Graham Schreiber.
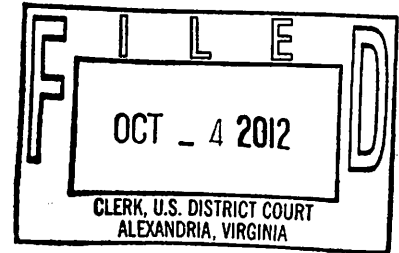### 5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.
1.905.637.9554.

VeriSign Global Registry Services.   September 28th 2012.
12061 Bluemont Way
Reston, VA
USA
20190

cc: United States Federal Court, Eastern District of Virginia.
Att: Glenda Walker.
Albert V. Bryan U.S. Courthouse
401 Courthouse Square
Alexandria, VA 22314.

SUBJECT: Civil Action No. 1:12-CV-00852.
Rebuttal to VeriSign.

Dear Timothy:

Thank you for your letter ~ received.

Let me confirm, quickly & immediately, your section of ~ I. Introduction ~ that I was communicating with your colleague, Mr. James Hubler, about this exact part of VeriSign / "VGRS" enterprise; and he knew as much!

For You to state that **"this entity does not exist"** is further blurring of the truth "today" as it was in the past, a "truth" of the VeriSign Company, as shown.

The "VGRS" or VeriSign Global Registry Service, of which I speak, is identified in my submission to the Courts, based on the information with that business name found at this VeriSigin published website > http:// www.verisign.com/static/002491.pdf < of which pages are enclosed.

I came upon a / the "VRGS" while researching CentralNic, and an explanation is enclosed, constituting an email sent to James, and the others, which has this website link, as a portion of the 'html' code > http:// registrar.verisign-grs.com/ < which roles the reader into this CURRENT webpage > http://www.verisigninc.com/en_US/support/ dns-support/index.xhtml < wherein it's still an active website and part of VeriSign, except using "today's"magic pass-word, DNS.

CentralNic, Network Solutions, VeriSign, ICANN and eNom all toss around the words of Registry (Big R) registry (little r) and the same 'shell game' can be applied for their collective use of Registrar or registrar, which is a Registry, from a retail consumer perspective, looking in!

CentralNic are a "Registered Name Holder" being protected by all mentioned parties, as a "Registry" when in fact they have nothing 'legal' to be a "Registry" for or with.

And ... They're KNOWN ... to be damaging the ".com" brand of companies ... and even VeriSign should consider themselves damaged, as they're "diluting" the integrity of what VeriSign is contracted to manage, having also been under-siege by them, for your lucrative ICANN contract.

II Argument.   <>   James Hubler received many emails from me, making statements as I plundered along, learning things and simultaneously posing related and merited questions, to my overall plight, regarding their "Registry" of the ".com" and the various other parties directly related use, interest in or participation.

Graham Schreiber.
5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.
1.905.637.9554.

James is a Lawyer, James knew it was forthcoming, James knew that the package had been sent and James was the listed recipient, as I wanted to continue my conversation with him, as Legal Council, in Court.

James is designated as James T. Hubler, > Senior Corporate Counsel < and in email at jhubler@verisign.com communicated with me, so it's appropriate that he should be communicated with, going forward; and if / as required, pass the file along to his manager.

As for his testimony; point 2.   Well, the enclosure proves otherwise!   <>   I'll let the Court make their own determinations, regarding the 'Declaration'.

In accordance with > http://www.vaed.uscourts.gov/resources/pro%20se/documents/CompleteAlexProSeRefHandbook.pdf < I can show that James was given ample notice of my impending action; and was sent a ".pdf" of my UPS Shipping Receipt, along with the Bill or Waybill for delivery, *"The summons and complaint may be served by any person not less than 18 years of age who is not a party to or has an interest in the subject matter of controversy."* and having had conversations with Ms. Glenda Walker, knew that a signature was required, from either the assigned recipient, or mail-room employee, customarily in charge of managing in-coming packages, for internal distribution.

