



.ITV Domain Name Terms and Conditions

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PRIVATE & CONFIDENTIAL
.ITV Domain Name Terms and Conditions

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.ITV TLD Domain Name Terms and Conditions

This .ITV TLD Domain Name Terms and Conditions (.ITV TLD T&Cs) sets out the terms and conditions governing the registration and use of domain names in the .ITV Top Level Domain.

The .ITV TLD T&Cs may be updated periodically, without prior notice. The current version can be found at nic.itv/policy, and continued registration or use of a .ITV domain name after any update constitutes acceptance of the current version. The only remedy in case of any disagreement with the current terms of the .ITV TLD T&Cs is to cancel your domain name registration.

The .ITV TLD T&Cs are to be read in conjunction with the .ITV TLD Registration Policy. No other agreements or representations supplement or alter the terms of the .ITV TLD T&Cs, except as expressly incorporated herein.

Any undefined capitalised term in the .ITV TLD T&Cs shall have the meaning set out in the ICANN Registry Agreement applicable to the .ITV Top Level Domain, available at <https://www.icann.org/resources/agreement/itv-2015-07-09-en>.

General/Definitions

Abuse Point of Contact means the .ITV Top Level Domain's abuse response team, which can be contacted at ngtld-abuse@cscinfo.com.

ICANN means the Internet Corporation for Assigned Names and Numbers.

Identical Match means that the domain name consists of the complete and identical textual elements of a Clearinghouse-validated trademark. In this regard marks which would be identical to Trademark Clearinghouse-validated marks but for the following amendments qualify as Identical Matches: (a) spaces contained within a mark that are either replaced by hyphens (and vice versa) or omitted; (b) certain special characters contained within a trademark are spelled out with appropriate words describing them (“@” and “&” correspond to the words “at” and “and” respectively; these may also be omitted or replaced by hyphens); (c) punctuation or special characters contained within a mark that are unable to be used in a second-level domain name may either be (i) omitted or (ii) replaced by a hyphen. A mark does not qualify as an Identical Match where it is a plural or “marks contained” (i.e., “brandx” in “brandxproducts”).

ITV (or “we” or “us”) means ITV Services Limited.

.ITV means the .ITV Top Level Domain.

.ITV TLD Registration Policy means the .ITV Domain Name Registration Policy which sets out the eligibility criteria for domain names in the .ITV Top Level Domain

.ITV TLD T&Cs means the .ITV Domain TLD Terms and Conditions which sets out the terms and conditions governing the registration and use of domain names in the .ITV Top Level Domain, and which incorporates, as relevant, ITV Terms of Service, available at: www.itv.com/termsconditions/.

Registrar means an ICANN accredited registrar who has entered into a Registry-Registrar Agreement with us.

Registry Services Provider means the entity providing back-end technical and operational services for the .ITV Registry, in this case, Afiliás.

Top Level Domain means the final characters after the dot in a domain name; in the case of *nic.itv*, this is “.ITV”.

Trademark Claims means the process whereby notice is given to a prospective domain name registrant concerning the scope of the rights of a trade mark owner whose mark is an Identical Match to the requested domain name, and whereby the prospective registrant warrants that: (i) they have received notification that the mark(s) is included in the Trademark Clearinghouse; (ii) they have received and understood the notice; and (iii) to the best of their knowledge, the registration and use of the requested domain name will not infringe the rights that are the subject of the notice. If the domain name is registered subsequent to the notice being issued and the registrant attesting to its non-infringement, the Registrar or the Trademark Clearinghouse will notify the mark holder(s) of the registration.

Trademark Claims Period means the first ninety (90) calendar days during which domain names are made available to eligible registrants.

Trademark Clearinghouse means the central storage repository of validated (authenticated) trade mark rights-related data and information for dissemination with respect to trade mark rights protection mechanisms and other registry-related services mandated by ICANN and currently run by Deloitte.

You or your means an individual or entity seeking to initiate registration of a .ITV domain name, or if allowed, the domain name registrant).

Terms used in the singular or plural are merely for convenience, and shall apply mutatis mutandis, as the context may require.

All communications and information under this .ITV TLD T&Cs shall be in English.

