



DOMAIN NAMES REGISTRATIONSERVICES AGREEMENT AND OTHER AGREEMENTS

By this private instrument, on one hand the company or individual that registers or renews .br domains, directly or through an intermediary, under the name of DOMAIN UNDER PROTECTION SERVICOS DE INTERNET LTDA., hereafter referred to as “Principal”, and

(2) **DOMAIN UNDER PROTECTION SERVIÇOS DE INTERNET LTDA.**, a private company, duly enrolled with the National Corporate Taxpayers Roll of the Ministry of Finance (CNPJ/MF) under No. 05.678.324/0001-05, with its head office at Rua Desembargador Westphalen, nº 2.161, District: Rebouças, CEP: 80220-030, Curitiba/ PR, Brazil, hereafter referred to as “CONTRACTOR”.

WHEREAS:

(i) **The Principal** holds the ownership rights and commercial fund relative to the domain name or names requested by him and registered in Brazil under the name of DOMAIN UNDER PROTECTION SERVICOS DE INTERNET LTDA. (hereafter “Domain Name”);

(ii) The Principal operates the web site or sites that are under the domain or domains requested under the name of DOMAIN UNDER PROTECTION SERVICOS DE INTERNET LTDA.

(iii) The Principal wishes that the Domain Name is registered in Brazil with the agency responsible for the registration of domain names in Brazil (here after referred to as “NIC.Br – Núcleo de Informação e Coordenação do Ponto BR”);

(iv) The Contractor is a Brazilian company with the corporate purpose of providing services relative to the registration and renewal of domain names, including domain names for use on the internet;

(v) The Principal and the Contractor wish to enter into an agreement to formalize the bases on which the Contractor will make the registration and maintain the Domain Name. The Contractor will register and maintain the Domain Name in the name of the Principal pursuant to the terms established below.

THE PARTIES HAVE DECIDED, by mutual agreement, to enter into this contractual instrument, which will be governed by the following clauses and conditions:



CLAUSE ONE - DENOMINATION:

1.1. – The Contractor obliges to appear as the owner of the do Domain Name on behalf of the Principal. The Contractor agrees that it must maintain the Domain Name strictly in accordance with the instructions provided in writing by the Principal.

1.2. – The Contractor does not exercise any type of interference and does not have any technical responsibility for the configuration of the Domain Name and/or any website hosted under the Domain Name.

The Contractor is not, in any technical and/or legal manner whatsoever responsible for any content published, included, or removed from the website under the Domain Name including any link associated with the website or any redirection to another website, documents, images, etc.

The Contractor does not have any technical capacity to, for example, but not limited to, block, unblock, include, or remove any content from the website under the Domain Name.

The Contractor is not authorized or is capable of providing to the NIC.Br or any other Brazilian authorities any kind of information stored in the Principal's servers, such as, but not limited to, registration reports, users'IP (internet protocol) addresses, registration information, access date/time, etc.

CLAUSE TWO - CONTRACTOR'S OBLIGATIONS

2.1. – The **CONTRACTOR**'s obligations are:

I – To inform the Principal, as soon as possible, if it learns about any of the following:

- a. Any technical or administrative problems related to the Domain Name reported by NIC.Br;
- b. Any changes in the law, rules, or regulations in the Territory or in the rules that may have an effect on this Agreement;
- c. NIC.Br's regulations or policies which may have an effect on the terms hereof;
- d. Any violation to the intellectual property related to the Domain Name or any other issue or matter related to the use of the Domain Name, according to the Principal's instructions.



f. The Contractor shall immediately forward any correspondence received in connection with the Domain Name, either from NIC.Br or any other person or organization in relation to the Domain Name or the website under the Domain Name, to the Principal's Legal Department. The Contractor shall send such correspondence to all of the email addresses and contacts informed by the Principal when requesting the service.

2.2. – Upon the Principal's request, the Contractor will agree to transfer the Domain Name to any entity designated by the Principal, according to NIC.Br's current regulations. The Principal shall reimburse the Contractor for any possible costs incurred by such transfer and shall not evade from its responsibilities and expenses involving legal, administrative, and criminal processes in progress in the civil sphere, or any demands in which the Contractor is unduly indicated as a defendant by third parties and which may arise after such transfer.

CLAUSE THREE - PRINCIPAL'S OBLIGATIONS:

3. – The **PRINCIPAL's** obligations are:

I – To respond, within twenty-four (24) hours, to any consultations by the Contractor related to any possible motions/precautionary measures and court orders;

II – To respond to the requests made by the Contractor regarding the subject-matter hereof or with respect to any lawsuit, extrajudicial measure, or administrative proceeding within no more than two (02) calendar days from the request;

III – If the Principal does not observe the deadlines for the responses above, the Contractor may freely take all legal measures deemed appropriate to safeguard its rights and interests.

IV – The Principal shall indemnify and keep the Contractor indemnified for any losses, costs, and liabilities resulting from any infringement to any of the terms hereof.

