assignee shall be responsible for and shall pay all costs relating to the registration and maintenance of the Domain Name.
4. Recording of Assignment of Marks. Upon receipt of the Payment, Assignee shall record the assignment of the Marks with the United States Patent and Trademark Office. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration and maintenance of the Marks.
5. Miscellaneous. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or undertakings between the parties with respect to the subject matter hereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns, but will not run to the benefit of or be enforceable by any other person. This Agreement will be governed by the laws of the State of Washington and the United States, without regard to its conflict of laws principles.

LEIF K-BROOKS (ASSIGNOR)

OMEGLE.COM LLC (ASSIGNEE)

DocuSigned by:

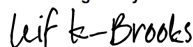


A3C1BB604E9A4DD...

Leif K-Brooks

By:

DocuSigned by:



A3C1BB604E9A4DD...

Leif K-Brooks

Title: Manager, Omegle.com LLC

OMEGLE001616

ANNEX 8

[Dictionary](#)[Thesaurus](#)[Medical](#)[Scrabble®](#)[Spanish Central](#)[Browse Dictionary](#)[Browse Thesaurus](#)

omegle

**SEARCH** >[Get our free apps!](#)[iPhone](#)[iPad](#)[Android](#)[Games](#)[Word of the Day](#)[Video](#)[Blog: Words at Play](#)[My Faves](#)[Dictionary Spelling Help](#)

omegle

The word you've entered isn't in the dictionary. Click on a spelling suggestion below or try again using the search bar above.

1. omega
2. omelet
3. omega-
4. mogul
5. megal-
6. -megaly
7. moulage
8. model
9. motel
10. Miguel
11. mileage
12. meddle
13. mettle
14. mottle
15. homage
16. MEGO
17. homelike
18. module
19. motile
20. image

[Words at Play](#)

Where Did That h/t
Come From?



Poignant vs. Pungent

[Word Games](#)

Take a 3-minute break and test your skills!

[Name That Thing](#)[True or False?](#)[Spell It](#)[Trend Watch](#)

Hypocrite
Josh Duggar's name turns up in
Ashley Madison hack ...



10 Charming Words for
Nasty People

Put-downs with flair

[Learn More >](#)



When "Literally" isn't, well,
literal

How to use a word that
(literally) drives some people
nuts.

[Watch Now >](#)



Know what this is?

Test your vocab with our fun,
fast game

[Go Play >](#)



Fear of cats?

Ailurophobia, and 9 other
unusual fears

[Learn More >](#)

[Join Us](#)

Merriam-Webster
on Facebook >



Merriam-Webster
on Twitter >

[Bookstore: Digital and Print](#)

Merriam-Webster references for Mobile,
Kindle, print, and more.

[See All >](#)

[Other Merriam-Webster Dictionaries](#)

[Spanish Central](#) >

[Learner's ESL Dictionary](#) >

[WordCentral for Kids](#) >

[Visual Dictionary](#) >

[SCRABBLE® Word Finder](#) >

[Webster's Unabridged Dictionary](#) >

[Britannica English - Arabic Translation](#) >

[English - Spanish-English Translation](#) >

[Home](#) • [Help](#) • [About Us](#) • [Shop](#) • [Advertising Info](#) • [Dictionary API](#) • [Privacy Policy](#) • [Terms of Use](#)

[About Our Ads](#) • [Contact Us](#) • [Browser Tools](#) • [The Open Dictionary](#)

© 2015 Merriam-Webster, Incorporated

OMEGLE001618

[Browse the Dictionary](#) • [Browse the Thesaurus](#) • [Browse the Spanish-English Dictionary](#) • [Browse the Medical Dictionary](#)



Did you mean **ogle**?

More suggestions:

omega	engle
omegas	ingle
eagle	megal
miggle	ogler
emile	omg
émile	emerge
image	megal-
megalo	megaly
ohmage	angle
-megaly	okelley
impale	omega's
omegas'	opercle
smuggle	amole
macle	amble
ample	umble

Discover our greatest slideshows



9 Internet Abbreviations Decoded



Double your fun with these...



Penny-farthings to Panniers: 7...



Speak with Savoir-faire: 10 French...

Browse more topics

Alot vs. A lot: 9 Language Crimes to Watch Out For
Avoid the pitfalls of irregardless, thusly, and anyways.

What's the Difference Between "A While" and "Awhile"?
This is another pair of homophones that can be very confusing.

Know These 9 Commonly Confused Pairs?
Imminent, eminent, or immanent? Find out which one is which.

