



Eligibility Policy

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Classification

Public - Brand Safety Alliance LLC © 2023

Purpose

The purpose of this policy is to describe the eligibility requirements to order GlobalBlock Services.

Audience

Rights holders and Accredited Agents

Revision History

Version	Release Date
1.0	24 August 2023
1.1	23 October 2023

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1 Definitions

Accredited Agent means a BSA authorized agent of GlobalBlock Services that may provide BSA products for sale to customers.

AdultBlock means the block service operated by ICM Registry (a GoDaddy Registry company).

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.

DNS means the 'Domain Name System' that is a distributed database and hierarchical global infrastructure deployed on the Internet and private IP-based networks used to resolve Domain Names into IP Addresses.

Domain means the set of unique Labels in a Zone which are not Glue Records.

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

Domain Unblocking refers to the process in which a Domain Name that has been successfully blocked is released and registered by a holder of a related verified Right.

dotXXX SRB means the Sunrise B (SRB) blocking service launched by ICM registry for dotXXX domain names.

DPML means Domain Protected Marks List.

Extension means a second or third level domain name suffix from a Top-Level Domain in which domain names are eligible to be registered or blocked (e.g., .com.co).

GlobalBlock+ means a product that blocks unregistered Domain Names in Eligible Extensions that are an exact match or variant match to all Main Labels of the verified Right.

GlobalBlock+ (AdultBlock Promotion) means a GlobalBlock+ product that is made available only to current AdultBlock customers.

GlobalBlock+ (DPML Upgrade) means a GlobalBlock+ product that is made available to current DPML customers that allows them to attain blocking coverage in all non-DPML Extensions covered by GlobalBlock.

GlobalBlock Service means GlobalBlock Standard and GlobalBlock+, and as applicable GlobalBlock Standard (DPML Upgrade), GlobalBlock+ (DPML Upgrade) GlobalBlock

Standard (AdultBlock Promotion), GlobalBlock+ (AdultBlock Promotion) (each a 'GlobalBlock Service' and together, the 'GlobalBlock Services').

GlobalBlock Standard means a product that blocks unregistered Domain Names in Eligible Extensions that are an exact match to a single, selected Main Label of the verified Right.

GlobalBlock Standard (AdultBlock Promotion) means a GlobalBlock Standard product that is made available only to current AdultBlock customers.

GlobalBlock Standard (DPML Upgrade) means a GlobalBlock Standard product that is made available to current DPML customers that allows them to attain blocking coverage in all non-DPML Extensions covered by GlobalBlock.

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

IP Address means a numerical identifier used as an address for resources located on the Internet.

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

Main Label means a Right displayed in DNS form; that is, characters that are allowed to form a Domain Name (e.g., the Main Label for the trademark "Example & Name" would be "exampleandname".)

MPML means the MMX Protected Marks List a blocking service previously operated by Minds and Machines (MMX).

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

Rights Label means the Right as it appears in the relevant trademark database or register (e.g., the trademark "Example & Name" shown with spaces and an ampersand).

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

SMD File means the Signed Mark Data file issued by the Trademark Clearinghouse (TMCH).

TMCH means the Trademark Clearinghouse.

Verification Agent means the third-party organization that is responsible for the collection of relevant information to verify the provided Rights and subsequent determinations and communication thereof. For the avoidance of doubt, this is Valideus Limited, or the entity otherwise specified by us.

Variant means a label generated using a proprietary digital library, based on a Main Label, which is modified, replaced or reordered using characters known to be used in homoglyph attacks, typosquatting and other malicious activity used to confuse internet users.

Variant Label means a variation of a Main Label that includes easily confusable characters (e.g., the Main Label “exampleandname” having the character “e” replaced with the character “3” to form the string “3xampl3andnam3”).

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

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

Zone means a sub-section of the DNS hierarchy for which administrative responsibility has been delegated.

2 Eligibility

This section describes the eligible Rights and verification process for orders for GlobalBlock Services.

2.1 Eligible Rights

There are four (4) types of Rights that are eligible for use with GlobalBlock Services:

- 1 Registered trademark, including:
 - a Geographical indicators
 - b Marks protected by statute or treaty
- 2 Unregistered trademark
- 3 Company or organization name
- 4 Celebrity name

Rights must be a minimum of three (3) characters long.

2.1.1 Accepted Rights Verification Mechanisms

A BSA IPR may be issued to rights holders whose rights have previously been verified through the following mechanisms:

- AdultBlock
- DPML
- MPML
- dotXXX Sunrise B (SRB) Registration

These BSA IPR numbers are searchable within the BSA Gateway.

