

# **EXHIBIT A**

**III**  
**NATIONAL**  
**ARBITRATION**  
**FORUM**

DEUTSCHE LUFTHANSA AG,

Complainant,

v.

FUTURE MEDIA ARCHITECTS, INC.

Respondent.

Disputed Domain Name: *lh.com*

File Number: FA0802001153492

**COMPLAINT IN ACCORDANCE WITH THE**  
**UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY**

**I. Introduction**

1. This Complaint is hereby submitted for decision in accordance with the Uniform Policy for Domain Name Dispute Resolution, adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") on August 26, 1999 ("Policy"), the Rules for Uniform Domain Name Dispute Resolution Policy, approved by ICANN on October 24, 1999 ("Rules"), and the National Arbitration Forum (the "Forum" or "NAF") Supplemental Rules for Uniform Domain Name Dispute Resolution Policy ("Supplemental Rules"), effective January 1, 2006. See Rules 3(b)(i).

## II. The Parties

### A. The Complainant

*[Rule 3(b)(ii) and (iii)]*

2. The Complainant in this administrative proceeding is Deutsche Lufthansa AG ("Lufthansa" or "Complainant") an internationally famous German aviation company having its business headquarters in Köln, Deutschland (Germany).

3. The Complainant's contact details are as follows: Complainant's address is Von-Gablenz-Strasse 2-6, 50679 Köln, Deutschland (Germany), its telephone number is +49 221.826.2444, and its fax number is +49 221.826.2286.

4. The Complainant's authorized representatives in this administrative proceeding are Dennis J. Mondolino and Christine A. Pepe of the law firm of McDermott Will & Emery LLP, 340 Madison Avenue, New York, New York 10173. Dennis Mondolino's telephone number is (212) 547-5823, his facsimile number is (212) 547-5444, and his e-mail address is dmondolino@mwe.com. Christine Pepe's telephone number is (212) 547-5414, her facsimile number is (212) 547-5444, and her e-mail address is cpepe@mwe.com.

5. The Complainant's preferred methods of receiving communications are as follows: electronic-only material should be sent to Dennis Mondolino at dmondolino@mwe.com and to Christine Pepe at cpepe@mwe.com. Materials including hardcopy should be sent by facsimile to the attention of Dennis Mondolino and Christine Pepe at (212) 547-5444.

**B. The Respondent**

*[Rule 3(b)(v)]*

6. According to Network Solutions, LLC's ("Network Solutions") "Whois" query results, the Respondent in this administrative proceeding is Future Media Architects, Inc. ("FMA"). A copy of the database record for the domain name that is the subject of this Complaint is attached hereto as Exhibit A.

7. All information known to the Complainant regarding how to contact Respondent is as follows: Respondent's address is listed as PO Box 71, Road Town, Tortola 99999 VG. Respondent's email address is dns-admin@fma.net. Respondent's phone number is (703) 868-6000 and facsimile number is (703) 780-4738.

8. Upon information and belief, the attorney for Respondent is James E. Rosini, Kenyon & Kenyon, One Broadway, New York, NY 10004-1050. By way of background, on December 13, 2006, counsel for Lufthansa wrote a cease and desist letter to Respondent at the above address, placing Respondent on notice of Complainant's rights and further, asserting that Respondent's registration and use of Respondent's domain name *lh.com* was unlawful and constituted unfair competition, intentional trademark infringement, trademark dilution and false designation of origin. See attached Exhibit B. On January 10, 2007, Respondent's counsel responded by attacking Complainant's rights in the mark LH. See attached Exhibit C.

### III. The Domain Name and Registrar

*[Rules 3(b)(vi) and (vii)]*

9. This dispute concerns the domain name *lh.com* (the "Domain Name").

10. The registrar of record for the Domain Name is Moniker Online Services, LLC ("Moniker"). The address for Moniker is 20 SW 27th Avenue, Suit 201, Pompano Beach, Florida 33069, its telephone number is (800) 841-7686, and its email is support@moniker.com.

11. Moniker has adopted the Policy and Rules, which are incorporated by reference into its Registration Agreement and Dispute Policies, which are attached hereto as Exhibit D.

### IV. The Trademarks and Service Marks Upon Which the Complaint is Based

*[Rule 3(b)(viii)]*

12. This Complaint is based upon the internationally known and famous trademark and service mark LH, which has been adopted and continually used in commerce by the Complainant since at least as early as 1945 in connection with the advertising and sale of, *inter alia*, airline flights and generally aviation and travel-related products and services.