You Can Debunk Something, But Why Can't You Bunk Something?
As readers, we recognize prefixes, like dis- and un-, as expressing negation. However, there are some clear exceptions to these rules.

☐ Spelling Secrets

Six Words That Can Ruin Your Sentence

Solving the Punctuation Puzzle

Double Your Fun with Irregular Plurals

Did You Know?

What Was the Top Misspelling of the Year?

Enuf or Enough? Why Is English Spelling So Random?

How Does Autocorrect Work?

What Is the "Bee" in "Spelling Bee"?

Why Do We Capitalize I?

Why Was Z Removed from the Alphabet?

ANNEX 9

Omegle

Country: 



You have denied access to your devices. Your partners will not be able to see and hear you. Move mouse here to allow access.

start

stop

report abuse

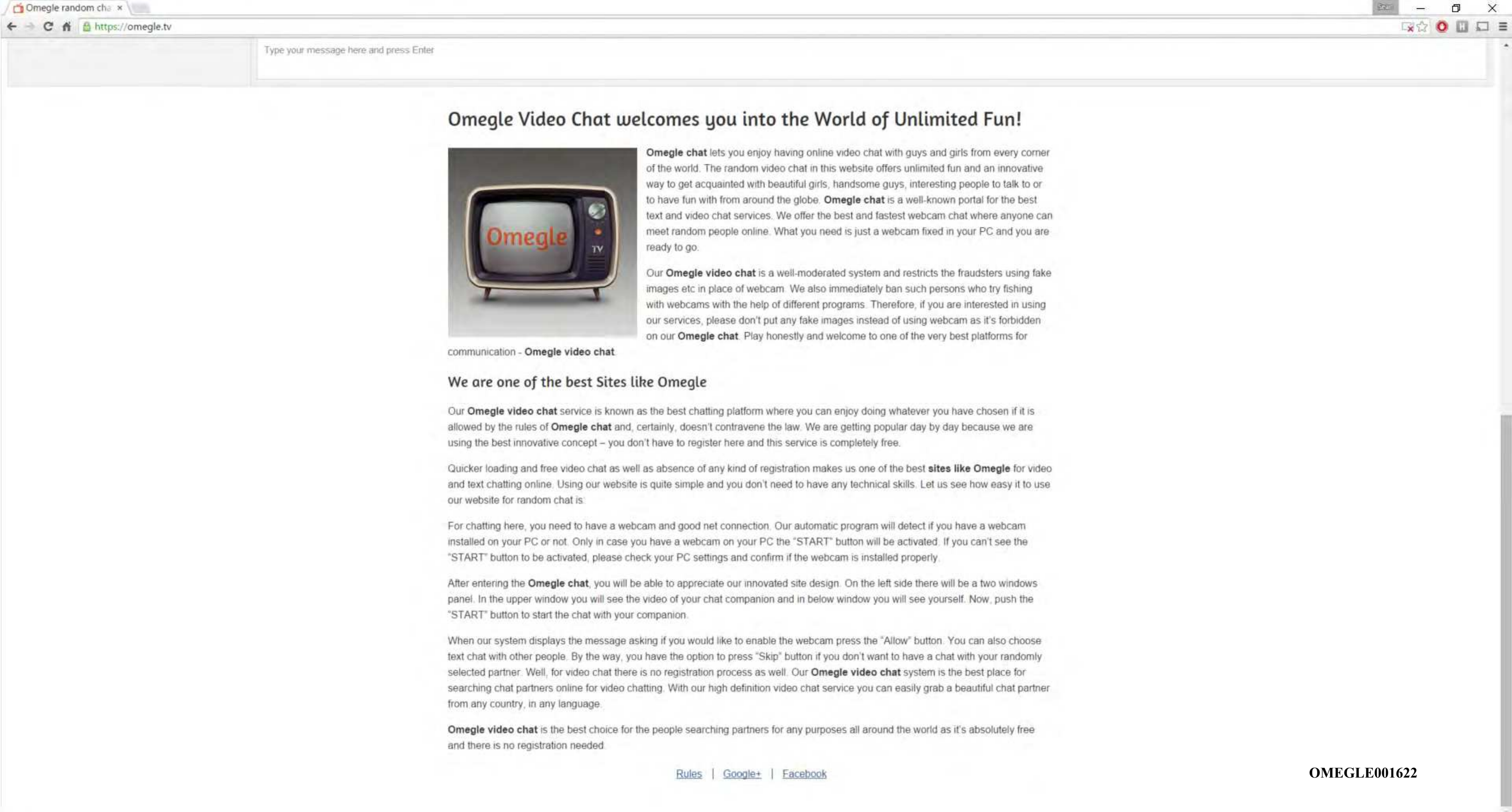
Welcome to [Omegle](#)!

