



Terms of Use

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

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Classification

Public - Brand Safety Alliance LLC © 2023

Purpose

This document establishes the rules under which you, as a rights holder or your Accredited Agent may use the GlobalBlock Service.

Audience

Rights holders and Accredited Agents

Revision History

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1 Definitions

In this document:

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

BSA means the Brand Safety Alliance LLC.

BSA Gateway refers to the platform used to provide GlobalBlock Services.

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.

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').

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

Main Rights Label refers to the primary label that corresponds to a Right, as it appears in the relevant trademark database or register.

Registry Operator means the entity that is a party to the Registry Agreement with ICANN to operate a gTLD, or the entity that has been designated to manage a ccTLD ('ccTLD Manager') as identified by the Internet Assigned Numbers Authority (IANA) Root Zone Database.

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

RSP means Registry Services Provider and refers to an entity that provides back-end Registry Services for a TLD as, or on behalf of, a Registry Operator.

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

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 Rights 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.

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 The Service

GlobalBlock and GlobalBlock+ are services that prevents the registration of Domain Names that match a verified label or a variant of a verified label across all participating TLDs in the GlobalBlock Service and is exclusively available for purchase from BSA Accredited Agents.

2.1 Rights Verification

There are four (4) types of Rights that can be used with GlobalBlock Services:

- Registered trademark, including
 - Geographical indicators
 - Marks protected by statute or treaty
- Unregistered trademark
- Company or organization name
- Celebrity name

More information can be found in the Eligibility Policy.

2.1.1 Accepted Rights Verification Mechanisms

GlobalBlock Services are available to rights holders for specific Rights that have been previously verified through the following mechanisms:

- AdultBlock
- DPML
- MPML
- a valid Signed Mark Data (SMD) file issued by the Trademark Clearinghouse (TMCH)
- dotXXX Sunrise B (SRB) Registration

2.1.2 GlobalBlock Verification Process

For Rights that have not been previously 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 make a determination.

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 three (3) attempts to satisfy the eligibility criteria and will provide a reason(s) for any refusal based on the evidence provided.

There are no additional costs when using the GlobalBlock verification process. Subject to our Acceptable Use Policy, we reserve the right, on a cost recovery basis, to charge for failed applications.

2.2 GlobalBlock Orders

You may elect to place an order for GlobalBlock Services for any annual increment of one (1), two (2) or three (3) years. At the expiration of this term, you may also renew an order for any annual increment of one (1), two (2) or three (3) years. The total balance of the term cannot exceed three (3) years but you may renew your term to maintain the maximum of three (3) years. The term starts when your Accredited Agent has placed a valid order on your behalf via the BSA Gateway. Unless you are otherwise expressly notified in writing, the block will remain valid for your selected term (as extended by any renewal term) irrespective of the validity of the Right you have used to apply for the Service.

If you delete or do not renew your order for GlobalBlock Services, the Domain Names associated with the order will become available for registration immediately.

You may contact your Accredited Agent to review the Domain Names currently being blocked in connection with your order for GlobalBlock Services.

2.2.1 Unblocking

You may request that a specific Domain Name blocked by your order for GlobalBlock Services be made available for use (registration) by requesting a 'Domain Unblock'. You must use an accredited Registrar for the relevant TLD to register the unblocked name, and ensure your registration complies with all applicable TLD Policies. The BSA is not responsible for the registration of any unblocked Domain Name or the collection of any registration fee(s) associated with domain unblocking.

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.

2.2.2 Disputes

Blocked labels may be subject to dispute. A dispute resolution mechanism is available for certain types of disputes relating to the GlobalBlock Service. More information on dispute resolution processes can be found in the GlobalBlock Dispute Resolution Policy.

2.3 GlobalBlock+

Orders for GlobalBlock+ Services include Variants. These Variants are generated based on a proprietary algorithm that is subject to change.

3 Terms of Use

By using the Service, you agree to these Terms of Use and all BSA Published Policies. You represent and warrant that you, and/or your Accredited Agent, have the right, power and authority to enter into an agreement for the Service and to fully perform your obligations under this agreement and our Published Policies, and are not violating any agreement existing between you and any other person or entity. You also represent and warrant that your Accredited Agent is authorized to disclose to us personal data about you and/or any natural person associated or affiliated with you to the extent such disclosures are reasonably necessary for us to provide the Service. The BSA does not have an “agency” relationship with the Accredited Agent or the Verification Agent and disclaims any responsibility or liability for their conduct.

3.1 Error or Delay

In the event the BSA, RSP, Accredited Agent or the Verification Agent has committed an error in providing this Service, the only remedy available is, in our sole discretion, to suspend, delete or revoke a block, or apply a block that was not previously applied. You recognize we may not apply a block in real-time and there may be reasonable delays in the provision of the Service.

3.2 Limitations of Liability

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