If there was **"no valid service of process in this case"** > Why then was this package not just *received* by & returned by, James Hubler, *(who was given, thoughtful & ample advance notice!)* marked as such, rather than being passed along, to yourself, acted on with, with such vigor / by the "Quash" request?

Along with with the "quash" such strident efforts to deny the existence, past or present, of a "VGRS" as it may relate to my case, or VeriSign Global Registry Service, let alone your firms willful 'blind eye' to CentralNic ... and their agent's, per example given for:

a) Undermining the ".com"
b) Repetitively having their sales agents mention VeriSign; and then VeriSign having their none participation disclosure?

http://www.bb-online.com/domainnames/com.shtml
http://www.bb-online.com/terms.shtml

www.101domains.co.uk
www.nominate.net

"6. Applicants Indemnity to Verisign INC and its personnel.

6.1 The Applicant understands that Verisign does not accept any liability in respect of the use by the Applicant of a domain name in the register of domain names or for any conflict with the rights of any third party in respect of any trade mark or service mark (registered or unregistered), business name, or words or phrases. The Applicant also understands that registration of a domain name in the register of domain names does not give any immunity from objections or claims by third parties in respect of the registration or use of that domain name.
6.2 The Applicant agrees to indemnify and hold harmless each of Verisign, its directors, employees and agents against any loss and/or damages (including legal costs) awarded by a court of competent jurisdiction as a result of any claim arising out of, or in connection with, the registration or use of the Applicants domain name. Such claims include, but are not limited to, claims of infringement of any trade mark, service mark, business name, or other rights in words or phrases, and claims for defamation or injury to business reputation."

The document enclosed addresses the ways that VeriSign help their agents, so it would make sense, logically to an outsider seeing the 'html' code of Yours, with CentralNic and the above, that there is some connectivity.

The signature on the UPS package, was as much a signature for my credit card payment, as much as anything else, further, when the package was delivered or "effected" it was done so, by a UPS Employee.

I read that part, as I had considered a family "road trip" and the satisfaction of delivering the package myself, then putting a human face with the communications I'd had.

Graham Schreiber.
5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.
1.905.637.9554.

This is **not** 'out of character' as I am personable and did make / incorporate, a summer holiday around meeting Glenda, seeing the Court, gaining peace of mind and mental preparedness.

Further, in my cover letter to the Court, I requested **"Because these firms write their own documents, and on, or in, day-to-day activities, represent their own work, I would expect them, as "individuals" {The people I've communicated with, thus far} to communicate with me, not a contracted law firm, to present their position and un-necessarily soil the waters."** in anticipation of these collective recipients running for cover, when in fact generally speaking, they've been in day-to-day exposure to the creation of this problem and are intimately familiar with the problems I was expressing.

III Conclusion.

It should **NOT** be quashed. <> In keeping with Mr. Hubler's "LinkedIn" profile, of: *"Senior Corporate Counsel, VeriSign, Inc. Public Company; 1001-5000 employees; VRSN; Information Technology and Services industry. July 2008 – Present"* a person of this standing, with four (4) years, as "Senior" in the Legal Department, should be better equipped to remark on ~ **Point 2.**.

I'd like the Court to consider this, lapse against the long Pro Se hours invested, to bring this collaborative "weave" to end, as it's presented, honestly, sincerely, for the greater good > see relief, assigned to Rotary.

That I've even illustrated participation by WIPO; and requested they explain their position in this, to the US Federal Court, when it's plain, abuses have been made, at various "woven" levels and many parties, have ignored the problem, which has resulted in considerable & avoidable strife, to GENUINE ".com" brand owners, not just in the United States, but Worldwide.

Being a Pro Se, I don't consider VeriSign needs more time to reflect! I'm ready for October 19th, so to should they be.

Sincerely,

Graham Schreiber.

Proposed New Service Description

Anniversary Date Synchronization Service

December 20, 2002

VeriSign® Global Registry Services

✔eriSign Global Registry Services

VeriSign Global Registry Services

21345 Ridgetop Circle
Dulles, VA 20166-6503
E-mail: info@verisign-grs.com
Internet: http://www.verisign-grs.com

I.   Introduction

Several of our recent discussions with registrars have included a common concern related to the challenges many domain name customers ("registrants") face in managing sizable portfolios and, in particular, tracking expiration dates for registrations spread throughout the year.