Start!

By using this site you agree with our [rules](#).
Rules violators will be banned. Try to keep your face visible in camera frame.
You can embed this chat into your site or blog! Just [get an HTML-code](#).

Type your message here and press Enter

OMEGLE001621



Omegle Video Chat welcomes you into the World of Unlimited Fun!



communication - Omegle video chat

Omegle chat lets you enjoy having online video chat with guys and girls from every corner of the world. The random video chat in this website offers unlimited fun and an innovative way to get acquainted with beautiful girls, handsome guys, interesting people to talk to or to have fun with from around the globe. **Omegle chat** is a well-known portal for the best text and video chat services. We offer the best and fastest webcam chat where anyone can meet random people online. What you need is just a webcam fixed in your PC and you are ready to go.

Our **Omegle video chat** is a well-moderated system and restricts the fraudsters using fake images etc in place of webcam. We also immediately ban such persons who try fishing with webcams with the help of different programs. Therefore, if you are interested in using our services, please don't put any fake images instead of using webcam as it's forbidden on our **Omegle chat**. Play honestly and welcome to one of the very best platforms for

We are one of the best Sites like Omegle

Our **Omegle video chat** service is known as the best chatting platform where you can enjoy doing whatever you have chosen if it is allowed by the rules of **Omegle chat** and, certainly, doesn't contravene the law. We are getting popular day by day because we are using the best innovative concept – you don't have to register here and this service is completely free.

Quicker loading and free video chat as well as absence of any kind of registration makes us one of the best **sites like Omegle** for video and text chatting online. Using our website is quite simple and you don't need to have any technical skills. Let us see how easy it to use our website for random chat is:

For chatting here, you need to have a webcam and good net connection. Our automatic program will detect if you have a webcam installed on your PC or not. Only in case you have a webcam on your PC the "START" button will be activated. If you can't see the "START" button to be activated, please check your PC settings and confirm if the webcam is installed properly.

After entering the **Omegle chat**, you will be able to appreciate our innovated site design. On the left side there will be a two windows panel. In the upper window you will see the video of your chat companion and in below window you will see yourself. Now, push the "START" button to start the chat with your companion.

When our system displays the message asking if you would like to enable the webcam press the "Allow" button. You can also choose text chat with other people. By the way, you have the option to press "Skip" button if you don't want to have a chat with your randomly selected partner. Well, for video chat there is no registration process as well. Our **Omegle video chat** system is the best place for searching chat partners online for video chatting. With our high definition video chat service you can easily grab a beautiful chat partner from any country, in any language.

Omegle video chat is the best choice for the people searching partners for any purposes all around the world as it's absolutely free and there is no registration needed.

ANNEX 10

Omegle's mobile site is awesome on a smartphone or tablet!

Omegle (*oh-meg-ull*) is a great way to meet new friends. When you use Omegle, we pick someone else at random and let you talk one-on-one. To help you stay safe, chats are anonymous unless you tell someone who you are (not suggested!), and you can stop a chat at any time. Predators have been known to use Omegle, so please be careful.

If you prefer, you can add your interests, and Omegle will look for someone who's into some of the same things as you instead of someone completely random.

By using Omegle, you accept the terms at the bottom. You must be 18+ or 13+ with parental permission.

Video is monitored. Keep it clean ! *

18+: [\(Adult\)](#) [\(Unmoderated Section\)](#)

What do you wanna talk about?

Add your interests (optional)

☐ Add my Facebook likes as topics

► College student chat

Start chatting:

Text

or

Video

Spy (question) mode

Loading...

By using the Omegle Web site, and/or related products and/or services ("Omegle", provided by Omegle.com LLC), you agree to the following terms: Do not use Omegle if you are under 13. If you are under 18, use it only with a parent/guardian's permission. Do not transmit nudity, sexually harass anyone, publicize other peoples' private information, make statements that defame or libel anyone, violate intellectual property rights, use automated programs to start chats, or behave in any other inappropriate or illegal way on Omegle. Understand that human behavior is fundamentally uncontrollable, that the people you encounter on Omegle may not behave appropriately, and that they are solely responsible for their own behavior. Use Omegle at your own peril. Disconnect if anyone makes you feel uncomfortable. You may be denied access to Omegle for inappropriate behavior, or for any other reason. OMEGLE IS PROVIDED AS IS, AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IT IS PROVIDED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, NOT EVEN A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE PROVIDER OF OMEGLE, AND ANY OTHER PERSON OR ENTITY ASSOCIATED WITH OMEGLE'S OPERATION, SHALL NOT BE HELD LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES ARISING FROM THE USE OF OMEGLE, OR ANY OTHER DAMAGES RELATED TO OMEGLE OF ANY KIND WHATSOEVER. By using Omegle, you accept the practices outlined in Omegle's [PRIVACY POLICY and INFORMATION ABOUT THE USE OF COOKIES](#) (updated 2014-06-03 - contains important information about video chat monitoring).

Parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. If you are interested in learning more about these protections, information is available at <http://kids.getnetwise.org/tools/> as well as a number of other Internet sites that provide information on this topic. **OMEGLE001624**

* Omegle video chat is moderated. However, moderation is not perfect. You may still encounter people who misbehave. They are solely responsible for their own behavior.

► Send feedback to Omegle's staff

ANNEX 11

AUG 30, 2010 @ 1:32 AM 2,374 VIEWS

Competitor Benefits From Chatroulette's Absence

**Oliver Chiang**, FORBES STAFF[FOLLOW ON FORBES \(135\)](#)

Opinions expressed by Forbes Contributors are their own.

FULL BIO ▾

While [Chatroulette](#) has been [down for the past week](#), promising a revamped site last week, but with nothing to show yet, another online “chat with strangers” service called [Omegle](#) says it has benefited greatly from Chatroulette’s absence.

The founder of Omegle, 18-year-old Leif K-Brooks (the American counterpart to 17-year-old Chatroulette founder Andrey Ternovskiy), tells me that his site has seen a “massive” increase in traffic since Chatroulette has been down. He writes, in an email:

Recommended by Forbes

MOST POPULAR



+45,785 VIEWS

Photos: The
World's
Highest-Paid
Actresses 2015

Meet 3LAU, The
DJ That Turned
Down Wall
Street

“Last week was up 16% since the previous week, with even larger gains toward the end of the week. Saturday’s traffic was up 23% since the previous Saturday. Omegle is now receiving more than 1.1 million pageviews per day, and that number is continuing to climb.”

OMEGLE001626

And more importantly: “Ad revenue has been increasing at an even greater rate.”

Web analytics site seems to confirm that Chatroulette has seen a big dip in pageview traffic, and that Omegle has seen a bit of a jump.

The question is whether competing chat sites like Omegle can continue to build off those traffic gains even after Chatroulette re-launches.



Print



Report Corrections



Reprints & Permissions

SEE ALSO

TRAFFIC STUDIES

MOBILE GPS MAPS

 Refreshing...

