



BSA Gateway

Acceptable Use Policy

14 November 2023

This document is provided pursuant to the disclaimer provided on the last page.

Contact

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Classification

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Purpose

Our goal is to ensure the security, stability and fair use of our Service for all users.

The purpose of this policy is to describe the acceptable use of the Service, and what action may be taken by us in the event of unacceptable use.

Audience

BSA Gateway Users

Revision History

Version	1.0
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1 Definitions

In this document:

BSA means the Brand Safety Alliance LLC.

BSA Gateway refers to the platform used to provide GlobalBlock Services

BSA IPR means the Intellectual Property Right ('IPR') number assigned within the BSA Gateway to a verified Right.

BSA Published Policies means those specifications and policies established and published from time to time by us or any of our designated representatives.

Domain Name means a collection of Labels separated by a period ('.').

GlobalBlock Verification Process refers to the process of submitting an application to verify a Right via the BSA Gateway.

Label means a string of characters consisting of one or more letters, digits or a hyphen ('-').

Preliminary Report refers to the report generated from the BSA Gateway that indicates how many Domain Names would be successfully blocked for a particular Right or Label, if a GlobalBlock order was placed.

Rights refers to any of the accepted types of legal categories as defined in the GlobalBlock Eligibility Policy.

Rights Check refers to the process for checking if a particular Right is already verified on the BSA Gateway.

Service means the services that we provide in relation to Global Block and Global Block+ and the BSA Gateway.

We, us and **our** means Brand Safety Alliance LLC, a wholly owned subsidiary of Registry Services LLC (GoDaddy Registry) or its designated representatives.

You, and **your** means the person or entity receiving or accessing the Service.

2 Policy Statement

By using the Service, you agree to the terms of this Acceptable Use Policy and all BSA Published Policies.

We will take reasonable actions to:

- protect the security and stability of the Service;
- comply with any applicable laws, government rules or requirements, dispute resolution processes, or valid requests of law enforcement agencies that apply to us;
- avoid any liability, civil or criminal, on our part; and
- correct mistakes made by us or any authorized user in connection with the use of the Service.

2.1 Detection of behaviour that contravenes this Acceptable Use Policy

Behaviour that contravenes this Acceptable Use Policy may be detected in a number of ways, including but not limited to:

- our ongoing monitoring activities and participation in industry information sharing and monitoring groups; or
- third-party notifications submitted to us from either the general public, law enforcement, government agencies, regulatory bodies, and industry partners.

2.2 Your obligations when using the Service

As a user of our Service, you agree that you will not use, and you will not permit others to use, the Service we provide in a manner that is:

- for any unlawful, invasive, infringing, defamatory or fraudulent purpose,
- inconsistent with any applicable laws, or to engage in, promote or encourage illegal activity,
- in violation of the legal rights of others, nor to or encourage such violation,
- in contravention of any guidelines and/or policy issued by us from time to time,

- to purposefully distribute any virus, worm, corrupted file, harmful computer code, or other items of a destructive or deceptive nature,
- to modify, affect, disable or circumvent any aspect of the Service or the use of the Service,
- to generate, distribute, or facilitate unsolicited mass email, promotions, advertisements or other solicitations,
- to enable high volume, automated, electronic processes that apply to the Service,
- to disrupt the Service or any third-party service that may use the Service,
- to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network, or
- to facilitate any of the above.

2.3 Actions we may take

To protect the integrity of the Service and prevent data mining, we reserve the right to limit the number of Rights Checks and Preliminary Reports that may be requested. Where the limits have been exceeded, the IP address may be prevented from making additional requests for a period of 24 hours.

Where we determine, in our discretion, that any user has generated excessive Preliminary Reports and such Reports cannot be reconciled or justified by the user, we reserve the right to charge a fee for such excessive Preliminary Reports on a cost-recovery basis.

Should we in our sole discretion, determine that you have failed to comply with any provision of this Acceptable Use Policy, you acknowledge that we may:

- restrict, suspend or terminate your access to the Service,
- where required to do so, report such failure to comply to any law enforcement, government or quasi-governmental agencies, or regulatory bodies, and
- subject to our Privacy Policy, notify our clients, suppliers, and/or industry information sharing and monitoring groups.

We reserve the right to take any action that we deem necessary, in our sole discretion:

- to protect the integrity and stability of the Service;
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;

- to avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
- to ensure compliance with the BSA Published Policies;
- to stop or prevent any violations of any terms and conditions of the Accredited Agent Agreement or
- to correct mistakes made by us, any authorized user or any of our service providers in connection with the provision of the Service.

Any action that we may make in relation to this Acceptable use Policy:

- may be taken with or without notification to you, and
- is in addition to any other rights that we may have at law.

We are not required to give reasons for action taken but may do so from time to time where we deem appropriate at our absolute discretion.

We shall have no liability to of any kind to any user, its customers, affiliates, service providers or any other party as a result of taking action in accordance with this Acceptable Use Policy.

2.4 Use of the GlobalBlock Verification Process

While there is no additional cost when using the GlobalBlock verification process, we reserve the right to charge a fee, on a cost recovery basis, in the case of:

- Multiple failed verification applications;
- Multiple verification applications for the same Label(s) or Right(s);
- Verification applications that are not used to support an order for GlobalBlock or GlobalBlock+; and
- Verification applications for Labels with an existing BSA IPR.

3 Definition and Review

This document has been prepared and published in order to represent our policy with regard to the administrative and technical management of the Service.

We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.

Definitions

We, us and our means any or all of Brand Safety Alliance LLC, its subsidiary entities and their respective officers, employees, contractors or sub-contractors.

Disclaimer

This document is subject to the disclaimers and limitations of liability within this document and the terms and conditions and/or agreement upon which it was provided to you. It has been prepared and presented in good faith based on our own information and sources which are believed to be reliable. We assume no responsibility for the accuracy, reliability or completeness of the information contained in this document (except to the extent that liability cannot be excluded).

To the extent that we may be liable, liability is limited at our option to, in the case of services, re-supplying or paying the cost of having such re-supplied.

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