

This **Acceptable Use Policy** ("AUP") sets out the actions prohibited to users of Atgron's or Registry Services Provider's Network. "Users" are defined as anyone who uses or accesses the .WED domain registry, who has responsibility for one or more resource records in the .WED zone files generated from the .WED TLD registry, Registrants of a .WED Top Level Domain ("TLD") name and/or users of hardware, name servers, bandwidth, telecommunications transport, zone files or e-mail routing services managed by Atgron or the .WED Registry Services Provider.

This policy applies recursively to all .WED Domain names (which end in the three letter suffix .WED), including second-level .WED Domain names (such as <nic.WED>) and sub second-level domains (such as <example.nic.WED>) which resolve as a result of sub-delegation. However, no reference in this document constitutes a licence to perform sub-delegation or otherwise sub-licence any right obtained under the Registrant Agreement or .WED TLD Policies.

This AUP is in addition to rules governing qualifications for registration. Use of a .WED Domain name or the Atgron Network in a manner that contravenes this AUP, may result in the suspension or revocation of a registrant's right to use a .WED Domain name or to continue to be recognized as the registrant of a .WED Domain name. Suspension or revocation may apply to one or more .WED Domain names for which User is a registrant in addition to a particular .WED Domain name which may have given rise to a particular complaint.

Atgron reserves the right to modify or update this AUP at any time and any such modifications or restatements shall be posted on Atgron's website at www.atgron.com from time to time. Atgron will use reasonable commercial efforts to inform designated contacts in the event of changes to this AUP. Such efforts may include posting the revised AUP on Atgron's website and/or sending email notice that this AUP has been modified or updated.

INTRODUCTION

- Atgron supports the free flow of information and ideas over the Internet. Atgron does not exercise editorial control over the content of any message or web site made accessible by domain name resolution services in the .WED TLD.
- Atgron may discontinue, suspend, or modify the services provided to any .WED Domain name (for example, through modification of .WED zone files), to address alleged violations of this AUP or ICANN policy. Atgron, its agents or nominees may determine at their sole discretion whether use of the Atgron network or a .WED Domain name is prima facie violation of this AUP. Atgron or affected parties may utilize ICANN dispute resolution processes, Atgron AUP Complaint Resolution Service (CRS) and/or the courts in the jurisdiction and venue specified in the Registrant Agreement to resolve disputes over interpretation and implementation of this AUP, as described more fully in the ICANN Uniform Rapid Suspension System policy and Atgron's AUP CRS.
- Users of the Atgron Network are obliged and required to ensure that their use of a .WED Domain name or the Atgron's and Registry Services Provider's Network is at all times lawful and in accordance with the requirements of this AUP and applicable laws and regulations.

- This AUP should be read in conjunction with the Atgron **Registrant Agreement**, **Privacy and RDDS Policy**, and other applicable agreements, policies, laws and regulations. By way of example, and without limitation, the Registrant Agreement sets forth representations and warranties and other terms and conditions, breach of which may constitute non-compliance with this AUP.

PROHIBITED USE

A “Prohibited use” of the Atgron Network or a .WED Domain name is a use which is expressly prohibited by provisions of this AUP or otherwise by operation of law. Registration of one or more .WED Domain names or access to services provided by Atgron may be cancelled or suspended for any breach of, or non-compliance with this AUP.

The non-exhaustive list of restrictions pertaining to use of Atgron’s or Registry Services Provider’s Network and .WED Domain names in relation to various purposes and activities are as follows:

1. COMPLIANCE WITH Atgron AUP

1.1 Atgron’s Network or .WED Registry Services provider and .WED Domain names must be used only for lawful purposes and must comply at all times with this AUP. The creation, transmission, distribution, storage of, or linking to any material in violation of applicable law or regulation or this AUP is prohibited. This may include, but is not limited to, the following:

- (1) Communication, publication or distribution of material (including through links or framing) that infringes upon the intellectual and/or industrial property rights of another person. Intellectual and/or industrial property rights include, but are not limited to: copyrights (including future copyright), design rights, patents, patent applications, trade marks, rights of personality, and trade secret information.
- (2) Registration or use of a .WED Domain name in circumstances in which, in the sole discretion of Atgron:
 - (a) The .WED Domain name is identical or confusingly similar to a personal name, company, business or other legal or trading name as registered with the relevant country agency, or a trade or service mark in which a third party complainant has uncontested rights, including without limitation in circumstances in which:
 - (i) The use deceives or confuses others in relation to goods or services for which a trade mark is registered in the United States of America, or in respect of similar goods or closely related services, against the wishes of the registered proprietor of the trade mark; or
 - (ii) The use deceives or confuses others in relation to goods or services in respect of which an unregistered trade mark or service mark has become distinctive of the goods or services of a third party complainant, and in which the third party complainant has established a sufficient reputation in

- the United States of America, against the wishes of the third party complainant; or
- (iii) The use trades on or passes-off a .WED Domain name or a website or other content or services accessed through resolution of a .WED Domain as being the same as or endorsed, authorized, associated or affiliated with the established business, name or reputation of another; or
 - (iv) The registration or use may tend to mislead or deceive Internet users or consumers in breach of Atgron policy, or the laws of the United States of America; or
- (b) The .WED Domain name has been used in bad faith, including without limitation the following:
- (i) The User has used the .WED Domain name primarily for the purpose of unlawfully disrupting the business or activities of another person; or
 - (ii) By using the .WED Domain name, the User has intentionally created a likelihood of confusion with respect to the third party complainant's intellectual or industrial property rights and the source, sponsorship, affiliation, or endorsement of website(s), email, or other online locations or services or of a product or service available on or through resolution of a .WED Domain name; or
 - (iii) For the purpose of selling, renting or otherwise transferring the Domain name to an entity or to a commercial competitor of an entity, for valuable consideration in excess of a User's documented out-of-pocket costs directly associated with acquiring the Domain Name; or
 - (iv) As a blocking registration against a name or mark in which a third party has superior intellectual or industrial property rights.
- (3) A .WED Domain name registration which is part of a pattern of registrations where the User has registered domain names which correspond to well known names or trade marks in which the User has no apparent rights, and the .WED Domain name is part of that pattern.
 - (4) The .WED Domain name was registered arising out of a relationship between two parties, and it was mutually agreed, as evidenced in writing, that the Registrant would be an entity other than that currently in the register.
 - (5) Unlawful communication, publication or distribution of registered and unregistered know-how, confidential information and trade secrets.
 - (6) Publication of web content which, in the opinion of the Atgron:

- (a) is capable of disruption of systems in use by other Internet users or service providers (e.g. viruses or malware);
 - (b) seeks or apparently seeks authentication or login details used by operators of other Internet sites (e.g. phishing); or
 - (c) may mislead or deceive visitors to the site that the site has an affiliation with the operator of another Internet site (e.g. phishing).
- (7) Communication, publication or distribution, either directly or by way of embedded links, of images or materials (including, but not limited to pornographic material and images or materials that a reasonable person as a member of the Internet community of would consider to be obscene or indecent) where such communication, publication or distribution is prohibited by or constitutes an offence, whether incorporated directly into or linked from a web site, email, posting to a news group, internet forum, instant messaging notice which makes use of domain name resolution services in the .WED TLD.

Material that a reasonable member of the community of would consider pornographic, indecent, and/or obscene or which is otherwise prohibited includes, by way of example and without limitation, real or manipulated images depicting pornography, bestiality, excessively violent or sexually violent material, sexual activity, material containing detailed instructions regarding how to commit a crime, an act of violence, or how to prepare and/or use illegal drugs, material that promotes violence or hatred against individuals or groups on the basis of age, gender, race, ethnic origin, sexual orientation, religion, disability or veteran status, material that promotes war, acts of terrorism, bullying or social discord and material that promotes human trafficking or mail order bride services.