BEST TRAVEL PACKAGES

REWARDS CREDIT CARDS

GPS TRACKING DEVICES

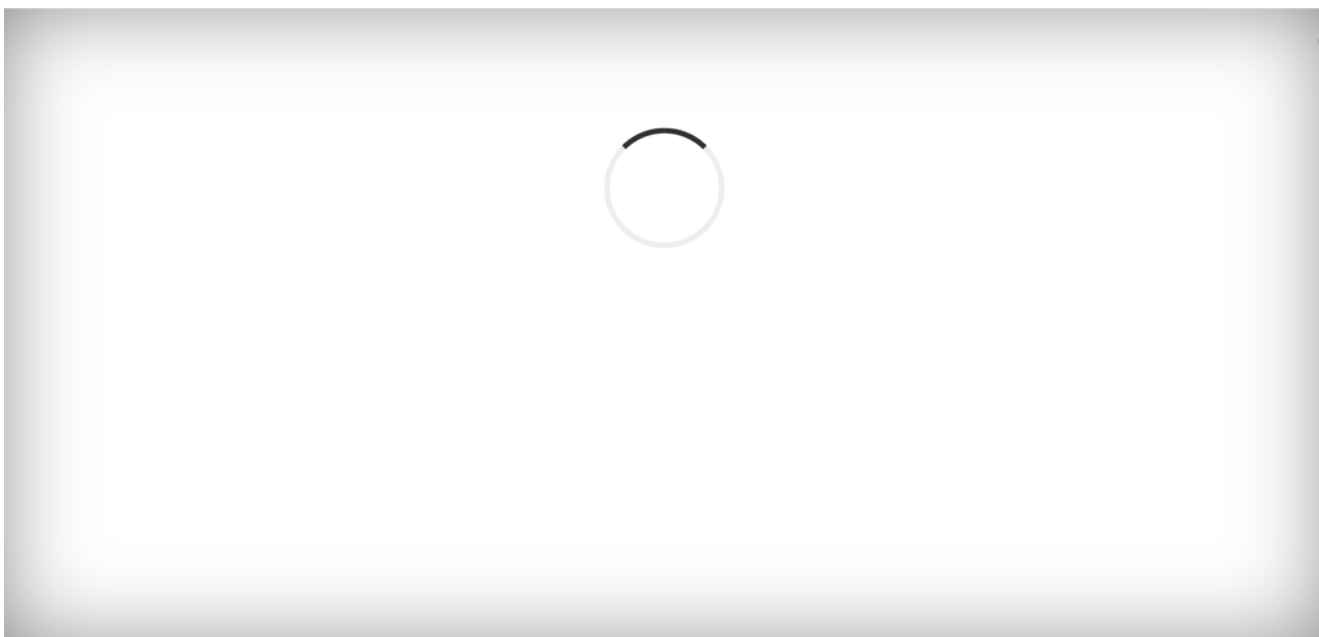
HIGHWAY SAFETY

BEST TOURIST SPOTS

LAST MINUTE AIR TRAVEL

Promoted Stories

[by Gravity](#)



Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-18

Subject: Fwd: (FVB) DTV2015-0005 <omegle.tv> Notification of Decision
Date: Tuesday, October 13, 2020 at 11:35:03 AM Pacific Daylight Time
From: Venkat Balasubramani <venkat@focallaw.com>
To: Stacia Lay <stacia@focallaw.com>
Attachments: image001.jpg, DTV2015-005 Signed decision.pdf

----- Forwarded message -----

From: **Domain Disputes** <domain.disputes@wipo.int>
Date: Fri, Nov 6, 2015 at 8:38 AM
Subject: RE: (FVB) DTV2015-0005 <omegle.tv> Notification of Decision
To: venkat@focallaw.com <venkat@focallaw.com>, joe@focallaw.com <joe@focallaw.com>, alina@landverlaw.com <alina@landverlaw.com>
Cc: tldadmin@directi.com <tldadmin@directi.com>, abuse@publicdomainregistry.com <abuse@publicdomainregistry.com>, abuse.manager@publicdomainregistry.com <abuse.manager@publicdomainregistry.com>

Dear Parties,

Further to our previous communication notifying the Panel's Decision to the Parties and Registrar in the above-captioned matter, please find attached a signed version of the Panel's Decision.

Sincerely,

Fernanda Varella Beser
Legal Case Manager

WIPO Arbitration and Mediation Center
34, chemin des Colombettes, 1211 Geneva 20, Switzerland
T +41 22 338 82 47 F +41 22 740 37 00 E domain.disputes@wipo.int W www.wipo.int/amc

* Please cite "(FVB) WIPO Case #" in the subject line. Thank you.

From: Domain Disputes
Sent: Thursday, November 05, 2015 5:43 PM
To: venkat@focallaw.com; joe@focallaw.com; alina@landverlaw.com
Cc: tldadmin@directi.com; abuse@publicdomainregistry.com; abuse.manager@publicdomainregistry.com
Subject: (FVB) DTV2015-0005 <omegle.tv> Notification of Decision

WIPO Arbitration and Mediation Center



November 5, 2015

Re: Case No. DTV2015-0005

<[omegle.tv](#)>

Notification of Decision

Dear Parties,

Please find attached the full text of the decision issued on October 28, 2015 by the Administrative Panel in the above-referenced case.

The Administrative Panel's finding is as follows:

"For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <[omegle.tv](#)> be transferred to the Complainant."

Pursuant to Paragraph 4(k) of the Uniform Domain Name Dispute Resolution Policy, the concerned Registrar PDR Ltd. d/b/a PublicDomainRegistry.com shall proceed to implement the above decision on the tenth business day (as observed in the location of that Registrar's principal office) after receiving this notification. The concerned Registrar will not implement the decision if, before the 10-day waiting period has expired, the Respondent submits official documentation (such as a copy of a complaint, file stamped by the clerk of the court) to the Registrar demonstrating that it has commenced a legal proceeding against the Complainant in a jurisdiction to which the Complainant has submitted under Paragraph 3(b)(xii) of the Rules for Uniform Domain Name Dispute Resolution Policy (the Rules).

Pursuant to Rules, Paragraph 16(a), the Registrar is directed to inform the Complainant, the Respondent, the Internet Corporation for Assigned Names and Numbers (ICANN) and the WIPO Arbitration and Mediation Center as soon as possible of the specific date on which the Administrative Panel's decision will be implemented, absent a notification by the Respondent in accordance with the above.

A signed version of the Decision shall be forwarded to the parties in due course.