The typical "power user" (customers with over 10 domain names) has an estimated 25 registrations, meaning any given month he or she likely has two or more registrations due to expire and is probably receiving upwards of 50-75 renewal solicitations a year.   While many registrars have developed account management tools to ease the burden of keeping registrations organized, there is still a possibility that pending expiration of registrations may be overlooked, leading to the inadvertent loss of a registration. We are all familiar with the difficult and costly process customers face in getting that registration back once it is lost.

VeriSign is developing a new service that will enable registrants to adjust the anniversary date[1] for domain names, consolidating them under a calendar day, or days (e.g., first day of each quarter), of their own choosing. In its simplest terms, the service will provide customers with added convenience and peace-of-mind, always knowing when their names are due for renewal. Taken a step further, the service can allow corporate customers to consolidate registrations and streamline payment processing for registrations within their portfolio.

The following paper provides a description of this proposed new service, which we will refer to here as "ConsoliDate," and is being provided to registrars to solicit comments and questions regarding the service. Registrar participation in this service will be optional. The topics covered in the paper include:

- ConsoliDate service description and value proposition
- High-level mechanics of how ConsoliDate will be made available to registrars;
- Preliminary ConsoliDate development and implementation schedule; and
- Service pricing

II.   Service Description

The ConsoliDate service will allow registrants, through their current registrar, to obtain a specific anniversary date for all of their domain name registrations. This will provide a means to synchronize renewals for large group of names, or even simply set a desired date of expiration for a single registration. While the service has perceived a primary target market of registrants with 10 or more registrations, we believe there is a portion of the smaller registrant community that will opt for this added convenience and choice.

The service will be fulfilled at the registry by the current registrar of record for any given domain name registration within the .com or .net domains. This service will not be available for domain names within the .org TLD. A new command ("SYNC") will be added to the Registry-Registrar

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[1] The anniversary date of a domain name registration is the day within the year that the name is due to expire, regardless of the year. Thus, registrations due to expire on March 1, 2003 and March 1, 2005 have the same anniversary date of March 1.

-3-

Protocol (RRP) to allow for automated processing of ConsoliDate service orders. This command will be separate and distinct from any current commands, including the ADD and RENEW commands. For both ADD and RENEW, the options for term remain increments of a year from 1 to 10 years. The Registrar Web Tool will also be updated to allow for processing of this service.

ConsoliDate service orders will be processed by the registry based on the specific anniversary date requested. However, the orders will be tracked and billed based on the number of calendar months that the anniversary date moves plus a fixed service fee (additional details on pricing appear in the Service Pricing section of this paper). There will be a one-month minimum charge for any service order, including a request to move an anniversary date to a day later within the current expiration month, and an 11-month maximum adjustment to an anniversary date. The registry will not charge the registrar for days moved within the new month of expiration.

The following is an example of how the service will impact registrations based on a registrant with five domain name registrations, as listed in the chart below. The registrant wishes to synchronize all five registrations under the anniversary date of DOMAIN C.

Registration	Current Expiration Date	Desired Anniversary Date	New Expiration Date	Calendar Months Moved	Days Moved within Month
DOMAIN A	1-Mar-03	15-Sep	15-Sep-03	6	14
DOMAIN B	25-Jun-05	15-Sep	15-Sep-05	3	-10
DOMAIN C	15-Sep-03	15-Sep	15-Sep-03	0	0
DOMAIN D	10-Sep-04	15-Sep	15-Sep-04	0	5
DOMAIN E	5-Oct-03	15-Sep	15-Sep-04	11	10

In this example, the registrant requests a move of anniversary date for DOMAINS A, B, D, and E to September 15. Following the fulfillment of the service order, the five anniversary dates are synchronized to September 15, thus the registrant always knows that his or her domain names are due to expire on that day within the year of expiration. The service will be billed based on a move for DOMAIN A of 6 calendar months and for DOMAIN B of 3 calendar months. DOMAIN D will be billed for a move of one calendar month, which is the minimum charge for a change to anniversary date. DOMAIN E will be billed for a move of 11 calendar months, because the date cannot by moved backwards to synchronize.

