



ACCEPTABLE USE POLICY (Code of Conduct)

1. PURPOSE.

American Bible Society (“ABS”), the .BIBLE Registry, adopts this Acceptable Use Policy (“AUP”), which supersedes and replaces any prior versions of this Acceptable Use Policy and the Code of Conduct. This AUP shall govern use of all second-level .BIBLE Domain Names (collectively, “Domain Names” and individually, a “Domain Name”), for the purpose of ensuring all uses are consistent with the mission of the .BIBLE Top-Level Domain (TLD).

2. MISSION.

The mission of .BIBLE is:¹

- The promotion of the Bible community, and its issues, causes, interests, perspectives, positions, supporters and admirers, by making Domain Names available to those who may want to use such Domain Names for their business, personal or other legal purposes in the United States and world-wide.
- The positive promotion of the Bible community by having information available and disseminated from websites and email addresses ending in .BIBLE for the registrants.
- The positive promotion of the Bible by allowing business, not-for-profits and individuals to positively associate their products, services, information and selves with the Bible.

The Bible community consists of all persons, organizations and institutions associated with the historic orthodox Christian faith or the historic Jewish faith that consider the Bible, as it has been preserved in their respective faith traditions, to be the sole sacred text of their faith.

Those with pre-existing trademark rights are permitted to use .BIBLE domains in conjunction with the goods and services covered under such trademarks, even if they do not engage in positive promotion of the Bible and the Bible community, provided, however, that such usage does not violate any specific prohibitions set forth in this AUP.

3. SCOPE.

This AUP shall govern the actions of every person or organization that uses a .BIBLE domain name (a “Registrant”) and every person and organization (including but not limited to Registrants) in every circumstance that affects access to and content of any Domain Name (each such person or organization referred to within this AUP as a “User”).

¹ New gTLD Application submitted to ICANN by: American Bible Society, § 18(a), originally posted 13 June 2012.

This AUP should be read and interpreted 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.

4. BASIC STANDARDS.

4.1. FREEDOM OF SPEECH AND COMMUNITY STANDARDS

ABS supports the free flow of information and ideas over the Internet, considering the Internet to be a public forum as that concept is understood in First Amendment jurisprudence of the United States. At the same time, ABS believes that each TLD owner has the right, consistent with established First Amendment rights of association, to establish and enforce reasonable standards of use, including limitations on access and content, for the benefit of its TLD community as ABS defines that community.

Consistent with these principles, ABS will not exercise editorial control over the content of any message or website made accessible by domain name resolution services in the .BIBLE TLD, but reserves the right to discontinue, suspend or modify the services provided to any Domain Name in response to violations of this AUP. ABS may determine in its sole discretion whether any particular use of a Domain Name is a violation of this AUP.

Notwithstanding this reservation of right, ABS disclaims responsibility 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; nor does the adoption of this AUP imply a legal duty to take any action with respect to such content or message.

4.2. REGISTRANT STANDARDS

In connection with its use of a second level domain name within the .BIBLE TLD:

(A) Each Registrant shall treat all people with respect and charity, consistent with the Bible's teaching to love your neighbor as yourself. Particular care in this regard shall be exercised when addressing matters of differing doctrines or practices among the full range of historic orthodox Christian and Jewish understandings of the Bible.

(B) A Registrant shall not use or permit its Domain Name(s) to be used in any manner that would encourage or contribute to disrespect for the Bible or the Bible community and will take all reasonable steps to ensure that any use of its Domain Name(s) are in full compliance with this Acceptable Use Policy.

(C) Creation of third-level domains within the .BIBLE TLD is prohibited unless express permission is obtained by the Registrant in advance from ABS. All policies governing the .BIBLE TLD, including this AUP, shall apply to all third-level domains.

5. PROHIBITED USE.

5.1. VIOLATIONS OF LAW OR LEGAL OBLIGATIONS

Domain Names may be used only for lawful purposes. Any use in violation of applicable law or regulations, ICANN policies or this AUP is expressly prohibited. This includes, but is not limited to, the following:

- A. Infringement of intellectual and/or industrial property rights.²
- B. Communication, publication or distribution (hereafter, “Dissemination”) of content which:
- 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.
- C. Dissemination, 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 (including ICANN policies) applicable to .BIBLE or User. This includes, but is not limited to, material that includes real or manipulated images depicting child pornography or 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.
- D. Dissemination of defamatory material or material that constitutes racial disparagement.
- E. Dissemination of material that constitutes an illegal threat or encourages conduct that may constitute a criminal offence.
- F. Dissemination 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 the relevant User.
- G. Dissemination of material that harasses, or has the effect of harassing, another person or that threatens or encourages bodily harm or destruction of property.
- H. Dissemination or use of software, technical information or other data that violates applicable export control laws.
- I. Dissemination or use of confidential, private or personal information or data without the prior consent of the owner or subject of the information.
- J. Facilitating or aiding in any of the prohibited actions listed above.

