



Acceptable Use Policy for .BIBLE TLD

1. PURPOSE.

American Bible Society (“ABS”) is committed to the stable and secure operation of its top-level domain (“TLD”). This Acceptable Use Policy (“AUP”) sets out the prohibited actions by Users (as defined in Section 2) of any .BIBLE domain name (“Domain Name”).

This AUP should be read in conjunction with all applicable policies posted on the .BIBLE TLD website – nic.bible/policy. By way of example, and without limitation, the Registrant Agreement sets forth representations, warranties, and covenants and other terms and conditions, the breach of which may constitute non-compliance with this AUP.

2. SCOPE.

This AUP applies to anyone who uses or accesses the .BIBLE domain registry, who has responsibility for one or more host records in the .BIBLE zone files generated from the .BIBLE registry, registrants of a .BIBLE Domain Name, and/or users of hardware, name servers, bandwidth, telecommunications transport, zone files, or email routing services or of any other domain name resolution systems and services in the .BIBLE registry and zone (“Users”).

The most recent version of this AUP made available on the TLD website applies to all Domain Names and Second-Level Domains which resolve as a result of sub-delegation, no matter when registered or renewed. No reference in the AUP constitutes a license to perform sub-delegation or otherwise sub-license any right obtained under a Registrant Agreement or .BIBLE Policies.

This AUP supplements the rules governing qualifications for registration. Use of a Domain Name in a manner that contravenes this AUP may result in the suspension or revocation of a registrant’s right to use a Domain Name or to continue to be recognized as the registrant of a Domain Name. Suspension or revocation may apply to one or more Domain Names for which User is a registrant in addition to a particular Domain Name which may have given rise to a particular complaint.

This AUP is intended to provide guidance as to what constitutes acceptable and prohibited use of Domain Names. However, the AUP is neither exhaustive nor exclusive.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES.

ABS supports the free flow of information and ideas over the Internet. Although this AUP sets forth prohibited use, ABS does not exercise editorial control over the content of any message or website made accessible by domain name resolution services in the .BIBLE TLD.

ABS reserves the right to discontinue, suspend, or modify the services provided to any Domain Name to address alleged violations of this AUP. ABS may determine in its

sole discretion whether use of a Domain Name is a violation of this AUP. Third parties who believe that this AUP is being violated may use the DotBible Community Dispute Resolution Policy procedure set forth in Section 6.3 below. For trademark related claims, ABS or affected parties may utilize ICANN-mandated procedures, such as the Universal Dispute Resolution Policy (“UDRP”) or the Universal Rapid Suspension Policy (“URS”) and/or the courts in the jurisdiction and venue specified in the Registrant Agreement.

Users of Domain Names are required to ensure that their use of a Domain Name is at all times lawful and in accordance with the requirements of this AUP, any and all United States and international laws and regulations applicable to .BIBLE or User, and ICANN policies.

4. MODIFICATIONS.

ABS reserves the right to modify or update this AUP and the Code of Conduct at any time, and any such modifications or restatements shall be posted on the .BIBLE TLD website at nic.bible/policy from time to time. ABS will use reasonable commercial efforts to inform designated contacts in the event of changes to this AUP and/or the Code of Conduct. Such efforts may include posting the revised AUP and/or Code of Conduct on ABS’s website and/or sending email notice that this AUP and/or Code of Conduct has been modified or updated.

5. PROHIBITED USE.

“Prohibited Use” of a Domain Name is a use which is prohibited by this Section 5 of this AUP as determined in the sole discretion of ABS. Registration of one or more Domain Name(s) or access to services provided by ABS may be cancelled or suspended for any Prohibited Use, or breach of or non-compliance with this AUP:

5.1 VIOLATIONS OF LAW OR LEGAL OBLIGATIONS

Domain Names must be used for lawful purposes. The creation, transmission, distribution, display, storage of, or linking to any material, whether incorporated directly into or linked from a website, email, posting to a news group, Internet forum, or instant messaging notice which makes use of domain name resolution services in the .BIBLE TLD in violation of applicable laws or regulations or this AUP is expressly prohibited. This includes, but is not limited to, the following:

- (A) Communication, publication, or distribution of material including, but not limited to, links or framing, that infringes upon the intellectual and/or industrial property rights of another person or entity. Intellectual and/or industrial property rights include, but are not limited to: copyrights (including future copyrights), design rights, patents, patent applications, trademarks, rights of personality, and trade secret information.
- (B) Registration or use of a Domain Name in circumstances in which, in the discretion of either of and only ABS or a duly formed Panel under the DotBible Community Dispute Resolution Policy:
 - (1) The Domain Name is identical or confusingly similar to a personal name, company, business or other legal or trading name, or a trade or service

mark in which a third party complainant has rights, including but not limited to circumstances in which the use:

- (a) deceives or confuses others in relation to goods or services for, or in respect of similar goods or closely related services, against the wishes of the registered proprietor of the trade mark;
 - (b) deceives or confuses others in relation to goods or services in respect of which an unregistered trademark or service mark has become distinctive of the goods or services of a third party complainant, and in which the third party complainant has established a sufficient reputation, against the wishes of the third party complainant;
 - (c) trades on or passes off a Domain Name, website, or other content or services accessed through resolution of a Domain Name as being the same as or endorsed, authorized, associated, or affiliated with the established business, name, or reputation of another; or
 - (d) constitutes intentionally misleading or deceptive conduct in breach of ABS policy, any laws or regulations applicable to .BIBLE or User, United States law, international laws, or ICANN policies.
- (2) The Domain Name has been used in bad faith, including without limitation the following:
- (a) The User has used the Domain Name primarily for the purpose of unlawfully disrupting the business or activities of another person or entity; or
 - (b) By using the Domain Name, the User has intentionally created a likelihood of confusion with respect to the third party complainant's intellectual and/or industrial property rights and the source, sponsorship, affiliation, or endorsement of website(s), email, or other online locations or services or of a product or service available on or through resolution of a Domain Name.
- (C) A Domain Name registration which is part of a pattern of registrations where the User has registered domain names which correspond to well-known names or trademarks in which the User has no apparent rights, and the Domain Name is part of that pattern;
- (D) The Domain Name was registered arising out of a relationship between two parties, and it was mutually agreed, as evidenced in a writing, that the registrant would be an entity other than that currently in the register;
- (E) Publication of content which, in the opinion of either of and only ABS or a duly formed Panel under the DotBible Community Dispute Resolution Policy:
- (1) is capable of disruption of systems in use by other Internet Users or service providers (e.g., viruses or malware);

- (2) seeks or appears to seek authentication or login details used by operators of other Internet sites;
 - (3) may mislead or deceive visitors to the site that the site has an affiliation with the operator of another Internet site; or
 - (4) is the distribution of malware or dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent.
- (F) Communication, publication, or distribution, either directly or by way of embedded links, of images or materials where such communication, publication, or distribution is prohibited by or constitutes an offence under any laws or regulations applicable to .BIBLE or User, United States law, international laws, or ICANN policies. This includes, but is not limited to, material that includes real or manipulated images depicting child pornography, bestiality, excessively violent material, and material containing detailed instructions regarding how to commit a crime, an act of violence, or how to prepare and/or use illegal drugs.
 - (G) Communication, publication, or distribution of defamatory material or material that constitutes racial disparagement.
 - (H) Communication, publication, or distribution of material that constitutes an illegal threat or encourages conduct that may constitute a criminal offence.
 - (I) Communication, publication, or distribution of material that is in contempt of the orders of a court or another authoritative government actor within the United States or with jurisdiction over .BIBLE or User.
 - (J) Communication, publication, or distribution of material that harasses, or has the effect of harassing, another person or that threatens or encourages bodily harm or destruction of property.
 - (K) Use, communication, publication, or distribution of software, technical information, or other data that violates applicable export control laws.
 - (L) Use, communication, publication, or distribution of confidential or personal information or data including confidential or personal information about persons that was collected without their knowledge or consent.

5.2 VIOLATION OF CODE OF CONDUCT

Websites hosted on .BIBLE domains, either directly or via a redirect from a .BIBLE domain, must comply with the .BIBLE TLD Code of Conduct, the current version of which can be found at nic.bible/policy. In addition, any .BIBLE domain that is being used contrary to the Code of Conduct or the overall mission of the .BIBLE TLD, which is to spur Bible engagement, translation, innovation, and global partnerships so that all people may experience the life-changing message of the Bible, may be deemed in violation of the AUP. The exclusive right to make these determinations remains only with either of ABS or a duly formed Panel under the DotBible Community Dispute Resolution Policy.