For registrations moved at least one calendar month, no additional charge is added for the move of days forward within September. Likewise, the charge is not prorated based on a move of days backwards within the month, as with DOMAIN B. It is worth noting that the registrant can select a date other than the current anniversary date of an existing registration.

Some other key assumptions of the service include:

- There will be no grace period for the SYNC command. Once the SYNC command is processed, the adjustment to the anniversary date is final. This assumption has been set to avoid the added complexity and cost that would result in providing the capability of moving the expiration date of a registration backwards and calculating the portion of the fee to be refunded.
- Through the SYNC command, the anniversary date of a domain can only be advanced. Months will never be removed from an existing expiration date in order to synchronize anniversary dates. Since there is a component of the fee associated with the number of months moved, the idea of charging for months lost off of the registration seems inappropriate.

- 4 -

- The service will only be permitted once per year, per domain, per registrar. Thus, the service cannot be used as a de facto month-over-month renewal for registrations.

III.   Service Fulfillment

This section includes a high-level, proposed business flow for service order and fulfillment, and some additional detail on the SYNC command processing.

The following is an example, high-level business flow for the ConsoliDate service, based on current assumptions about the service and how it will be offered.

1. Registrar solicits registrant customer base with service offering.
2. Registrar submits the SYNC command for selected registrations.
3. VGRS processes each SYNC command and updates the anniversary date in the database.
4. VGRS sends confirmation of each successful command to registrar.
5. VGRS debits registrar account balance for each SYNC command (see Proposed Pricing for details).
6. VGRS adds SYNC transactions to the daily transaction report for each registrar.

SYNC Command

The SYNC command allows a Registrar of Record to move the expiration date of a domain name forward to a specific month and day. The following rules apply:

- The request to synchronize a domain name MUST contain the following data:

    - The "EntityName" parameter set to value "Domain".

    - Fully qualified second level domain name in the "DomainName" parameter.

    - The "Date" parameter to identify the month and day

- The Date must be specified in the format mm-dd (e.g., 01-05 for January 5th).

- The system extends the domain name forward to the date specified by the registrar. If the domain name SYNC is completed successfully, the system returns the new registration expiration date in the "RegistrationExpirationDate" attribute in the response.

System Calculations for SYNC

The system will only allow a registrar to execute the SYNC command once for each domain name, per year, per registrar. To allow a new registrant to synchronize a domain that was synchronized within the past 1 year, the registrar may execute a renewal or self-transfer, which will reset this limitation.

In the following example, a registrar synchronizes a domain name to January 5th. A client (a registrar) types the lines beginning with "C:" and a server (the Registry) returns the lines beginning with an "S:"

```
C:SYNC<crlf>
C:EntityName:Domain<crlf>
C:DomainName:example.com<crlf>
C:Date:01-05<crlf>
C:.<crlf>
S:200 Command completed successfully<crlf>
S:RegistrationExpirationDate:2006-01-05
10:27:00.000<crlf>
S:.<crlf>
```

The following rules apply:

- A registrar can initiate the SYNC command through the RRP or the Registrar Web Tool.

- Domain names are always synchronized forward to the date requested.

- The domain name RRP status must be "Active," as defined in RFC 2832. This follows the rule currently in place for RENEW.

- During the synchronization process, the SYNC command is rejected with an error response code if the "Date" is the same as the current anniversary date. (This eliminates the possibility of executing a repeated SYNC command.)

- During the synchronization process, the SYNC command is rejected with an error response code if the "Date" is not provided.

- During the synchronization process, the SYNC command is rejected with an error response code if the "Date" is invalid. For example: 15-01, 01/15, or 01-15-2006.

- The SYNC command may not extend a domain name registration beyond the 10-year registration limit.

- The SYNC command will not accept a request to move the anniversary date to February 29.