13. Complainant's company Lufthansa was founded in 1926 in Berlin, Germany. The company's original name was Deutsche Luft Hansa Aktiengesellschaft. The mark LH derives from Complainant's corporate name "Luft Hansa," which originally was used as two separate words. In German, Luft means "air" and Hansa refers to the Hanseatic League, a powerful medieval trading group. See Exhibit E, publicly available information and promotional materials regarding Complainant Lufthansa.

14. In 1945, the International Airline Traffic Association ("IATA") assigned Complainant Lufthansa the airline designator "LH." See Exhibit E. By way of background,

IATA is the global trade organization for the air transport industry and is responsible for building the commercial standards of the aviation industry. See Exhibit F. One of IATA's goals is to ensure that people and goods can move around the global airline network as easily as if they were on a single airline in a single country. *Id.* IATA is the prime vehicle for inter-airline cooperation in promoting safe, reliable, secure and economical air services for the benefit of the world's consumers. *Id.*

15. Since 1945 and continuing to the present, Complainant has used the mark LH and the LH designator in commerce: the mark LH appears next to all of Complainant's flight numbers on all customer tickets (including electronic tickets) and on airport departure/arrival monitors (also referred to as Flight Information Display Systems or FIDS) and gates in connection with all Lufthansa flights, and is generally used in connection with the offering and sale of any Lufthansa flight. See Exhibit G evidencing Complainant's use of the mark LH in commerce, including the use on tickets and FIDS. Complainant also operates the web sites <www.lufthansa.com>, which allows consumers to research and book Lufthansa flights, and <www.flylh.com>, which connects internet users to the Lufthansa City Center network, a worldwide travel agency. See Exhibit G. In addition to these domain names and active web sites, Complainant further maintains current registrations for the domain names <www.lh-onlineinfo.de> and <www.lh-usa.com>. Therefore, on a global level, both airline industry professionals (e.g., travel agents) and consumers (e.g., travelers) globally associate Complainant's mark LH with Complainant and its high quality airline flights and related travel services.

16. For instance, Complainant was an official sponsor of the German National Soccer Team in connection with the 2006 World Cup, which is held every four years. See Exhibit H. In

connection with the World Cup, Complainant launched the "LH2006" campaign to promote and advertise Complainant's airline flights and related travel services. *Id.* In connection with this campaign, Complainant promoted the mark LH through its distribution of LH2006 banners, coasters, key chains and other memorabilia and launched (and still currently operates) the website <www.lh2006.com>.

17. Complainant is also the owner of the mark LH under German Trademark Registration Number 399 47 202, November 22, 1999 (see Exhibit D), Swiss Registration Mark Number 476792, October 31, 2000 (see Exhibit D); and European OHIM Certificate of Registration Number 001472349, May 18, 2001 (see Exhibit K). , Certified translations of these trademark registrations are attached hereto as Exhibits I-K.

18. As a result of this widespread, long-time, continuous, and prominent use of the mark LH, the mark has acquired significant goodwill, public recognition and international fame as a means by which Complainant and its flights and travel-related products and services are known to the public and its source and origin are identified. Complainant has established significant secondary meaning in the mark LH and therefore, has well established legal rights in the mark LH.

#### V. Grounds On Which The Complaint is Made

A. The Domain Name is Identical to and Confusingly Similar to Complainant's Mark

*[Rule 3(b)(7)(1)]*

19. Respondent's registered Domain Name, *lh.com*, is identical to and consists entirely of the mark LH, in which Complainant has well established rights.

20. By registering the Domain Name, which is identical to Complainant's mark LH, Respondent creates a likelihood of confusion with Complainant's mark as to the source,

sponsorship, affiliation, or endorsement of the Domain Name and the web site to which it resolves. As a result, Respondent's Domain Name is likely to cause confusion, mistake, and misleadingly divert Internet users trying to locate legitimate information about Complainant, its business, its aviation products, airline flights and related services, and its own legitimate web sites <www.lufthansa.com>, <www.fly-lh.com>, and <www.lh2006.com>.