² 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.

5.2. MISUSE OF ELECTRONIC MAIL

Users are prohibited 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 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.

5.3. DISRUPTION

(A) Users are prohibited from:

- (1) Restricting or inhibiting any person in their use or enjoyment of a Domain Name or any service or product of ABS, except as required to comply with this AUP.
- (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.

(B) Users are prohibited from circumventing or attempting to circumvent the security of any host, network, or accounts (“Hacking”), including but 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
 - (5) executing any form of monitoring which is likely to intercept data not intended for such User.
- (C) Users are 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
 - (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
 - (iv) use in connection with the use of any program, script or 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.

5.4. PROHIBITED CONTENT

The following prohibitions apply to all content published in conjunction with any .BIBLE domain or approved subdomain, as well as any linkage in any .BIBLE domain or approved subdomain to external content that would violate these prohibitions.

- (A) Any content that communicates disrespect³ for God as He is revealed in the Bible.
- (B) Any content that communicates disrespect³ for the Bible, or for any doctrine, symbol or principles of faith derived from the Bible.
- (C) Any content that communicates disrespect³ for the Jewish faith or the orthodox Christian faith in any of their historic expressions, or that advocates belief in any religious or faith tradition other than orthodox Christianity or Judaism.
- (E) 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.
- (F) 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 violate any law applicable to ABS, the seller or the buyer.

³ Disagreement or dissent by itself is not disrespect. Members of the Bible community may use Domain Names to discuss, debate and disagree with one another, provided they do so with civility and respect.

- (G) 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.
- (H) 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, replicas, any type of multi-level marketing, weapons sales, wildlife parts sales or psychic services.
- (I) Holding of the ABS (including its affiliates), its employees, donors, ministry partners or the Bible up to public scorn, ridicule or defamation. Any content that may harm the reputation of ABS or the .BIBLE domain name space.
- (J) Impersonating any person or entity, including, but not limited to, an ABS or registry official, or falsely stating or otherwise misrepresenting your affiliation.
- (K) 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.

6. ENFORCEMENT.

6.1. VIOLATION OF REGISTRANT STANDARDS

If a Registrant violates any terms of this AUP, the Registry may, in its sole and absolute discretion and without notice, suspend, cancel or terminate the Registrant's Domain Name registration(s) with or without refund to the Registrant, and/or disable the DNS to the corresponding .BIBLE website(s), if any, to prevent it from resolving. Suspension or revocation may apply to one or more Domain Names of a Registrant in addition to a particular Domain Name which may have given rise to a particular complaint. Notwithstanding the Registry's right to take such enforcement action without prior notice, the Registry generally will make a reasonable attempt, prior to implementing any enforcement action, to contact the Registrant (in collaboration with the sponsoring registrar) and mutually agree upon a corrective action plan.

If a Registrant wishes to dispute any enforcement action against its Domain Name(s), the Registrant must contact the Registry at dispute@nic.bible. The Registrant and Registry agree to attempt to resolve any claim or dispute arising out of or related to this AUP through good-faith negotiations taking into consideration Biblical principles of fair dealing and reconciliation. Suspended Domain Names may, in the Registry's sole and absolute discretion, be reinstated after the Registrant (a) demonstrates that a mutually agreed-upon corrective action plan has been implemented, and (b) provides a renewed commitment to the Registry and Registrar to abide by this AUP. If the Registrant and Registry cannot reach a mutually agreeable resolution through good-faith negotiations, the decision of the Registry will be final and binding.

Serious or repeated violations of this AUP will be cause for immediate termination of a Registrant's Domain Name registration(s).

6.2. OTHER VIOLATIONS

ABS may, in its sole discretion, suspend or terminate a User's service for violation of any of the requirements or provisions of this AUP if ABS believes, in its sole discretion, 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.

In addition to suspension or termination, at its sole discretion, ABS reserves the right to:

- (A) Remove from its servers, 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.

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, third parties who believe that this

AUP is being violated may file a complaint using the DotBible Community Dispute Resolution Policy procedure, which can be found at <http://nic.bible/policy>. For trademark-related claims, ABS or affected parties may utilize ICANN-mandated procedures, such as the Uniform Domain Name Dispute Resolution Policy (“UDRP”) or the Uniform Rapid Suspension Policy (“URS”) and/or the courts in the jurisdiction and venue specified in the Registrant Agreement.

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. MODIFICATIONS.

ABS reserves the right to modify or update this AUP 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. Such efforts may include posting the revised AUP on ABS’s website and/or sending email notice that this AUP has been modified or updated.