V – If the Contractor is indicated as a defendant in any legal action, administrative proceeding or extrajudicial measure taken by any third party in relation to the registration of the Domain Name, the directing of the Domain Name to the URL specified by the Principal, or any content hosted under the Domain Name, the Principal shall pay the Contractor the costs, expenses, and attorney's fees (including fees with the other party has to pay and fees to professionals), and it shall be up to the Contractor to notify the Principal about such costs incurred in relation to such demands, as well as for any damages attributed to the Claimants, as long as the Contractor acts only according to the written instructions provided by the Principal. The Parties agree that, even after the registration the Domain Name has been



transferred, if the Contractor is indicated as a defendant by any third party, the Principal shall pay the Contractor the costs, expenses and attorney's fees (including fees with the other party has to pay and fees to professionals), and any possible enforceable judgment related to such demands.

VI – If the Contractor is indicated as a defendant in any legal action filed by any third party in relation to the registration of the Domain Name, the directing of the Domain Name to the URL specified by the Principal, or any content hosted under the Domain Name, the Contractor may implead the Principal, and inform the Complainant and the Court that the Principal is the legitimate party to appear in the process.

VII – The **Principal** shall provide tools on the very website to make it easier for the interested parties to report any inappropriate accounts and/or contents posted by the users of the website.

VIII – The Principal shall avail Terms and Conditions of Use/Privacy Policy, containing the users' established rights and obligations, clearly and precisely, in the Portuguese language, and inform the users the customer care telephone numbers, e-mails, and the name and address of the company owner of the website.

CLAUSE FOUR - TERM:

4. – This Agreement enters into force on the date of the execution hereof and shall remain in force for an undetermined period of time, except if cancelled or terminated by either party, pursuant to the clause below.

CLAUSE FIVE - CANCELLATION AND TERMINATION:

5.1. – This agreement may be cancelled, at any moment, by agreement of the parties, with a previous written notice thereof given to the other no less than three (3) months in advance, which shall be registered by means of a specific instrument.

5.2. – When either of the parties receive such previous notice pursuant to the terms hereof, and throughout the notification period, the Contractor shall take all measures required by the Principal to transfer the ownership of the Domain Name to an entity determined by the Principal. Such measures may include, but shall not be limited to, signing all transfer documents required by NIC.br, cancelling the Domain Name with NIC.br, or using any other available means, at a reasonable cost for the Principal to protect its interests on the Domain Name.



5.3. – Independently of the cause, in the case of the cancellation or the termination hereof, the Principal shall pay the Contractor court expenses, fees, expenses and attorney's fees (including fees with the other party has to pay and fees to professionals), as well as any legal convictions, administrative fines, and/or damages to the Claimants involving the Domain Name previously registered by the Contractor.

5.4. – The Contractor shall not present itself as responsible for the Principal's Domain Name after the transfer and shall return all documents and any other materials to the Principal.

CLAUSE SIX – ASSIGNMENT OR SUBCONTRACTING:

6. – Neither party may assign or transfer the rights and/or obligations hereof, in whole or in part, without the previous, express, written consent of the other party.

CLAUSE SEVEN – CONFIDENTIAL INFORMATION:

7.1. – Throughout the term of this Agreement and after it ends, the Contractor shall maintain absolute secrecy about and treat as confidential information, and shall not (except in the performance hereof) use, disclose, reveal, reproduce, or make known to third parties any and all information related to the business secrets.

7.2. – Confidential information is all information disclosed by a party to the other, and shall include, without limitation, the formulas, processes, projects, and information not known to the public, as well as know-how, inventions, and other commercial or technical information.

CLAUSE EIGHT – REPRESENTATIONS AND GUARANTEES:

8.1. – The Principal guarantees that all information provided to the Contractor is true, complete, updated, and precise, and also warrants that it is using the Contractor's private registration services in good faith, and, to the best of its knowledge, its Domain Name is not violating or conflicting with third parties' rights, and/or with third parties' trademarks or commercial names.

8.2. – The Principal represents that the Domain Name being registered by the Contractor in its name shall not be used in connection with any illegal or immoral activities, or to distribute Spam; nor does it contain or install any viruses, errors,



trojans or other codes, files, or programs designed to or capable of interrupting, damaging, or limiting the functionality of any software or hardware.

CLAUSE NINE - GENERAL PROVISIONS:

9.1. – This instrument constitutes the entire agreement and supersedes all other previous agreements between the parties, including communications, and oral and written agreements.

9.2. – No provision hereof which may be considered prohibited, null or unfeasible, under any circumstances, shall invalidate the legal business entered into between the parties, which shall remain governed by the other contractual provisions.

9.3. – This contract will be reported and considered valid, operative and enforceable from the moment the Principal, either directly or through an intermediary, asks the Contractor services of domain registration and renewal under the .br extension.

This contract will be published in Portuguese, Spanish and English on the web site www.domainunderprotection.com.br so it can be reviewed by the contracting parties.

9.4. – This agreement binds not only the parties, but also their successors, for any reason whatsoever.

CLAUSEELEVEN - APPLICABLE LAW AND JURISDICTION:

10.1. – This Agreement shall be ruled, construed, and shall be enforced according to the laws of Brazil.