Rights holders who have a valid Signed Mark Data (SMD) file issued by the Trademark Clearinghouse (TMCH) will not require a BSA IPR to be issued.

2.1.2 GlobalBlock Verification Process

For Rights that have not been verified by one of the methods above, Accredited Agents must use the GlobalBlock verification process via the BSA Gateway.

A third-party Verification Agent will review applications for Rights verification and supporting evidence in order to decide whether the rights meet the eligibility requirements.

Accredited Agents must provide all relevant information, documentation or evidence required for the type of Rights being verified at the time of application and further upon request of the Verification Agent.

The Verification Agent will allow up to three (3) attempts to rectify and resubmit documentation to satisfy the eligibility criteria and will provide reasons for any refusal based on the evidence provided.

There are no additional costs when using the GlobalBlock verification process. However, we reserve the right, on a cost recovery basis, to charge for failed or repeated applications.

2.1.3 Evidence Accepted for Verification

The below are examples and, at all times, it is in the sole discretion of the Verification Agent complete and satisfactory evidence has been met.

Registered Trademark

The following documentation may be provided in support of the verification application for a Registered Trademark:

- Certified Copy of trademark registration
- Screenshot of online record of Intellectual Property body database
- Documentary evidence (e.g., certificate of authorization) confirming that the applicant is an authorized representative of the registered owner of the trademark
- International treaty between or among national governments giving rights in the requested label (for marks protected by statute or treaty)
- For geographical indicators, documentation must show that it:
 - is nationally or regionally registered;
 - is registered by the Lisbon Agreement for the Protection of Appellations of Origin and their International Registration; or
 - has been validated through court proceedings.

Unregistered Trademark

The following documentation may be provided in support of the verification application for an Unregistered Trademark:

- Dated advertising and marketing materials (e.g., brochures, pamphlets, catalogues, product manuals, displays or signage, press releases, social media marketing materials etc.)
- Links to websites, screen shots from websites
- Headed and dated stationery, receipts, invoices
- Dated photographs or scans of product labels, storefronts, billboards
- Articles of Incorporation/Articles of Association

Company or Organization Name

The following documentation may be provided in support of the verification application for a Company or Organization Name:

- Invoices
- Bills
- Articles of Incorporation/Articles of Association
- Screenshots of website - URL and business name must be visible
- Company letterhead, promotional items, invoices from and to company
- Ownership details
- Copy of registration documentation for registered companies (or a company registration number)

Celebrity Name

The following documentation may be provided in support of the verification application for a Celebrity Name:

- Links to websites, social media or screen shots from websites or social media relating to sale or advertisement
- Registered trademark number if one exists
- Proof of status e.g.: IMDB, poster of movie or TV show, leaflets showing their name associated with a show, team roster, advert with their name on it, actors registration number (US and Europe)

- Political party lists
- Pamphlets
- Listing on a government page (provide link to page)

2.1.4 Disputes

If an application for verification is denied, the Accredited Agent will be given two (2) further attempts to rectify and resubmit evidence of the applied-for Rights for verification.

The approval or refusal of a verification application may be subject to dispute proceedings.

More information on dispute resolution processes can be found in the GlobalBlock Dispute Resolution Policy.

2.2 Duplicate Marks

It is possible for multiple parties to hold matching verified Rights, e.g. two identical marks registered by separate trademark owners that cover distinct goods or services, or that are registered in different jurisdictions.

An existing verified Right does not prevent an Accredited Agent from verifying a different party's own interest in a matching Right or from submitting an order for GlobalBlock Services for that Right.

If an order is submitted for a Right that is already blocked, the list of blocked labels associated with the Right becomes locked. Any label that is blocked by more than one rights holder cannot be unblocked without the consent of all applicable rights holders.

Withholding consent to unblock a Domain Name may be subject to dispute proceedings. More information on dispute resolution processes can be found in the GlobalBlock Dispute Resolution Policy.

2.3 Restricted Labels

We have identified certain Labels that will be restricted from verification and blocking that may include, but not be limited to, profanity, culturally sensitive terms, terms of geographic significance, generic or genericized labels. The Labels that are restricted are determined at our absolute discretion, and the list of Labels will not be available or published.

We may consider proposals to verify and block a restricted Label. Our decision to grant or decline such requests will be at our absolute discretion.

3 Definition and Review

This document has been prepared and published 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 sole 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

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