Sincerely,

Fernanda Varella Beser
Case Manager

34, chemin des Colombettes, 1211 Geneva 20, Switzerland
T +41 22 338 82 47 F +41 22 740 37 00 E domain.disputes@wipo.int W www.wipo.int/amc

ADMINISTRATIVE PANEL DECISION

Omegle.com LLC v. Chukhmanenko Aleksei Aleksandrovich
Case No. DTV2015-0005

1. The Parties

The Complainant is Omegle.com LLC of Seattle, Washington, United States of America, represented by Focal PLLC, United States of America.

The Respondent is Chukhmanenko Aleksei Aleksandrovich of Kiev, Ukraine, represented by Landver Law Corporation, APC, United States of America.

2. The Domain Name and Registrar

The disputed domain name <omegle.tv> is registered with PDR Ltd. d/b/a PublicDomainRegistry.com (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on September 5, 2015. On September 7, 2015, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 8, 2015, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

The Center verified that the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the "Policy" or "UDRP"), the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on September 9, 2015. In accordance with the Rules, paragraph 5, the due date for Response was September 29, 2015. On September 23, 2015 the Respondent submitted a 30 day extension request to the Center. On September 24, 2015, the Center invited the Complainant to submit its comments with regards to such extension by September 25, 2015. On September 25, 2015, the Complainant opposed to a 30 day extension but accepted a 4 day extension for the Respondent to respond. On September 28, 2015 the Center notified the parties that the response due date

was extended to October 3, 2015. The Respondent did not submit any response.

The language of the proceeding is English.

The Center appointed Philippe Gilliéron as the sole panelist in this matter on October 21, 2015. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

4. Factual Background

The Complainant in this proceeding is Omegle.com LLC, an Oregon limited liability company carrying out its activities through the website under the domain name <omegle.com>, an interactive website that allows its users to be paired with other users at random to chat one-on-one, utilizing both video and text chat. The domain name <omegle.com> was first registered on July 26, 2008 and has been used since March 25, 2009. The Complainant's website receives almost 40 million visits monthly.

The Complainant holds the US service mark OMEGLE in connection with "[p]roviding internet chatrooms", which was registered on July 19, 2011 under the registration No. 3997588 with a priority date as of December 23, 2010.

Both the above mentioned domain name and service mark were first registered by Leif K-Brooks on behalf and for the account of the Complainant, before being assigned to the Complainant on August 27, 2015.

The Respondent registered the disputed domain name <omegle.tv> on October 17, 2013. The service proposed by the Respondent on its website is similar to the one of the Complainant, consisting of a random video chat.

5. Parties' Contentions

A. Complainant

The Complainant first alleges that the disputed domain name is similar to its OMEGLE mark as it entirely contains its mark and that the addition of the country code Top-Level Domain ("ccTLD") element ".tv" is not sufficient to exclude the likelihood of confusion resulting from such incorporation.

The Complainant further considers that the Respondent has no rights or legitimate interests in the disputed domain name. The Complainant did neither authorize nor license any right to the Respondent with regards to its OMEGLE mark. The Respondent is not known under that term and is not making any *bona fide* offering of goods or services under the disputed domain name.

The Complainant finally claims that the Respondent was obviously aware of its rights upon the mark OMEGLE when it registered the disputed domain name. It also uses it in bad faith as the website at the disputed domain name emulates Complainant's website design and uses the same font and color for displaying the OMEGLE mark in order to divert Internet users looking for the Complainant's website to the Respondent's one. As a result, the Complainant concludes that the disputed domain name has been registered and is being used in bad faith.

B. Respondent

The Respondent did not reply to the Complainant's contentions.

6. Discussion and Findings

Paragraph 15(a) of the Rules instructs this Panel to “[...] decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable”.

Pursuant to paragraph 4(a) of the Policy, the Complainant must prove each of the following three elements to obtain an order that the disputed domain name should be cancelled or transferred:

- (i) The disputed domain name registered by the Respondent is identical or confusingly similar to a trademark or a service mark in which the Complainant has rights; and
- (ii) The Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) The disputed domain name has been registered and is being used in bad faith.

A. Identical or Confusingly Similar

According to the Policy, paragraph 4(a)(i), the Complainant has to prove that the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights.

The Complainant proves to be the holder of the mark OMEGLE. The disputed domain name <omegle.tv> wholly incorporates the Complainant's mark. The only difference between the Complainant's mark and the disputed domain name is the addition of the “.tv” ccTLD.

