

## I. Kids.us Registrar Agreements

*NeuStar is extremely proud of our diligent work to establish the contracts, agreements, and guidelines that govern kids.us. All of the agreements described in this section were researched and drafted by NeuStar.*

On December 4, 2002, President George W. Bush signed into law the Dot Kids Implementation and Efficiency Act of 2002, Public Law No. 107-317 (herein referred to as the "Dot Kids Act"). The Dot Kids Act requires that NeuStar, as the administrator of the usTLD, establish a kids.us domain to serve as a haven for material that promotes positive experiences for children and families using the Internet, provide a safe online environment for children, and help to prevent children from being exposed to harmful material on the Internet.

On February 14, 2003, NeuStar entered into Modification Number 7 to Purchase Order No. SB1335-02-W-0175 with the United States Department of Commerce to establish, operate and maintain a second level domain United States country code domain called the "kids.us" domain. More specifically, among other things, Modification Number 7 required NeuStar, as the usTLD Administrator, to:

- Establish written content standards for the kids.us domain that ensures access only to material that is suitable for minors and not harmful to minors as such terms are defined by Pub. Law No. 107-317.
- Establish rules and procedures for enforcement and oversight that minimize the possibility that the kids.us domain provides access to content that is not in accordance with the standards and requirements of the Contract.
- Establish a process for removing from the kids.us domain any content that is not in accordance with the standards and requirements of the Contract.
- Establish a process to provide registrants in the kids.us domain with an opportunity for a prompt, expeditious, and impartial dispute resolution process regarding any material of the registrant excluded from the kids.us domain
- Establish procedures and mechanisms to promote the accuracy of contact information submitted by registrants and retained by registrars in the kids.us domain.

In addition, NeuStar was required to develop and enter into written agreements with each registrar for the kids.us domain that requires each registrar to:

- Ensure that use of the kids.us domain will be in accordance with the standards and requirements of the Contract; and
- Enter into a written agreement with each registrant in the kids.us domain:
  - To use the kids.us domain in accordance with the standards and requirements of the Contract;
  - To prohibit two-way and multi-user interactive services in the kids.us domain, unless the registrant certifies to the registrar that such service will be offered in compliance with the kids.us content standards and is designed to reduce the risk of exploitation of minors using such two-way and multi-user interactive services;

- To prohibit hyperlinks in the kids.us domain that take kids.us users outside the kids.us domain; and
- To follow .us policies and requirements, as may be amended from time to time by the Contractor and approved by the Department of Commerce including the (i) usTLD Dispute Resolution Policy and Rules; (ii). The usTLD Nexus Requirements, (iii) Nexus Dispute Policy and Rules; and the (iv) Registration Review Policy (April 22, 2002).

In order to accomplish each of the above goals, and perform a task that no other domain name registry had ever before performed, NeuStar created a series of policies, documents and agreements.

These documents included:

Document	Response Section	Dot Kids Implementation and Efficiency Act Reference	Modification #7 Contract Reference
usTLD Registrar Accreditation Agreement v. 2.0	Appendix F-1	N/A	Item 10
Administrator-Registrar Agreement	Appendix F-2	Section 157, Subsection C, 2 and 8	Item 6, 7 and 10d
Content Policy	Appendix F-3	Section 157, Subsection C, 1	Item 2
Content Terms of Use	Appendix F-4	Section 157, Subsection C, 3, 10 and 11	Items 7
Takedown Procedures	Appendix F-5	Section 157, Subsection C, 5	Item 4
Content Dispute Process	Appendix F-6	Section 157, Subsection C, 6	Item 5
Dispute Provider Agreement	Appendix F-7	Section 157, Subsection C, 6	Item 5
Content Manager Agreement	Appendix F-8	Section 157, Subsection C, 4	Item 3

## 1. usTLD Accreditation Agreement

The first Agreement, the usTLD Accreditation Agreement, which already existed at the time that the kids.us domain was created, established minimum criteria, requirements and obligations that all registrars have in the expanded usTLD space. However, the existing Accreditation Agreement did not contemplate expanded space registrations in the third-level, such as the kids.us second-level domain. In order to accommodate registrations in the third-level, and allow new public interest spaces like kids.us (or any third level introduced in the future) to exist, NeuStar had to create a revised usTLD Accreditation Agreement which had the flexibility to accommodate new spaces (without having to sign completely new agreements in the future).

That version of the usTLD Accreditation Agreement was amended a second time in early 2005 to insert a new section 3.7.7.4 and implement the ban on anonymous/proxy registrations the usTLD. The usTLD Accreditation Agreement v. 2.0 is included in Appendix E-1.

## 2. Kids.us Administrator-Registrar Agreement

The Kids.us Administrator-Registrar Agreement (KARA) is the primary agreement that governs the relationship between NeuStar, as the Registry Operator of the kids.us second-level domain name space, and each individual kids.us Accredited Registrar. All Registrars offering kids.us domain name registrations must sign the KARA in addition to the usTLD Accreditation Agreement v. 2.0.