**B. Respondent Has No Rights or Legitimate Interest in the Domain Name**

*[Rule 3(b)(x)(2)]*

21. Complainant has in no way consented to Respondent's use of the Domain Name. On December 13, 2006, counsel for Lufthansa wrote a cease and desist letter to Respondent, placing Respondent on notice of Complainant's rights in the mark LH and further, asserting that Respondent's registration and use of Respondent's domain name *lh.com* was unlawful and constituted unfair competition, intentional trademark infringement, trademark dilution and false designation of origin. See attached Exhibit B. On January 10, 2007, Respondent's counsel responded by attacking Complainant's legitimate rights in the mark LH. See attached Exhibit C. Despite being placed on notice of Complainant's legitimate rights in the mark LH, Respondent has continued, through its operation of the Domain Name, to commercially benefit and trade off of the good will of Complainant's mark LH.

22. Respondent cannot demonstrate any legitimate right or interest in the Domain Name. Respondent is not commonly known by the Domain Name, either as a business, individual, or other organization. See Policy ¶4(e)(ii). Respondent operates under the business name Future Media Architects, Inc. Respondent is well-accustomed to ICANN proceedings and has, several times in the past, been forced to transfer domain names consisting of trademarks. See *infra* ¶34. Indeed, Respondent's entire business model involves the acquisition and use of as



many domain names as possible. Upon information and belief, beginning in approximately 2000, Respondent began to acquire mass amounts of domain names and currently, is the owner of over 100,000 domain names. See Exhibit L, information relating to Respondent and its business.

23. Although the Domain Name itself appears to have been originally registered in January 1995 (See Exhibit A), upon information and belief, Respondent acquired rights to the Domain Name much later in time and long after Complainant's mark LH had acquired significant good will and recognition as a means by which the public identifies Complainant's airline flights and related travel goods and services. Importantly, a domain name transfer from a registrant who may have had rights or legitimate interests in the Domain Name to a registrant, such as Respondent in this case, does not automatically confer legitimacy on the transferee and the use of a domain name in a manner, such as here, that infringes upon a trademark prevents the acquisition of legitimacy. *Grana Padano v. Colombi Cristiano*, No. AF 0252 (Aug. 14, 2000); *NFL Properties, Inc. v. One Sex Entertainment Co.*, WIPO Case No. D2000-0118 (April 17, 2000). Therefore, any argument made by Respondent that it acquired legitimacy of the Domain Name and that any such purported legitimacy extends back as early as 1995 must be rejected.

24. The use made by Respondent of its excessive inventory of domain names remains highly suspect. As evidenced by past decisions, Respondent has used domain names that constitute trademarks of third parties to direct Internet users to, for instance, its own OXIDE search engine/web site or mp3.tv web site, even though the various domain names would not lead a web user to associate Respondent's services with the particular domain name. See e.g., *Calcar, Inc. v. Future Media Architects, Inc.*, FA70709001080147 (NAF Nov. 6, 2007); *National Rifle Association of America v. Future Media Architects, Inc.*, FA 0608000781430

(NAF Oct. 13, 2006); *QNX Software Systems Ltd. v. Future Media Architects, Inc.*, Case No. D2003-0921 (WIPO Feb. 26, 2004). Through this model and the employment of various click-through links and sponsored links to third party web sites, Respondent obtains a commercial benefit.

25. In this case, the Domain Name *lh.com* currently resolves to a web site that promotes Respondent's OXiDE search engine and web site <www.oxide.com> and further, connects users to numerous sponsored links to third party web sites relating to various subjects. A copy of the web site home page (and subsidiary pages showing the various links to third party web sites) from which the Domain Name resolves is attached hereto as Exhibit M.

26. Respondent is using the Domain Name to divert Internet traffic and users seeking Complainant's business, well-known aviation products and services, and legitimate web sites <www.lufthansa.com>, <www.flylh.com>, and <www.lh2006.com> to its own *lh.com* web site where it promotes its OXiDE search engine. Upon information and belief, Respondent can offer no explanation as to how the particular domain name *lh.com* could possibly promote its OXiDE search engine or how an Internet user wishing to reach Respondent's OXiDE engine would associate the combination of letters "LH" with OXiDE. *QNX Software Systems Ltd. v. Future Media Architects, Inc.*, Case No. D2003-0921 (WIPO Feb. 26, 2004). Indeed, Internet users typing in the term LH would be seeking Complainant and Complainant's products and services. Therefore, the promotion of Respondent's web site involves the use of Complainant's good will in the mark LH without Complainant's consent. *Id.*