UDRP panels widely agree that incorporating a trademark into a domain name is sufficient to establish that the domain name is identical or confusingly similar to a registered trademark for purpose of the Policy (see, e.g., *Uniroyal Engineered Products, Inc. v. Nauga Network Services*, WIPO Case No. D2000-0503; *Thaigern Global Marketing Limited v. Sanchai Aree*, WIPO Case No. D2002-0358; and *F. Hoffmann-La Roche AG v. Relish Enterprises*, WIPO Case No. D2007-1629), as the mere addition of a ccTLD does not serve to differentiate the domain name from the mark (see, e.g., *Al Jazeera Media Network v. James Harden*, WIPO Case No. DTV2014-0003).

As a result, the Panel considers paragraph 4(a)(i) of the Policy to be satisfied.

B. Rights or Legitimate Interests

According to the Policy, paragraph 4(a)(ii), the Complainant has to demonstrate that the Respondent has no rights or legitimate interests in the disputed domain name.

As the panel stated in *Do The Hustle, LLC v. Tropic Web*, WIPO Case No. D2000-0624, demonstrating that the respondent has no rights or legitimate interests in the domain name “would require complainant to prove a negative, a difficult, if not impossible, task”. Thus, in that decision, the panel opined that “[w]here a complainant has asserted that the respondent has no rights or legitimate interests in respect of the domain name, it is incumbent upon the respondent to come forward with concrete evidence rebutting this assertion”. Following that decision, subsequent panels developed a consensus view that it is deemed sufficient for a complainant to make a *prima facie* case that the respondent lacks rights or legitimate interests in a domain name. Once a *prima facie* case has been made, it is the respondent's burden to demonstrate its rights or legitimate interests. If it fails to do so, the complainant is deemed to have satisfied to paragraph 4(a)(ii) of the Policy (see, e.g., paragraph 2.1 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Second Edition (“WIPO Overview 2.0”).

In the present case, the Complainant is the owner of the OMEGLE trademark. The Complainant has no business or other relationship with the Respondent, who has not been duly authorized by the Complainant to use its trademarks.

The Complainant thus has made a *prima facie* case showing that the Respondent has no rights or legitimate interests in the disputed domain name.

On its side, the Respondent has not answered to the Complaint.

Considering the absence of a Response and the fact that the Respondent is neither commonly known by the disputed domain name, nor has made a legitimate noncommercial or fair use of the disputed domain name, the Panel finds that the Respondent has failed to demonstrate any rights or legitimate interests in the disputed domain name.

Consequently, in light of the above and the Panel's findings as to bad faith below, the Panel considers paragraph 4(a)(ii) of the Policy to be fulfilled.

C. Registered and Used in Bad Faith

For a complaint to succeed, a panel must be satisfied that a domain name has been registered and is being used in bad faith (Policy, paragraph 4(a)(iii)).

Bad faith typically requires the Respondent to be aware of the Complainant's trademark.

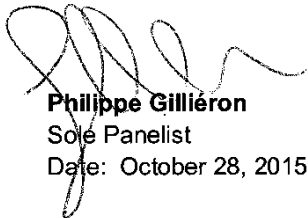
In the present case, at the time when the Respondent registered the dispute domain name, the Complainant's website under the domain name <omegle.com> had a significant number of users around the world and kept considerable attention from the media.

Considering the fact that the Respondent's website expressly states: "we are one of the best Sites like Omegle" and uses the same font and color (orange) for displaying the Complainant's mark, there is absolutely no doubt that the Respondent was well aware of the Complainant's trademark when it registered the disputed domain name. The Respondent's website layout is thus clear evidence that the Respondent tried to exploit the Complainant's goodwill by creating a likelihood of confusion with the Complainant's mark, so as to divert Internet users from the Complainant's website to its website and make them falsely believe that they would be visiting the Complainant's website.

Consequently, the Panel is of the opinion that the disputed domain name <omegle.tv> has been registered and is being used in bad faith under the paragraph 4(a)(iii) of the Policy.

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <omegle.tv> be transferred to the Complainant.



Philippe Gillieron
Sole Panelist
Date: October 28, 2015

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-19

Subject: Fwd: Omegle: Notice of Infringing and Impostor Facebook User "Omegle Chat"
Date: Friday, September 25, 2020 at 1:03:03 PM Pacific Daylight Time
From: Joe Skocilich <joe@focallaw.com>
To: Stacia Lay <stacia@focallaw.com>
Attachments: Letter to Facebook re user Omegle Chat 092515.pdf

----- Forwarded message -----

From: **Joe Skocilich** <joe@focallaw.com>
Date: Fri, Sep 25, 2015 at 12:07 PM
Subject: Omegle: Notice of Infringing and Impostor Facebook User "Omegle Chat"
To: <jp@fb.com>

On behalf of our client, Omegle.com LLC, please find the attached notice and removal request regarding the infringing and impostor business Facebook account user "Omegle Chat."