Grace Periods and the SYNC Command

There is no SYNC Grace Period. If SYNC is successfully executed during an Add, Renew, Auto-Renew, or Transfer grace period, the following rules apply:

- **Add**: A domain can be synchronized within the Add Grace Period. If the domain is deleted during the Add Grace Period, the sponsoring registrar is credited for the amount of the registration only and not the SYNC.

- **Renew and Auto-Renew**: A domain can be synchronized within the Renew and Auto-Renew Grace Period. If the domain is deleted during the Renew or Auto-Renew Grace Period, the sponsoring registrar is credited for only the renewal or auto-renewal and not the SYNC.

- **Transfer**: A domain can be synchronized within the Transfer Grace Period. If the domain is deleted during the Transfer Grace Period, the sponsoring registrar is credited for the amount of the transfer only and not the SYNC.

Note: A domain cannot be synchronized while in a Transfer Pending status. A registrar must first NAK the transfer before executing the SYNC command. This is consistent with the current rules surrounding explicit renewals for a registration within the Transfer Pending status.

IV.   Development and Integration Schedule

VeriSign plans to include the new SYNC command in the upcoming RRP release, scheduled for January 2003. Implementation of the SYNC command is optional, and RRP will remain backward compatible for registrars who choose not to implement the new command. The following tentative schedule highlights key milestones in development and points of interest for registrars wishing to implement the ability to process this new RRP command.

- 9/16/02: 90 day Notice to Registrars of RRP change
- 9/16/02-12/17/02: Technical Requirements, Development, and Testing
- 12/16/02: SDK for RRP Changes Available to Registrars
- 12/18/02: OT&E Environment Opens
- 1/25/03: General Availability

V.   Service Pricing

VeriSign would apply a billing model for the ConsoliDate service that includes a fixed service fee per successful transaction plus a variable fee based on the number of months that the *anniversary* date is moved. The pricing for the fixed service fee would be initially set at $2.00 and the variable fee would be initially set at $1.00 per month moved. The chart below provides the complete wholesale fees that would be applied to service requests based on the number of months the anniversary date is moved.

Months Moved	1	2	3	4	5	6	7	8	9	10	11
Wholesale Fee	$ 3.00	$ 4.00	$ 5.00	$ 6.00	$ 7.00	$ 8.00	$ 9.00	$ 10.00	$ 11.00	$ 12.00	$ 13.00

With these fees, the total cost for the registrant example on page 4 would be as follows:

Registration	Current Expiration Date	Desired Anniversary Date	New Expiration Date	Calendar Months Moved	Days Moved within Month	Wholesale Fee
DOMAIN A	1-Mar-03	15-Sep	15-Sep-03	6	14	$ 8.00
DOMAIN B	25-Jun-05	15-Sep	15-Sep-05	3	-10	$ 5.00
DOMAIN C	15-Sep-03	15-Sep	15-Sep-03	0	0	
DOMAIN D	10-Sep-04	15-Sep	15-Sep-04	0	5	$ 2.00
DOMAIN E	5-Oct-03	15-Sep	15-Sep-04	11	10	$ 13.00
						$ 28.00

For a limited time, VeriSign will be offering introductory promotional pricing for ConsoliDate. The regular service pricing will be based on a fixed transaction fee ($2) plus a variable monthly fee ($1) for each month moved per name. For the first three (3) months of availability (February-April), VeriSign will waive the $2 fixed transaction fee.

This will allow you to offer customers with significant domain name portfolios a high-value service at a low introductory price. This important customer segment can then maximize full value of the service by synchronizing a larger number of names, helping to organize their portfolio.

Fees for the ConsoliDate service will be debited from the requesting registrar's primary pre-payment account upon completion of the transaction. Regular transaction reports will be provided to the registrars to include the number of domains serviced and the number of months

moved for each. These reports will allow registrars to check their monthly invoices against the regularly reported transaction volume and detail.