There are some significant differences between the KARA and the usTLD Administrator/Registrar Agreement as discussed in Proposal Section J.6. The primary differences relate to specific details about the unique kids.us registration process, including the (1) registration of kids.us domain names ("Registered Names"), (2) activation of the kids.us domain names ("Active Registrations") through NeuStar, enabling the owner of the Registered Name to have content and (3) process of reviewing websites that contain kids content ("kids.us sites"). In addition, other changes relate to the fact that registrations in the kids.us domain are for the third, and not, second-level as in the general expanded usTLD space.

### 3. Kids.us content policy: guidelines and restrictions

A successor usTLD Administrator must not only be familiar with the technical operations of operating a third level domain name space, but also must demonstrate the requisite experience in administering on a policy level a child friendly domain name space for content that is suitable for minors and not harmful to minors. No registry operator in the world other than NeuStar that can demonstrate such experience.

The Dot Kids Act legislated a requirement that had never been imposed on a gTLD or ccTLD operator before and has not been imposed since; namely developing "written content standards for the new domain" and determining what content would be "suitable for minors and not harmful to minors" consistent with how those terms are defined in the Dot Kids Act. In addition, it was legislatively mandated that the Department of Commerce have no role in the creation or development of such policies.

After over a year of intensive research, outreach, and industry consultations, NeuStar completed that complex task and developed the Kids.us Content Policy: Guidelines and Restrictions ("Content Policy"). The Content Policy is set forth at Appendix F-3. For a more in depth discussion on the Kids.us Content Policy, see Proposal Section J.6.

### 4. Content Management Terms and Conditions

Modification 7 states that the usTLD Administrator shall "establish written content standards for the kids.us domain that ensures access only to material that is suitable for minors and not harmful to minors as such terms are defined by Pub. Law No. 107-317."

The Content Management Service Terms and Conditions ("Terms and Conditions") is an agreement between an owner of a Registered Name and NeuStar, in which the owner of the Registered Name seeks to activate its Registered Name ("Active Registrations) to enable third parties to be able to view content through a website associated with the Registered Name ("Kids.us Site").

In order to submit an application for an Active Registration through NeuStar, the applicant must first have obtained a Registered Name through a kids.us accredited registrar. A Registered Name merely provides the registrant with a license to the kids.us domain name. It does not give that person the right to have a kids.us site. A kids.us site is only allowed once that person has obtained an Active Registration and its content has been reviewed and approved by a Content Manager.

The Terms and Conditions also bind the owner of an Active Registration to abide by the rules and restrictions set forth in the Content Policy. In addition, as required by Modification No. 7, the Terms

and Conditions prohibit two-way and multiuser interactive services in the kids.us domain and the use of hyperlinks in the kids.us domain that take kids.us user outside the kids.us domain. Consistent with the legislation governing the kids.us domain, Modification No. 7, allows registrants to have two-way or multi-user interactive services only if they certify that the service will be “offered in compliance with the kids.us content standards and is designed to reduce the risk of exploitation of minors.”

Finally, the Terms and Conditions set out references to the Take Down Procedures (See Appendix F-5, and the Kids.us Content Removal Challenge Policy (See Appendix F-6) in the event that violations of the Content Policy are found by the usTLD Administrator and/or its sub-contracted Content Manager(s). If a kids.us site is removed for violation of the Content Policy, the Terms and Conditions set forth a process for Re-activation of the kids.us site.

All registrants seeking to obtain an Active Registration must also agree to abide by the terms of the Content Policy as well as other terms and conditions set forth by NeuStar in the Content Management Terms and Conditions (See Appendix F-4). In addition, the registrant must also pay an annual Content fee and have its content reviewed and approved by NeuStar.

## 5. Kids.us Takedown Procedures

Section 157(c)(5) of the Dot Kids Act and item 4 in Modification 7 requires that NeuStar, as the usTLD Administrator of the kids.us domain space have responsibility for the enforcement of kids.us Content Policy. NeuStar has developed the attached kids.us Takedown Procedures with the intent of maintaining a space with content that is “suitable for minors” and balancing the need for a fair and expeditious resolution process for registrants. This process is directly linked to the kids.us Content Policy, and will be adhered to in all instances of alleged content violations.

Critical to the success of any set of content policy requirements are the enforcement mechanisms for ensuring the policy is followed and addressing all potential infractions. The Kids.us Takedown Procedures (See Appendix F-5) sets forth the policy for reviewing infractions and addressing the mechanisms to remove or remedy any inappropriate content. Strong, predictable and clear enforcement procedures along with a process for dispute resolution are requirements of the Dot Kids Act. Specifically, the kids.us Act requires that there be:

- A process for removing from the new domain any content that is not in accordance with the [content] standards and requirements of the registry”;<sup>1</sup> and
- “A process to provide registrants to the new domain with an opportunity for a prompt, expeditious, and impartial dispute resolution process regarding any material of the registrant excluded from the new domain.”<sup>2</sup>

The enforcement policy is designed to balance the primary goal of maintaining a space free of inappropriate content while still affording registrants a fair and expeditious cure period. This policy, like all others, is implemented in a neutral and even-handed manner. Any challenges to actions taken under the Takedown Procedures is administered under the kids.us Content Removal Challenge Policy.