Registration Terms & Conditions

By submitting a request to register a .ITV domain name, or by asking us to maintain or renew a .ITV domain name registration, you agree to the following terms and conditions:

- you have read and understood, and agree to be bound by the .ITV TLD Registration Policy and .ITV TLD T&Cs
- you warrant and represent that you meet the .ITV domain name registration eligibility criteria
- you warrant and represent that you are legally capable, and authorised to enter into an agreement for a .ITV domain name registration
- you acknowledge and agree that all .ITV domain name registrations are, and shall irrevocably remain, the sole property of ITV and that any attempted transfer, delegation, or assignment to any third party may be considered void ab initio

- registration of a .ITV domain name merely provides you with a temporary, revocable, and non-transferrable license to register or use that domain name, and you agree that all .ITV domain name registrations are made for the benefit of ITV in furtherance of its goals and operating principles
- you agree that ITV's Whois data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .ITV domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, ITV may publish these contact details or provide them to third parties
- you agree to immediately (but at least within 48 hours of any change) update your contact details and to certify their accuracy annually if requested by the Registrar.
 - you agree that any change or update to your contact details may be subject to prior approval by ITV
- ITV reserves the right to periodically verify your contact details, and to cancel, suspend, or revoke your domain name registration for any non-compliance with the .ITV TLD Registration Policy or .ITV TLD T&Cs including your obligation to provide accurate and current contact details
 - you agree to indemnify and hold ITV harmless for any communication failure due to your provision of inaccurate contact details
 - you understand that ITV disclaims all liability for any communication failure due to your provision of inaccurate contact details
- you understand and agree that if relevant, and in appropriate circumstances, the publicly-available Whois information for .ITV domain name registrations may reflect ITV as the domain name registrant
- you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
- you agree that for certain aspects of the management of the .ITV Top Level Domain, for example a rapid takedown process, ITV may delegate certain functions to an agent such as its Registry Services Provider
- you agree to the applicability of ICANN-mandated Rights Protection Mechanisms, including
 - the Uniform Domain Name Dispute Resolution Policy ("UDRP"); the UDRP and rules are located at: www.icann.org/dndr/udrp/policy.htm
 - the Uniform Rapid Suspension system ("URS"); the URS and rules are located at: <http://newqtlds.icann.org/en/applicants/urs>

You also agree to the applicability of ITV's Terms of Service, which are incorporated herein, and which are available at www.itv.com/termsconditions/, including in particular but without limitation as to Indemnity, Disclaimers of Warranties, and Limitation of Liability.

You agree that ITV reserves the right, in its sole discretion, to suspend, lock, cancel, revoke, or otherwise alter any .ITV domain name registration including by making changes to DNS settings or taking any other action (including any actions made possible in the future by changes in DNS-related technical protocols or otherwise) deemed necessary by ITV in its sole discretion: (i) to protect the interests of ITV; (ii) to comply with any laws, court or law enforcement requests, or any dispute resolution process including ICANN rights protection mechanisms; (iii) to avoid any civil or criminal liability against ITV or its Affiliates, subsidiaries, officers, directors, employees, agents, consultants, or contractors; (iv) pursuant to the .ITV TLD Registration Policy or .ITV TLD T&Cs; or, (v) to remedy any error in connection with a .ITV domain name registration; or (vi) as otherwise deemed necessary by ITV in its sole discretion.

Acceptable Use

ITV reserves the right to periodically review .ITV domain name registrations and uses for compliance with the .ITV TLD Registration Policy and .ITV TLD T&Cs. For example, but without limitation, by registering a .ITV domain name, or by asking us to maintain or renew a .ITV domain name registration:

- you represent and warrant that you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
- you acknowledge and agree that it is your responsibility to determine whether your domain name registration does or may infringe or violate the rights of a third party or applicable law
- you warrant and represent that your registration or use of a .ITV domain name does not and will not:
 - give rise to any morally objectionable or otherwise socially questionable conduct
 - violate any applicable laws or regulations
 - in any way harm the reputation or goals and operating principles of ITV

You further agree that ITV may, in its sole discretion, lock, suspend, cancel, revoke, or otherwise take (or require you to take) remedial action to cure any breach of the .ITV TLD Registration Policy or .ITV TLD T&Cs if your registration or use of a .ITV domain name violates the .ITV TLD Registration Policy or .ITV TLD T&Cs or applicable law, or otherwise violates standards of conduct deemed acceptable to ITV in its sole discretion.