5.3 MISUSE OF ELECTRONIC MAIL

ABS expressly prohibits Users of Domain Names from engaging in the following activities:

- (A) Communicating, transmitting, or sending unsolicited bulk email messages or other electronic communications (“Spam”) of any kind including, but not limited to, unsolicited commercial advertising and informational announcements. Such messages or material may be sent only to those who have expressly requested it. If a recipient asks a user to stop sending such emails, any further email messages or other electronic communications would constitute Spam and violate the provisions and requirements of this AUP.
- (B) Communicating, transmitting, or sending any material by email or otherwise that harasses, or has the effect of harassing, another person or that threatens or encourages bodily harm or destruction of property including, but not limited to, malicious email and flooding a user, site, or server with very large or numerous pieces of email or illegitimate service requests.
- (C) Communicating, transmitting, sending, creating, or forwarding fraudulent offers to sell or buy products, or unsolicited offers of employment.
- (D) Adding, removing, modifying, or forging any header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information (“Spoofing”).
- (E) Causing or permitting the advertisement of a Domain Name in an unsolicited email communication.

5.4 DISRUPTION

- (A) ABS expressly prohibits the use of a Domain Name for the purpose of:
 - (1) Restricting or inhibiting any person in their use or enjoyment of a Domain Name or any service or product of ABS.
 - (2) Actually or purportedly reselling ABS services and products without the prior written consent of ABS.
 - (3) Transmitting any communications or activity which may involve deceptive marketing practices such as the fraudulent offering of products, items, or services to any other party.
 - (4) Providing false or misleading information to ABS or to any other party through the Domain Name.
 - (5) Facilitating or aiding the transmission of confidential information, private, or stolen data such as credit card information (without the owner’s or cardholder’s consent).
- (B) Users are expressly prohibited from circumventing or attempting to circumvent the security of any host, network, or accounts (“Hacking”). This includes, but is not limited to:
 - (1) accessing data not intended for such User;

- (2) logging into a server or account which such User is not expressly authorized to access;
 - (3) using, attempting to use, or attempting to ascertain a username or password without the express written consent of the operator of the service in relation to which the username or password is intended to function;
 - (4) probing the security of other networks; and/or,
 - (5) executing any form of monitoring which is likely to intercept data not intended for such User.
- (C) Users are expressly prohibited from effecting any security breach or disruption of any Internet communications including, but not limited to:
- (1) accessing data of which such User is not an intended recipient; and/or,
 - (2) logging onto a server or account which such User is not expressly authorized to access.
 - (3) For the purposes of this section, “disruption” includes, but is not limited to:
 - (i) port scans, TCP/UDP floods, packet spoofing;
 - (ii) forged routing information;
 - (iii) deliberate attempts to overload or disrupt a service or host; and/or,
 - (iv) use in connection with the use of any program, script, command, or sending messages with the intention or likelihood of interfering with another User’s terminal session by any means, locally or by the Internet.
- (D) Users who compromise or disrupt ABS systems or security may incur criminal or civil liability. ABS will investigate any such incidents and will cooperate with law enforcement and other appropriate governmental actors if a crime is suspected to have taken place.

5.5 PROHIBITED CONTENT

- (A) Pointing to any content that may, in ABS’s sole discretion, harm the reputation of ABS or the .BIBLE domain name space.
- (B) Pointing to any content that may, as determined in ABS’s sole discretion, disparage or blaspheme God, Jesus, the Holy Spirit, Christianity (to include any sects or denominations), the Bible, or any other such tenet, symbol, representative, or principles of the Christian faith.
- (C) Pointing to any content that, as determined in ABS’s sole discretion, espouses or promotes a religious, secular, or other worldview that is antithetical to New Testament principles, including but not limited to the promotion of a non-Christian religion or set of religious beliefs.
- (D) Use of a domain name to point to or publish any type of obscenity or pornography, irrespective of whether such pornography is legal or illegal.