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<sup>1</sup> Dot Kids Implementation and Efficiency Act of 2002 ,Section 157, Subsection c (5).

<sup>2</sup> Public Law 107-317 Section 157, Subsection c (6).

## 6. Content Removal Challenge Policy and Rules

Modification Number 7 states that NeuStar “shall establish a process to provide registrants in the kids.us domain with an opportunity for a prompt, expeditious, and impartial dispute resolution process regarding any material of the registrant excluded from the kids.us domain.”

In order to carry out this contractual as well as legislative requirement, NeuStar leveraged its existing relationship with the National Arbitration Forum (“NAF”) to (1) assist in developing prompt, expeditious, and impartial dispute resolution process and (2) develop a Dispute Provider Agreement in which NAF (a neutral third party) would agree to provide such dispute services (See Appendix F-7). It was through these discussions that we were able to work together to develop a dispute resolution process that we believe is fair and equitable to those challengers who are unhappy with NeuStar’s decision to take down (or refuse to accept) a kids.us site.

According to the Kids.us Content Removal Policy and Rules developed and administered by NeuStar (“Policy”), any kids.us domain name registrant is entitled to initiate an administrative proceeding (“Challenge”) in the event that usTLD Administrator has either (i) taken any action to remove a Registrant’s registered kids.us domain name from the zone file or (ii) issued a Content Violation Notice of Intent to Remove a registrant’s kids.us domain name from the zone file (the “Removal Notice”) for violation of the Content Policy.

There are two types of possible disputes relating to the Content Policy. The first will occur if either (i) a Kids.us Active Registrant’s content is not approved by the usTLD Administrator to resolve on its Kids.Site or (ii) a kids.us Active Registrant’s content is taken down by the Registry under the Takedown Procedures. The second type of dispute, although treated similarly as the above disputes under the Content Policy, occurs when the usTLD Administrator mandates that certain content be removed from the kids.us site, the kids.us Active Registrant complies and therefore still has a resolving kids.us site, but the Registrant would like to appeal the decision requiring him to take down such content or risk the whole kids.us site being taken down.

In both types of disputes, the kids.us registrant will be the complainant and NeuStar will be the Respondent. Like the usDRP and the Nexus Dispute Policy, the burden will be on the Complainant to demonstrate that the content that was removed (or the kids.us site that was taken down) by NeuStar was not in violation of the Content Policy and therefore should never have been removed. Unlike the usDRP or Nexus Dispute Policy, NeuStar as the Respondent does not need to respond specifically to the individual assertions made by the Complainant, but must merely provide the Dispute Provider with enough information about the content that was taken down, the supporting documentation, and the reasons justifying the take down of the content.

The rationale for not requiring the usTLD Administrator to respond specifically to the Complaint is obvious. Such a requirement would be highly burdensome, require several full time employees and increase the costs of the kids.us space by a significant amount. To illustrate, it is possible (if not likely) that a Complainant would claim that NeuStar’s taking down of a particular website was in violation of the first amendment, breach of contract, negligent, etc. (as these types of causes of action are common in a usDRP). That being said, the Dispute Provider must be given enough information from NeuStar to make an independent determination about whether NeuStar was acting within the scope of the Content Policy in taking down a name (or content). Therefore, by providing the general information about precisely why a site was taken down (along with the back-up documentation), this should enable the Dispute Provider in making its determination.



## 7. Kids.us Dispute Provider Agreement (KDPA)

Modification Number 7 states that NeuStar “shall establish a process to provide registrants in the kids.us domain with an opportunity for a prompt, expeditious, and impartial dispute resolution process regarding any material of the registrant excluded from the kids.us domain.”

The kids.us Dispute Provider Agreement (KDPA) is the Agreement which governs the relationship between NeuStar and any dispute provider that agrees to preside over challenges brought pursuant to the kids.us Content Removal Policy. Currently, the National Arbitration Forum (NAF) has agreed to be such a provider and has specifically agreed to each of the terms contained within the KDPA set forth in Appendix F-7.

The KDPA is modeled after the usTLD Dispute Provider Agreement that governs the relationship between NeuStar and any dispute providers with respect to challenges brought under the usTLD Dispute Resolution Process. There have been very substantive changes, made to the dispute provider agreements.

## 8. Kids.us Content Manager Agreement/First Amendment and Proposed Amendment

In light of the seriousness of the objectives and requirements of the kids.us domain, NeuStar has created the role of “Content Manager.” The Content Manager is the entity to which NeuStar has subcontracted the responsibility for content review and monitoring. At this point in time, there is currently only one entity that has been selected to fill this role, Kidsnet, Inc. (“Kidsnet”).

The Content Manager Agreement (“CMA”) is designed as a subcontract between NeuStar and Kidsnet to perform “Content Management Services”. In short, Kidsnet enforces the Content Policy by tailoring their filtering process to the Content Policy for searching all potential and active kids.us websites.

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