By registering a .ITV domain name, or by asking us to maintain or renew a .ITV domain name registration, you agree to follow ITV's domain registration conventions/policies which may, in ITV's sole discretion, be updated from time to time

Any failure to comply with these acceptable use standards may be considered a breach of the .ITV TLD Registration Policy or .ITV TLD T&Cs and may, in ITV's sole discretion, be grounds for the suspension, cancellation, or revocation of your .ITV domain name registration.

Rapid Takedown Process

In furtherance of ITV's efforts aimed at abuse prevention and mitigation, or where it appears that a .ITV domain name is being used to threaten the stability or security of the .ITV Top Level Domain or is a part of a real-time investigation by law enforcement, ITV may, either on its own initiative or at the request of a third party, initiate a rapid takedown process.

In the event a rapid takedown process is initiated, after assessment by ITV, the Registrar may be contacted for its cooperation in taking the subject domain name down (by locking or suspending the domain name, or placing it on hold or deleting it), unless a compelling argument is provided by the Registrar to ITV on which basis the subject domain name may remain in the zone. In either event, if the Registrar has not reacted within 12 hours of ITV's request, ITV may place the subject domain name on "ServerHold" or any other status it deems necessary or appropriate. If ITV determines that the subject domain name is being used to threaten the stability or security of the .ITV Top Level Domain or is a part of a real-time investigation by law enforcement, ITV reserves the right to immediately remove the subject domain name from the zone, in which case ITV will inform the Registrar of such action being taken.

Abuse Prevention and Mitigation

ITV will not tolerate abusive or malicious conduct (including, but not limited to: illegal or fraudulent actions, spam, phishing, pharming, distribution of malware, malicious fast flux hosting, botnets, distribution of illegal child sexual images, online sale or distribution of illegal pharmaceuticals) in the .ITV Top Level Domain. In addition to any monitoring ITV may undertake to prevent abusive or malicious conduct, ITV has established an abuse point of contact for handling complaints or concerns related to any such conduct, which shall also include investigation of and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the .ITV Top Level Domain.

In the event of any suspected abusive or malicious conduct or violation of the .ITV TLD Registration Policy or .ITV TLD T&Cs or any applicable laws, ITV may suspend or lock your domain name registration pending resolution of any such suspected violation. ITV may also initiate a rapid takedown process to handle such complaints or suspected violations.

While respecting privacy and confidentiality, ITV may periodically conduct technical analyses to assess whether domain names in the .ITV Top Level Domain are being used to perpetrate security threats, such as pharming, phishing, malware, or botnets. If ITV identifies security risks that pose an actual risk of harm, it will notify the Registrar and, if the registrar does not take immediate action, ITV may suspend the domain name until the matter is resolved.

ITV or its delegate may remove orphan glue records (see www.icann.org/en/committees/security/sac048.pdf) when provided with written evidence that such records are present in connection with malicious conduct.

Abuse Point of Contact

Inquiries, whether from law enforcement or the general public, related to alleged abusive or malicious conduct in the .ITV Top Level Domain should be directed to the .ITV Abuse Point of Contact. Complaints may also concern Whois information accuracy, or concerns that a domain name registration is being used to facilitate or promote malware, operation of botnets, phishing,

piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise to engage in activity contrary to applicable law.

The .ITV Abuse Point of Contact can be reached by email at: ngtld-abuse@cscinfo.com and at: ITV, c/o Eleanor Irving, The London Television Centre Upper Ground, London, SE1 9LT, GB, or by phone at: +44 207 157 3000.

Data & Privacy

By applying to register a .ITV domain name, or by asking us to maintain or renew a domain name registration, you agree to the applicability of the current version of the Privacy Policy as described in the *ITV Terms of Service* available at www.itv.com/privacy/.

You agree that ITV's Whois data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .ITV domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, ITV may publish these contact details or provide them to third parties.

You also agree that ICANN may conduct Whois verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete Whois data at least twice a year which may result in the Registrar contacting you to solicit accurate and complete Whois contact information.

Disputes

All disputes between you and ITV concerning your registration of a .ITV domain name shall be handled according to the terms of the *ITV Terms of Service*, available at: www.itv.com/termsconditions/.