VI.   Conclusion

The .com and .net customer base is among the largest and most stable in the domain name industry. Changes that improve the overall customer experience and address their existing challenges present real opportunities to increase renewal rate and the average value of this customer. We believe the ConsoliDate service concept addresses one of the most often cited challenges related domain name portfolio management, generally increases customer choice for administration of their registrations, and will likely reduce the common occurrence of names being inadvertently deleted. We welcome your input on the details of the planned service as presented here. Comments and questions should be sent via e-mail to info@verisign-grs.com.

From: Graham Schreiber <graham_schreiber@landcruise.com>
Subject: CentralNic ... Regarding Landcruise.uk.com
Date: 2 May, 2012 12:13:35 PM EDT
To: "Hubler, James" <jhubler@verisign.com>, Nicholas Belzer <Nicholas.Belzer@networksolutions.com>, jenny@centralnic.com
Cc: Tony Willoughby <twilloughby@iprights.com>

1 Attachment, 38 KB

Hi James, Nicholas & Jenny: cc Tony at / for IPO.gov.uk

I'm back at plodding along with my inquiry; and as requested in your email below, would like to "Liaiso" with the "Registrar" of UK.COM ... who as it turns out is VeriSign, as you'll see below, which I found by "inspect element" in association behind Network Solutions.

Verisign is a thin-registry and, as such, does not maintain a contractual relationship with or information regarding registrants of .com domain names
Verisign has no information regarding this particular domain and that your concerns should be directed to either the registrar or registrant of uk.com.

Based on your VeriSign's subsidiary firm, Network Solutions information, published here > https://www.networksolutions.com/legal/aup.jsp < it looks like VeriSign, as the ICANN / IANA Root people in charge of ".com" are permitted to end contracts with people who use the domain names in unfavourable ways.

I've pasted much of the document below; and highlighted in red, some of the positions where your "client" has clearly failed to meet the standards required.   Please could you help me to understand how VeriSign & Network Solutions have not terminated the uk.com domain name?

You'll all know from an earlier email, seeing this attached document from CentralNic, that clearly articulates their "dilutive" intent, as pasted here ...

Missing Plug-in

With all this "Knowing" .... how is Network Solutions & VeriSign not involved in "Contributory Dilution" ?

I've looked through WIPO; and it appears that they uniformly retract services from "respondents" who've bough CentralNic's product, and return it to "Complainant". Many of these case involve businesses who own the ".com" ... Like I do, and have been adversely affected by your "clients" {also business partner} activities, run not through either the United States or England, but through Holland, where IP laws are Liberal, as they are for pot & prostitution.

CentralNic do have systems outside of Holland; and I suspect they serve the "legal" products, that ICANN licences them to sell.

Thank you in advance for your feed-back ... I sincerely hope that with this information you can collectively get me the Landcruise.uk.com domain name!

Additional to receiving the domain name, I'll need your group, to have Lorraine Dunabin release the ill-gotten IPO.gov.uk Trademark, for the word "Landcruise" because, with this in her control, my firm is effectively restricted from entry in the UK, my primary overseas market.   An impediment that is financially very damaging and resultant from / by extension, "your" product.

Cheers, Graham.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>
uk.com

Current Registrar: NETWORK SOLUTIONS, LLC.
IP Address: 72.32.58.175 (ARIN & RIPE IP search)
OrgName: Rackspace Hosting
OrgId: RACKS-8
Address: 5000 Walzem Road
City: San Antonio
StateProv: TX
PostalCode: 78218
Country: US
Record Type: Domain Name
Server Type: Apache 2
Lock Status: clientTransferProhibited
WebSite Status: Active

     Registrant:
     CentralNic Ltd
     35-39 Moorgate
     London, EC2R 6AR
     UK

     Domain Name: UK.COM

     Administrative Contact , Technical Contact :
     CentralNic Ltd
     domains@centralnic.com
     35-39 Moorgate
     London, EC2R 6AR
     UK
     Phone: +44.8700170900
     Fax: +44.8700170901

>>>>>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>>>>>

213.146.149.134
OrgName: RIPE Network Coordination Centre
OrgId: RIPE
Address: P.O. Box 10096
City: Amsterdam
StateProv:
PostalCode: 1001EB
Country: NL