- (8) Communication, publication or distribution of defamatory material or material that constitutes racial vilification.
- (9) Communication, publication or distribution of material that constitutes an illegal threat or encourages conduct that may constitute a criminal offence.
- (10) Communication, publication or distribution of material that is in contempt of the orders of a court or another authoritative government actor.
- (11) Use, communication, publication or distribution of software, technical information or other data that violates export control laws.
- (12) Use, communication, publication or distribution of software that inhibits a user of that software from enjoyment of the internet, their internet device or network, or otherwise poses a threat to other internet users.
- (13) Use, communication, publication or distribution of confidential or personal information or data including confidential or personal

information about persons that collected without their knowledge or consent.

- (14) Use that violates Atgron Public Interest Commitments in Registry Agreement entered into with the Internet Corporation for Assigned Names and Numbers dated October 1, 2013 and included herein;
 - (a) Prohibited Advertisements. TLD domain pages procured or used for resale or domain names or monetization using advertisements are prohibited and will be subject to immediate suspension.
 - (b) Privacy Protections. To the extent allowable under the Agreement and any applicable Consensus and/or Temporary Policies, all Registrars registering the TLD will be required at all times to provide the most stringent privacy protections available for all WHOIS Registrant data, and at no additional cost above the published rates to Registrants. Privacy Protection shall in no way inhibit customers from exercising full control of registered .WED domain name(s), meaning registrants (including the customers of any privacy service) or licensees of any proxy registration service shall have full control to transfer domain names even if they subscribe to privacy or proxy services.
- (15) Resell, prohibits sell and transfer of .WED registrations in excess of documented out-of-pocket costs directly related to the registration of such domain name to Registrant via an ICANN accredited Registrar or the authorized reseller of an ICANN accredited Registrar. The list of ICANN accredited Registrars can be found here: <http://www.icann.org/registrar-reports/accredited-list.html>

2. ELECTRONIC MAIL

2.1 Atgron expressly prohibits Users of the Atgron Network from engaging in the following activities:

- (1) Communicating, transmitting or sending unsolicited bulk e-mail messages or other electronic communications ("junk mail" or "Spam") of any kind including, but not limited to, unsolicited commercial advertising, informational announcements, and political or religious tracts. Such messages or material may be sent only to those who have expressly requested it. If a recipient asks a User to stop sending such e-mails, then any further e-mail messages or other electronic communications would in such event constitute Spam and violate the provisions and requirements of this AUP.
- (2) Communicating, transmitting or sending any material by e-mail or otherwise that harasses, or has the effect of harassing, another person or that threatens or encourages bodily harm or destruction of property including, but not limited to, malicious e-mail and flooding a User, site, or server with very large or numerous pieces of e-mail or illegitimate service requests.

- (3) Communicating, transmitting, sending, creating, or forwarding fraudulent offers to sell or buy products, unsolicited offers of employment, messages about "Make-Money Fast", "Pyramid" or "Ponzi" type schemes or similar schemes, messages offering treatments for the enlargement of bodily parts or enhancement of sexual experiences, and "chain letters" whether or not the recipient wishes to receive such messages.
- (4) Adding, removing, modifying or forging Atgron Network or other network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information ("Spoofing").
- (5) Causing or permitting the advertisement of a .WED Domain name in an unsolicited email communication.

3. DISRUPTION OF Atgron NETWORK

3.1 No-one may use the Atgron Network or a .WED Domain name for the purpose of:

- (1) Restricting or inhibiting any person in their use or enjoyment of the Atgron Network or a .WED Domain name or any service or product of Atgron.
- (2) Actually or purportedly reselling Atgron services and products without the prior written consent of Atgron.
- (3) Transmitting any communications or activity which may involve deceptive marketing practices such as the fraudulent offering of products, items, or services to any other party.
- (4) Providing false or misleading information to Atgron or to any other party through the Atgron Network.
- (5) Facilitating or aiding the transmission of confidential information, private, or stolen data such as credit card information (without the owner's or cardholder's consent).