- (E) Use of a domain name to promote, encourage, sell, or distribute medication, active pharmaceutical ingredients, drugs, designer drugs, or a medical device in any way that violates or may any law in ABS's, the seller's, or the buyer's jurisdiction.
- (F) Use of a domain name to promote, encourage, sell, or market services or goods in a way that is fraudulent or misleading, or use of a domain name to publish statements that are fraudulent or misleading.
- (G) Use of a domain name to sell or promote services or goods that are considered high-risk, including but not limited to gambling or gaming, pay-day loans, tobacco, replica, any type of multi-level marketing, weapons sales, wildlife parts sales, or psychic services..
- (H) Holding of the ABS (including its affiliates), its employees or shareholders, or the Bible up to public scorn, ridicule, or defamation.
- (I) Impersonating any person or entity, including, but not limited to, an ABS or registry official, or falsely stating or otherwise misrepresenting your affiliation.
- (J) 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 or forwarding Internet users to any website that, if such website's domain name were provided by ABS, would violate the provisions of this Acceptable Use Policy.
- (K) Violation of any American Bible Society policies, agreements, schedules, or applicable terms and conditions.

5.6 SALE OF THIRD-LEVEL DOMAINS

Sale of third-level domains within the .BIBLE TLD is prohibited unless express permission is obtained ahead of time from ABS. If permission is granted, all policies governing the .BIBLE TLD, including this AUP, shall apply to all third-level domains created by the primary second-level domain registrant.

6. ENFORCEMENT.

ABS may, in its sole discretion, suspend or terminate a User's service for violation of any of the requirements or provisions of the AUP if ABS believes a violation of the AUP has or may have occurred, and/or suspension and/or termination may be in the public interest.

ABS may delegate its right to take any action to an Internet security agency or governmental authority or may act upon any report from an Internet security agency without prior notification to the User.

ABS is not responsible for Users' content, and therefore cannot guarantee that sites in the .BIBLE TLD will be free from content that violates this AUP. However, failure to enforce this policy does not constitute a waiver of ABS's right to enforce it; nor does this AUP create any obligations to Users or any third party beneficiary rights or private rights of action.

ABS reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security

technological services, among other things, in order to implement the AUP. In addition, ABS reserves the right to deny, cancel, or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- to enforce .BIBLE policies, as amended from time to time;
- to protect the integrity and stability of the .BIBLE TLD, its operations, and ABS;
- to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the .BIBLE or User;
- to establish, assert, or defend the legal rights of ABS or a third party, or to avoid any liability, civil or criminal, on the part of the ABS as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
- to respond to violations of this policy;
- to correct mistakes made by ABS in connection with a registration or reservation; or
- as otherwise provided herein.

In addition to, and not in any way limiting ABS's discretion to act of its own accord to enforce any of its policies, including this Acceptable Use Policy, an aggrieved third party may file a complaint under the DotBible Community Dispute Resolution Policy which can be found at nic.bible/policy.

7. LIMITATION OF LIABILITY.

In no event shall ABS be liable to any User, any customer, or any third party for any direct, indirect, special, or consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if ABS was advised of the possibility of such damages. ABS's liability for any breach of a condition or warranty implied by the Registrant Agreement or this AUP shall be limited to the maximum extent possible to either supplying the services again or paying the cost of having the services supplied again (as ABS may determine in its sole discretion).

8. REMOVAL OF CONTENT; RESPONSIBILITY FOR CONTENT.

At its sole discretion, ABS reserves the right to:

- (A) Remove from its servers or alter content, zone file data, and/or other material provided by any person that violates the provisions or requirements of this AUP;
- (B) Re-delegate, redirect, or otherwise divert traffic intended for any service;
- (C) Notify operators of Internet security monitoring services, virus scanning services, and/or law enforcement authorities of any breach or apparent breach of this AUP or other ABS Policies; and/or,

- (D) Terminate access to the Domain Name by any person that ABS determines has violated the provisions or requirements of this AUP.

In any regard, ABS is not responsible for the content or message of any newsgroup posting, email message, website, Internet forum, or instant messaging notice regardless of whether access to such content or message was facilitated by or through the ABS network or a Domain Name. ABS does not have any duty to take any action with respect to such content or message by creating this AUP, and Users are obliged and required to ensure that their use of a Domain Name is at all times in accordance with the requirements of this AUP and any and all applicable laws, rules, and/or regulations.