10.2. – Any controversies arising here from or any other agreements resulting here from shall be submitted to the jurisdiction of the competent court in the city of Curitiba, State of Paraná, Brazil.

10.3. – In case of ambiguity or conflict between the two versions hereof, the version in Portuguese shall prevail.

June 2016.



ANNEX

TYPES OF LEGAL CASES IN BRAZIL

1.- **Elaboration of a document used to reply to legal notifications & counter notifications.**

This type of a document is mainly written in order to provide a reply to an informal and non-judiciary notification received from an Internet user, company or their respective legal representatives.

Its main purpose is to provide an informal conciliation between both parties or alternatively as the initial process for commencing legal actions.

Extra-judiciary notifications can be delivered through a registrar, by telegram, post and/or an advisory email.

Some examples of the applicability of this system include cases where a brand is inappropriately used in a website; other cases may also refer to the postage of an incorrect advertisement or message.

In such cases the document is prepared and sent to the client so that the situation can be rectified as promptly as is practical. Counter notifications are also prepared for the same reason.

2.- **Elaboration of an administrative defence case - PROCON**

PROCON is the administrative organization that protects the rights of customers and their rights according to the dispositions established in the Consumer Protection Codes, law 8078 dated 11th September 1990 and federal decree No. 2181 dated 20th March 1997. In the event that the plaintiff does not reply to notifications, the lawsuit may be handed over to a superior court.

There are two types of cases:

A. A case handled with electronic replies.

Documents are sent via e-mail.



The case must be adequately coordinated and the customer is therefore provided with a summary of the case so that he/she returns any required information and supporting documentation in order to achieve a well-crafted defence from an administrative point of view. Case progress is constantly monitored.

B. A case with handled with the customer's presence.

This case is usually the chosen method for when there are fines involved. It involves a judgement together with meetings controlled by the state's public ministry, an organisation primarily made up of justice procurement officers.

The case must be adequately coordinated and the customer is therefore provided with a summary of the case so that he/she returns any required information and supporting documentation in order to achieve a well-crafted defence from an administrative point of view. Case progress is constantly monitored.

If the plaintiff does provide a response to our administrative defence, a new version of this document is usually prepared.

In order to verify the state of each case, the jury has to be paid R \$100 according to their budget.

EXAMPLES:

- Customer who purchases an item with defects that were not managed by the technical support department of company.
- Incorrectly priced airline tickets.
- General customer dissatisfaction with various products & services.

Usually only one document is required to be sent unless the case becomes uniquely complicated.

3.- Civil Action Reciprocation – Vara Cível (Civil Court)

This is an action presented to the state forum, which represents inherent complexity due to it being processed slower and in more detail. Several legal mechanisms exist in favour of a party in order to demonstrate what it seeks. Sentence associated amounts are also greater.



The principle of simplicity does not exist given that the investigative process is usually deeper and tends to search for a greater number of technical evidence items.

Both parties are required to be represented by lawyers. If a plaintiff can prove his/her incapacity to incur in the legal expenses, he/she can be provided with free legal defence.

Normally, is it required to assist to two audiences, collect evidence and present two written reports.

In the case of an unfavourable sentence dictated by a civil court, a Justice court may be appealed to.

Example: Defamation cases, etc.

4.- **Special Court Action**

Also known as a 'small case tribunal' previously – it is designed to be an instrument for common citizens to be able to access justice, allowing those with lower acquisitive power to resolve simpler legal issues. Processes are faster given that cases are simple and usually do not exceed 40 minimum salaries in value.

The principle of simplicity does exist thus eliminating expertly obtained evidence. All proof is limited to that which can be presented by the plaintiff. The respective jury evaluates the facts and states his verdict to the audience.

If the plaintiff does not have sufficient resources to incur in the process' costs, he/she can request assistance from a state lawyer. Moreover, if the lawsuit involves amounts smaller than 20 minimum salaries, the intervention of a lawyer is not even required.

It is commonly expected to attend two audiences, collect all associated evidence and deliver two reports.

If no agreement is achieved during the first session, a second session is appointed so that a different judge can seek a new conciliation. Despite this if no agreement is reached, the case is appointed to a a magistrate who after performing all necessary evaluations, pronounces a sentence at the moment or within a maximum span of 10 days.



Furthermore, the judicial decision can be delivered for revaluation to a collegiate organ made up strictly by superior magistrates.

5.- Criminal Case – Police Inquiry

These represent the more complex cases, which involve heavy fines and prison sentences.

This police inquiry is a preliminary investigation that seeks to find evidence enough to start a criminal process with a criminal court.

Associated examples include prostitution, drugs, abortion, etc.

Average case resolution time cannot be easily established given the complexity of the investigative process.

Observations:

- During civil cases, the plaintiff can chose to either recur to a court or alternatively present civil action.
- Each state organizes judiciary structures in the way it deems most convenient; therefore there will evidently be different ways to resolve each case.
- Ideally before reaching sentencing it is advisable to attempt a direct negotiation between the webpage proprietor and the plaintiff, to minimize the likelihood of an unfavourable sentence.
- Each case requires unique attention given its complexity.