NS1.CENTRALNIC.NET

>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>

72.3.240.16
OrgName: Rackspace Hosting
OrgId: RACKS-8
Address: 5000 Walzem Road
City: San Antonio
StateProv: TX
PostalCode: 78218
Country: US
NS2.CENTRALNIC.NET

>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>

62.197.40.234
OrgName: RIPE Network Coordination Centre
OrgId: RIPE
Address: P.O. Box 10096
City: Amsterdam
StateProv:
PostalCode: 1001EB
Country: NL
NS3.CENTRALNIC.NET

>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>

89.151.83.34
OrgName: RIPE Network Coordination Centre
OrgId: RIPE
Address: P.O. Box 10096
City: Amsterdam
StateProv:
PostalCode: 1001EB
Country: NL
NS4.CENTRALNIC.NET

>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>

194.169.218.17
OrgName: RIPE Network Coordination Centre
OrgId: RIPE
Address: P.O. Box 10096
City: Amsterdam
StateProv:
PostalCode: 1001EB
Country: NL
NS5.CENTRALNIC.NET

>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>

194.0.2.2
OrgName: RIPE Network Coordination Centre
OrgId: RIPE
Address: P.O. Box 10096
City: Amsterdam
StateProv:
PostalCode: 1001EB
Country: NL
NS6.CENTRALNIC.NET

>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>

193.105.170.169
OrgName: RIPE Network Coordination Centre
OrgId: RIPE
Address: P.O. Box 10096
City: Amsterdam
StateProv:
PostalCode: 1001EB
Country: NL
NS7.CENTRALNIC.NET

>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>

64.131.83.34
Servint SERVINT-CIDR-4 (NET-64-131-64-0-1) 64.131.64.0 - 64.131.95.255
CentralNic Ltd CENTRALNICLTD (NET-64-131-83-32-1) 64.131.83.32 - 64.131.83.39
NS8.CENTRALNIC.NET

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>>>

Acceptable Use Policy Version 1.9
Site Terms of Use and | MLA Claims
Service Agreement

Policies

Privacy Policy
Uniform Domain Name Dispute Resolution Policy
Domain Deletion Policy
Domain Transfer Policy
Acceptable Use Policy

SSL Legal Repository
LinkTogether™ Terms of Use
Report Seal Misuse

Acceptable Use Policy Version 1.9
Introduction

This Acceptable Use Policy encourages the responsible use of Network Solutions' services and delineates the relatively narrow range of uses of Network Solutions services that are contrary to Network Solutions' mission, generally because such uses either pose an unacceptable risk to the stability, integrity, or quality of Network Solutions' systems or the systems of its vendors, **or harm (or threaten to harm) the rights and interests of third parties.** This Acceptable Use Policy supplements your Service Agreement with us. Uses of the Network Solutions services described below are prohibited.

Prohibited Uses
I. You agree to comply with all applicable local, state, national and international laws and regulations regarding use of all services delivered by Network Solutions. **The following are prohibited uses of our services:**

1. **Transmission, distribution,** uploading, posting or storage **of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by** copyright, **trademark, trade secret or other intellectual property right used without proper authorization,** material kept in violation of state laws or industry regulations such as social security numbers or credit card numbers, and material that is obscene, defamatory, libelous, unlawful, harassing, **abusive,** threatening, **harmful,** vulgar, constitutes an illegal threat, violates export control laws, hate propaganda, **fraudulent material or fraudulent activity,** invasive of privacy or publicity rights, profane, indecent or otherwise objectionable material of any kind or nature. You may not transmit, distribute, or store material that contains a virus, "Trojan Horse," adware or spyware, malware, corrupted data, or any software or information to promote or utilize software or any of Network Solutions services to deliver unsolicited e-mail. **You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, gives rise to civil liability or otherwise violates any applicable local, state, national or international law or regulation.**

2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Network Solutions' servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on Network Solutions' servers, is prohibited. Network Solutions accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Network Solutions customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to or from any Network Solutions-hosted domain, or referencing any Network Solutions account, is prohibited.

4. **Advertising, transmitting, or otherwise making available or using any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email,** initiation of pinging, flooding, mail-bombing, denial of service attacks.