27. Respondent's use of Complainant's mark LH in the Domain Name to attract Internet users to its *lh.com* web site does not constitute a *bona fide* offering of goods and services under Policy ¶4(c)(i). The web site to which the Domain Name resolves connects

Internet users to numerous sponsored links to third party web sites relating to various subjects. The use of the Domain Name to run click-through links or to redirect users to sponsored web sites does not qualify as a bona fide offering of goods and services, and it is presumed that the registrant received compensation for each misdirected user. See e.g., *Calcar, Inc. v. Future Media Architects, Inc.*, FA70709001080147 (NAF Nov. 6, 2007); *National Rifle Association of America v. Future Media Architects, Inc.*, FA 0608000781430 (NAF Oct. 13, 2006); *The Wedding Channel.com, Inc. v. Vasiliev*, FA 156716 (NAF June 12, 2003).

28. In view of Complainant's use of the mark LH for over fifty years and the public's recognition of the mark LH with Complainant and Complainant's airline flights and related travel goods and services, it is clear the Respondent—as has been its pattern in the past—is attempting to commercially benefit from and trade off of the good will of Complainant's mark LH. *National Rifle Association of America v. FMA*, (NAF Oct. 13, 2006). In short, Respondent is not using the Domain Name in connection with a bona fide offering of goods or services. See Policy, ¶ 4(c)(i).

29. Nor is Respondent making a legitimate noncommercial or fair use of the Domain Name. See Policy, ¶ 4(c)(iii). On information and belief, the sole reason Respondent has chosen the Domain Name *lh.com* is to misleadingly divert Internet traffic and users seeking Complainant's goods and services and Complainant's legitimate web sites (i.e., <www.lufthansa.com>, <www.fly-lh.com>, and <www.lh2006.com>) to Respondent's OXIDE search engine and web site for commercial gain. See also *supra* at ¶¶ 21-28.

**C. The Domain Name Was Registered And Is Being Used In Bad Faith**

*[Rule 3(b)(ix)(3)]*

30. Upon information and belief, Respondent registered the Domain Name with the intent to attract Internet users to its OXIDE search engine and <www.oxide.com> web site for

commercial gain by creating a likelihood of confusion with Complainant's mark LH as to the source, sponsorship, affiliation, or endorsement of Respondent's web site, thereby misleadingly diverting Internet traffic from Complainant's web site to Respondent's for commercial gain. See Policy, ¶ 4(b)(iv).

31. Again, in view of Complainant's longstanding, wide spread and international use of its mark LH, see *supra* ¶12-18, Respondent knew or should have known of Complainant's trademark rights prior to acquiring rights to the Domain Name. Given the longstanding public recognition of the mark LH, there is no reason for Respondent to have registered the Domain Name other than to trade off of the reputation and goodwill of Complainant's famous LH mark. See *Charles Jordan Holding AG v. AAJM*, D2000-0403 (WIPO, June 27, 2000) (finding that the domain name in question is "so obviously connected with the Complainant and its products that its very use by someone with no connection with the Complainant suggests opportunistic bad faith."); see also *National Rifle Association of America v. FMA* (NAF Oct. 13, 2006).

32. On information and belief, Respondent derives revenue from its use of Complainant's mark LH by using it to attract Internet traffic to the *lh.com* web site which promotes its OXiDE search engine and <www.oxide.com> web site and further, connects users to numerous sponsored links to third party web sites. This use of the Domain Name indicates that Respondent has "intentionally attempted to attract, for commercial gain, Internet users to [Respondent's] web site or other on-line location, by creating a likelihood of confusion with the Complainants' Mark as to the source, sponsorship, affiliation, or endorsement of [Respondent's] web site or location or of a product or service on [Respondent's] web site or location." See Policy, ¶ 4(b)(iv).

33. Importantly, when the mark LH is typed into Respondent's OXiDE search engine, none of the results relate to the LH or Complainant's airline service. In fact, the results from Respondent's OXiDE search engine are generally non-sensical—none of the results relate to the term searched but instead connect the user to various unrelated sponsored links. See Exhibit M. This is further evidence that Respondent is using the Domain Name and the *lh.com* web site in bad faith to confuse Internet users for a commercial gain.