All disputes between you and a third party concerning that third party's rights shall be handled according to the terms of the UDRP or URS (see Registration Terms & Conditions), court, or other appropriate adjudicatory system.

(i) UDRP

By registering a .ITV domain name, you agree to the applicability of the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP policy and rules are located at: www.icann.org/dndr/udrp/policy.htm.

The remedies available for a successful complaint under the UDRP are cancellation or transfer of the domain name to the UDRP filing complainant. In the event of a UDRP decision concerning a .ITV domain name, ordering transfer of a domain name to a UDRP complainant, any such transfer can only occur if the prevailing UDRP complainant meets all requirements of the the .ITV TLD Registration Policy and .ITV TLD T&Cs. In the event a prevailing UDRP complainant does not meet the conditions of the .ITV TLD Registration Policy and .ITV TLD T&Cs , notwithstanding any UDRP transfer order, ITV will cancel the subject domain name registration. At ITV's sole discretion, such cancelled domain name registration may be placed on a "reserved" or "non-resolving" list, or may be made available for registration under the terms of the .ITV TLD Registration Policy and .ITV TLD T&Cs.

(ii) URS

By registering a .ITV domain name, you agree to the applicability of the Uniform Rapid Suspension system (URS); the URS policy and rules are located at: <http://newgtlds.icann.org/en/applicants/urs>.

Trademark Claims

During the Trademark Claims Period, an attempt to register a domain name that is an Identical Match to a Clearinghouse-validated mark will trigger a Trademark Claims Notice (see Annex). Upon a registrant's confirmation that they have received and understand Trademark Claims Notice, and that to the best of their knowledge the registration and use of the requested domain name will not infringe the trademark rights listed in the Trademark Claims Notice, a request for registration will be managed by ITV in accordance with the .ITV TLD Registration Policy and .ITV TLD T&Cs..

If, pursuant to the .ITV TLD Registration Policy, a request to register a .ITV domain name which is an Identical Match to a Clearinghouse-validated mark is eligible and subsequently registered, ITV or the Registrar will notify the relevant mark holder(s) of the registration.

For purposes of .ITV Trademark Claims ITV will recognise and honour all word marks that have been or are:

(i) nationally or regionally registered;

(ii) court-validated; or

(iii) specifically protected by a statute or treaty in effect at the time the mark is submitted to the Clearinghouse for inclusion – for purposes of Trademark Claims no demonstration of use is required.

Annex - Trademark Claims Notice

TRADEMARK NOTICE

[In English and the language of the registration agreement]

You have received this Trademark Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse.

YOU MAY OR MAY NOT BE ENTITLED TO REGISTER THE DOMAIN NAME DEPENDING ON YOUR INTENDED USE AND WHETHER IT IS THE SAME OR SIGNIFICANTLY OVERLAPS WITH THE TRADEMARKS LISTED BELOW. YOUR RIGHTS TO REGISTER THIS DOMAIN NAME MAY OR MAY NOT BE PROTECTED AS NONCOMMERCIAL USE OR "FAIR USE" BY THE LAWS OF YOUR COUNTRY.

Please read the trademark information below carefully, including the trademarks, jurisdictions, and goods and services for which the trademarks are registered. Please be aware that not all jurisdictions review trademark applications closely, so some of the trademark information below may exist in a national or regional registry which does not conduct a thorough or substantive review of trademark rights prior to registration. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property for guidance.

If you continue with this registration, you represent that, you have received and you understand this notice and to the best of your knowledge, your registration and use of the requested domain name will not infringe on the trademark rights listed below. The following *[number]* marks are listed in the Trademark Clearinghouse:

1. Mark: <tmNotice:markName> Jurisdiction: <tmNotice:jurDesc>
Goods and Services: <tmNotice:goodsAndServices>
International Class of Goods and Services or Equivalent if applicable: <tmNotice:classDesc>
Trademark Registrant: <tmNotice:holder> Trademark
Registrant Contact: <tmNotice:contact>

This domain name label has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:

Decision Number:
UDRP Provider:

- 2 (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark Registrant:

Trademark Registrant Contact:

X (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark Registrant: Trademark Registrant Contact

For more information concerning the records included in this notice, see <link to [info] page>.