5. **Forwarding Internet users to any Web site that, if such web site were provided by Network Solutions, would violate the provisions of this Acceptable Use Policy.**

6. Using the Private Registration service to provide anonymity to activities which are unlawful, fraudulent, or violate the intellectual property rights of a third party.

7. **Using the DNS Manager service, or knowingly or recklessly permitting others to use the DNS Manager Services: (a) for any unlawful, invasive, infringing, defamatory, or fraudulent purpose; (b) to alter,** steal, **corrupt,** disable, destroy, trespass or violate any security or encryption of any computer file, **database** or network; (c) so as to materially interfere with the use of Network Solutions' network by other customers or authorized users. **(d) in a manner that is inconsistent with Network Solutions routing policies, provided you have notice of such policies or such policies are publicly available on Network Solutions Web site; (e)** in violation of the applicable acceptable use policies of Network Solutions' backbone providers, provided you have notice of such policies or such policies are publicly available on such backbone providers' Web sites; **(f) to alter, tamper with, adjust, repair or circumvent any aspect of the DNS Manager Service provided by Network Solutions; or (g) in a manner which, in Network Solutions opinion, is inconsistent with the generally accepted rules of Internet etiquette and conduct.**

8. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").

9. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

10. Engaging in any activities that do or are designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the Network Solutions network or on another provider's network.

11. **Using Network Solutions' services in a manner that interferes with the use** or enjoyment of the Network Solutions network **or other services by other customers** or authorized users. This shall include excessive use of services which impair the fair use of other Network Solutions customers.

12. Using Network Solutions' services as online backup or storage, or mirroring mass downloads.

13. Holding of Network Solutions (including its affiliates) or their employees or shareholders up to public scorn, ridicule, or defamation.

14. **Impersonating any person or entity,** including, but not limited to, a Network Solutions official, **or falsely stating or otherwise misrepresenting your affiliation with a person or entity.**

15. Use of Internet relay chat ("IRC").

II. **You acknowledge and agree that it is a violation of this AUP for your services to cause an interruption or degradation of,** interference with, or disproportionate burden on the operations of Network Solutions' systems **or the services of other customers,** regardless of whether such interruption, degradation, interference or burden is the result of your actions or those of a third party over which you have no control.

III. You are solely responsible for the content you furnish to Network Solutions in connection with your Web site or other services we provide to you, or make available to others through use of our services. Network Solutions cannot and does not design (except where you are receiving our Design Services), review or screen content you provide to us for inclusion in your Web site (or that you use, provide or make available in connection any services we provide to you) and does not assume any obligation to monitor such content. However, you agree that we may review your Web site or other content in responding to a third party complaint or for any other reason.

IV. **You may access and use our services for lawful purposes only** and you are solely responsible for the knowledge and adherence to any and all laws, statutes, rules and regulations pertaining to your use of our services. **You agree that you will not (i) use the services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local state, Federal or International law or regulation; (ii) upload or otherwise transmit any content that you do not have a right to transmit** under any law or contractual or fiduciary duty, **(iii) interfere or infringe with any trademark or proprietary rights of any other party;** (iv) interfere with the ability of other users to access or use our services, **(v) claim a relationship with or to speak for any individual, business, association, institution or other organization for which you are not authorized to claim such a relationship;** (vi) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service, or **(vii) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes any portion of the services.**

On 2012-03-26, at 1:16 PM, Hubler, James wrote:

> Graham,
>
> As we have discussed several times, Verisign is a thin-registry and, as such, does not maintain a contractual relationship with or information regarding registrants of .com domain names, nor does it host any content associated with these domain names. Moreover, and as I have stressed to you before, because your allegations pertain to a third-level domain names (landcruise.uk.com), Verisign has no information regarding this particular domain and that your concerns should be directed to either the registrar or registrant of uk.com.
>
> Please liaise with these entities directly.
>
> <image001.gif>
>
> **James T. Hubler**   <image002.gif>
> Senior Corporate Counsel
> jhubler@verisign.com
>
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