34. Furthermore, Respondent has a prior history of registering domain names encompassing well-known company names or marks, including <calcar.org>, <nra.net>, and <qnx.info>. All of these companies owning marks identical or confusingly similar to the domain names registered by Respondent filed UDRP complaints against Respondent, and in each case, Respondent was found to have registered the domain name in bad faith and ordered to transfer the domain name back to the company with the legitimate interest in the name. See *Calcar, Inc. v. Future Media Architects, Inc.*, FA70709001080147 (NAF Nov. 6, 2007); *National Rifle Association of America v. FMA* (NAF Oct. 13, 2006); *QNX Software Systems Ltd. v. Future Media Architects, Inc.*, Case No. D2003-0921 (WIPO Feb. 26, 2004). In light of Respondent's history of registering domain names bearing prominent company names and marks in bad faith, Respondent has engaged in a "pattern of conduct" in order "to prevent the owner of the trademark[s] from reflecting the mark in corresponding domain name[s]." See Policy, Paragraph 4(b)(i).

35. Respondent's registration of the Domain Name also violates the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 43(d), *et seq.* Indeed, Respondent's conduct has been held to fall within the cybersquatting activity for which the ICANN policy was designed to discourage. See *National Rifle Association of America v. FMA* (NAF Oct. 13, 2006).

36. Finally, Respondent's registration of the Domain Name is dilutive of Complainant's mark LH by making it more difficult for web users to locate Complainant's legitimate goods and services and web sites (i.e., <www.lufthansa.com>, <www.fly-lh.com>, and <www.lh2006.com>). By eroding the source-identification function of Complainant's mark LH in this way, Respondent's registration of the Domain Name dilutes the distinctiveness of Complainant's mark.

#### **VI. Remedies Requested**

*[Rule 3(b)(x)]*

37. In accordance with ¶ 4(i) of the Policy, for the reasons described in Section V above, the Complainant requests that the Administrative Panel appointed in this administrative proceeding issue a decision that *lh.com* be transferred to the Complainant.

#### **VII. Arbitration Panel**

*[Rule 3(b)(iv)]*

38. The Complainant elects to have the dispute decided by a three-member Panel. Complainant submits the names and contact information for the following three potential panelists:

- (1) Alan L. Limbury  
Strategic Resolution  
2 Crown Street  
Woolloomooloo  
New South Wales 2011  
Australia  
Telephone: +61 (0) 2 9368 0274  
Facsimile: +61 (0) 2 9368 0643  
E-mail: expert@strategic-resolution.com
  
- (2) David H. Tatham  
113 Rivermead Court

Ranelagh Gardens  
London SW6 3SB  
United Kingdom  
Telephone: +44 20 7731 2621  
Facsimile: +44 20 7731 2621  
E-mail: tatham@dsl.pipex.com

- (3) Nelson A. Diaz  
Cozen O'Connor  
1900 Market Street  
Philadelphia, PA 19103  
Telephone: (215) 665-5514  
Facsimile: (215) 665-2013

#### **VIII. Mutual Jurisdiction**

*[Rule 3(b)(xiii)]*

39. In accordance with Rules 3(b)(xiii), the Complainant agrees to submit, only with respect to any challenge that may be made by Respondent to a decision by the Administrative Panel to transfer or cancel the domain name that is the subject of this Complaint, to the jurisdiction of the federal district court for the Southern District of Florida, Miami Division, or another court in Miami-Dade County, Florida, where Moniker Online Services, LLC has its headquarters and which is the choice of law in the Registration Agreement.

#### **IX. Other Legal Proceedings**

*[Rule 3(b)(xi)]*

40. No legal proceedings have been commenced or terminated in connection with the Domain Name *lh.com*. See Rules 3(b)(xi).

#### **X. Communications and Certification**

41. Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the National Arbitration Forum and

panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents. *See* Rules 3(b)(xiv).

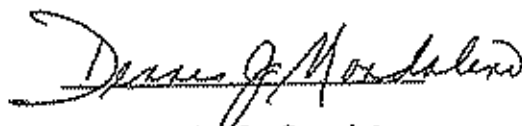
42. Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under the Policy and Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument. *See* Rules 3(b)(xiv).

43. Complainant certifies that a copy of this Complaint has been sent or transmitted to Respondent in accordance with Rules 2(b) and 3(b)(xii).

44. Complainant certifies that a copy of this Complaint has been sent or transmitted to the Registrar, Moniker, in accordance with Supplemental Rules 4(e)(i).