4. NETWORK INTEGRITY AND SECURITY

4.1 Users are prohibited from circumventing or attempting to circumvent the security of any host, network or accounts ("cracking" or "hacking") on, related to, or accessed through the Atgron Network. This includes, but is not limited to:

- (1) accessing data not intended for such user;
- (2) logging into a server or account which such user is not expressly authorized to access;
- (3) using, attempting to use, or attempting to ascertain a username or password without the express written consent of the operator of the service in relation to which the username or password is intended to function;

- (4) probing the security of other networks;
- (5) executing any form of network monitoring which is likely to intercept data not intended for such user.

4.2 Users are prohibited from effecting any network security breach or disruption of any Internet communications including, but not limited to:

- (1) accessing data of which such User is not an intended recipient; or
- (2) logging onto a server or account which such User is not expressly authorized to access.

For the purposes of this clause, "disruption" includes, but is not limited to:

port scans, TCP/UDP floods, packet spoofing;

forged routing information;

deliberate attempts to overload or disrupt a service or host;

using the Atgron Network in connection with the use of any program, script, command, or sending messages with the intention or likelihood of interfering with another user's terminal session by any means, locally or by the Internet.

4.3 Users who compromise or disrupt Atgron Network systems or security may incur criminal or civil liability. Atgron will investigate any such incidents and will cooperate with law enforcement agencies if a crime is suspected to have taken place.

NON-EXCLUSIVE, NON-EXHAUSTIVE

This AUP is intended to provide guidance as to what constitutes acceptable use of the Atgron Network and of .WED Domain names. However, the AUP is neither exhaustive nor exclusive.

COMPLAINTS

Persons who wish to notify Atgron of abusive conduct in violation of this AUP may report the same pursuant to the Atgron Acceptable Use Policy Enforcement Procedure, which is instituted by submitting to Atgron a completed Atgron Acceptable Use Policy Violation Complaint Form.

ENFORCEMENT

Atgron may, in its sole discretion, suspend or terminate a User's service for violation of any of the requirements or provisions of the AUP on receipt of a complaint if Atgron believes:

- (a) a violation of the AUP has or may have occurred; or
- (b) suspension and/or termination may be in the public interest.

Atgron may delegate its right to take any action to an Internet security agency or may act upon any report from an Internet security agency without prior notification to the User.

If Atgron elects not to take immediate action, Atgron may require Registrants and a complainant to utilise the ICANN Uniform Rapid Suspension System or the AUP Complaint Resolution Service and Policy to ensure compliance with this AUP and remedy any violation or suspected violation within a reasonable time prior to suspension or terminating service.

LIMITATION OF LIABILITY

In no event shall Atgron be liable to any User of the Atgron Network, any customer, nor any third party for any direct, indirect, special or consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if Atgron was advised of the possibility of such damages. Atgron's liability for any breach of a condition or warranty implied by the Registrant Agreement or this AUP shall be limited to the maximum extent possible to one of the following (as Atgron may determine):

- (i) supplying the services again; or
- (ii) paying the cost of having the same or equivalent services supplied again.

REMOVAL OF CONTENT RESPONSIBILITY

At its sole discretion, Atgron reserves the right to:

- (i) Remove or alter content, zone file data or other material from its servers provided by any person that violates the provisions or requirements of this AUP;
- (ii) redelegate, redirect or otherwise divert traffic intended for any service;
- (iii) notify operators of Internet security monitoring, virus scanning services and/or law enforcement authorities of any apparent breach of this AUP or .WED TLD Policies; and/or
- (iv) terminate access to the Atgron Network by any person that Atgron determines has violated the provisions or requirements of this AUP.

In any regard, Atgron is not responsible for the content or message of any newsgroup posting, e-mail message, or web site regardless of whether access to such content or message was facilitated by the Atgron Network. Atgron does not have any duty to take any action with respect to such content or message by creating this AUP, and Users of the Atgron Network are obliged and required to ensure that their use of a .WED Domain name or the Atgron Network is at all times in accordance with the requirements of this AUP and any applicable laws and/or ICANN regulations.