Thank you,
Joe

Focal PLLC
e: joe@focallaw.com
t: 206.331.4105



Joe Skocilich
joe@focallaw.com
206.331.4105

Sent Via Email

September 25, 2015

Facebook, Inc.
Email: ip@fb.com

Re: Notification of Trademark Infringement

We are legal counsel to Omegle.com LLC. ("Omegle"). We write concerning Facebook user "Omegle Chat," available at (<https://www.facebook.com/www.omegle.tv>). This entire Facebook account and the associated webpages infringe on Omegle's trademark rights and we ask that Facebook use its discretion to terminate and disable access to the entire Omegle Chat Facebook account consistent with Facebook's Terms of Service and Statement of Rights and Responsibilities. Omegle is pursuing separate legal action against the operator of infringing website being promoted by the Omegle Chat Facebook user.

Omegle is the owner of the immensely popular Omegle website, an interactive website that allows its users to be paired with other users to chat one-on-one, utilizing both video and text chat, available through Omegle's website, www.omegle.com. Omegle is the owner of all rights in and to the federally-registered mark OMEGLE (Registration No. 3997588), as well as all common law trademark rights, which it uses in connection with its chat website. A copy of the current record USPTO database record for the OMEGLE mark is enclosed with this letter.

Through its extensive efforts, Omegle has generated significant identity with its OMEGLE mark and loyalty associated with the Omegle.com website, receiving almost 40 million visits monthly. By using an identical name, this Facebook user is intending to unlawfully promote its business off the years of hard work spent by Omegle in building its popular chat forum. A consumer coming to the Omegle Chat Facebook page would be lead to falsely believe that the page was associated with Omegle, which is clearly the intent of this Facebook user. This Facebook user's actions constitute deliberate and bad faith trademark infringement, and we request that Facebook cooperate in preventing this business from furthering its infringement of Omegle's rights through the Facebook platform.

Omegle has not authorized or licensed the Facebook user "Omegle Chat" to use its name in any manner, and has a good faith belief that use of the OMEGLE mark in the manner complained of is not authorized by it or by law. As this user's entire account is based on an infringing and unlawful use of Omegle's mark, we ask that Facebook terminate this Facebook account in its entirety. The information set forth in this notification is accurate, and under penalty of perjury, I declare I am authorized to act on behalf of the owner of the rights that are allegedly infringed.

If you have questions, you can reach me at 206.331.4105 or via email at joe@focallaw.com.

Sincerely,

Focal PLLC

/s/ Joe Skocilich
Joe Skocilich

cc: Omegle.com LLC

Enclosure



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Fri Sep 25 03:21:02 EDT 2015

TESS HOME

NEW USER

STRUCTURED

FREE FORM

BROWSE DICT

SEARCH OG

BOTTOM

HELP

Logout

Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

TSDR

ASSIGN STATUS

TTAB STATUS

(Use the "Back" button of the Internet Browser to return to TESS)

Omegle

Word Mark	OMEGLE
Goods and Services	IC 038. US 100 101 104. G & S: Providing internet chatrooms. FIRST USE: 20090325. FIRST USE IN COMMERCE: 20090325
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85205131
Filing Date	December 23, 2010
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	May 3, 2011
Registration Number	3997588
Registration Date	July 19, 2011
Owner	(REGISTRANT) K-Brooks, Leif C INDIVIDUAL UNITED STATES 1931 SW 14th Ave Apartment 3 Portland OREGON 97201
Assignment Recorded	(LAST LISTED OWNER) OMEGLE.COM LLC LIMITED LIABILITY COMPANY OREGON 1545 NW MARKET ST APT 207 SEATTLE WASHINGTON 98107
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

TESS HOME

NEW USER

STRUCTURED

FREE FORM

BROWSE DICT

SEARCH OG

TOP

HELP

[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-20

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-21

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-22

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-23

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-24

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-25

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-26

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-27

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-28

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-29

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-30

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-31

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-32

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-33

CONFIDENTIAL
FILED UNDER SEAL

Omegle.com LLC v. Bad Kitty's Dad, LDA
Opposition No. 91249511 (Parent)
& Cancellation No. 92072561

Opposer Omegle.com LLC

EXHIBIT O-34

CONFIDENTIAL
FILED UNDER SEAL