Dated: March 4, 2008

Respectfully Submitted,



*Attorneys for the Complainant*

Dennis J. Mondolino  
Christine A. Pepe  
McDermott Will & Emery LLP  
340 Madison Avenue  
New York, New York 10024  
Telephone: (212) 547-5823  
Facsimile: (212) 547 5444



## INDEX OF EXHIBITS

<b>EXHIBIT NUMBER</b>	<b>DESCRIPTION</b>
<u>Exhibit A</u>	Network Solutions, LLC's Whois Database Printout For The Domain Name <i>lh.com</i>
<u>Exhibit B</u>	Letter sent by Complainant's counsel to Respondent
<u>Exhibit C</u>	Letter sent to Complainant's counsel from Respondent's counsel.
<u>Exhibit D</u>	Moniker's Registration Agreement and Dispute Policies
<u>Exhibit E</u>	Publicly Available Information and Promotional and Corporate Information regarding Complainant Lufthansa
<u>Exhibit F</u>	IATA Designator Information
<u>Exhibit G</u>	Materials Evidencing Use in Commerce of mark LH
<u>Exhibit H</u>	Complainant's "LH2006" Campaign Materials
<u>Exhibit I</u>	German Trademark Registration Number 399 47 202, November 22, 1999 and Certified Translation
<u>Exhibit J</u>	Swiss Registration Mark Number 476792, October 31, 2000 and Certified Translation
<u>Exhibit K</u>	European OHIM Certificate of Registration Number 001472349, May 18, 2001
<u>Exhibit L</u>	Information regarding Respondent and Respondent's business
<u>Exhibit M</u>	Printout of Web Site from which Domain Name resolves promoting Respondent's OXiDE search engine and web site

# TAB A

NetworkSolutions.

Call us 1-800-333-7680

Shopping Cart

Welcome Christine Pepl | Logout | Help

### WHOIS Search Results

#### Your WHOIS Search Results

IMAGE NOT AVAILABLE

lh.com

Services from Network Solutions:

Certified Offer Service - Let us help you get this domain name!

Backorder - Try to get this name when it becomes available.

SSL Certificates - Get peace of mind with a secure certificate.

Enhanced Business Listing - Promote your business to millions of viewers for only \$1 a month!

#### Moniker/Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records. Moniker does not guarantee its accuracy. By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: LH.COM

#### Registrar (1680):

Future Media Architects, Inc.  
P.O. Box 71  
Road Town  
Tortola  
00000  
VG

#### Administrative Contact (1600):

com fma dm-admin@fma.net  
Future Media Architects, Inc.  
P.O. Box 71  
Road Town  
Tortola  
00000  
VG  
Phone: +1.7030586000  
Fax: +1.7037804738

#### Billing Contact (1690):

com fma dm-admin@fma.net  
Future Media Architects, Inc.  
P.O. Box 71  
Road Town  
Tortola  
00000  
VG  
Phone: +1.7036680000  
Fax: +1.7037804738



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TOP SECRET

think local

It's smart to ThinkLocal

Technical Contact (1699):  
 com dns dns-admin@fma.net  
 Futura Media Architects, Inc.  
 P.O. Box 71  
 Road Town  
 Tortola  
 00000  
 VG  
 Phone: +1.7038884000  
 Fax: +1.7037804738

Domain servers in listed order:

NS1.US.FMA.NET 72.32.55.82  
 NS2.US.FMA.NET 72.3.153.73

Record created on: 1995-01-31 00:00:00.0  
 Database last updated on: 2007-12-15 12:09:44.68  
 Domain Expires on: 2013-02-01 00:00:00.0

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

[Show underlying registry data for this record](#)

Current Registrar: MONIKER ONLINE SERVICES, INC.  
 IP Address: 72.32.76.195 (ARIN & RIPE IP search)  
 IP Location: US(UNITED STATES)-DELAWARE-WILMINGTON  
 Record Type: Domain Name  
 Server Type: indeterminate  
 Lock Status: clientDeleteProhibited  
 DMOZ: no listings  
 Y! Directory: see listings  
 Web Site Title: Welcome to WWW.LH.COM! Search Results Powered by OXIDE search ...medical results (TM)  
 Meta Description: WWW.LH.COM, Search the web and find what you are looking for with OXIDE Search! Live Life Through OXIDE!  
 Meta Keywords: WWW.LH.COM, USE OXIDE SEARCH POWER  
 Secure: No  
 E-commerce: No  
 Traffic Ranking: Not available  
 Data as of: 27-Nov-2008

Search >

SEARCH AGAIN

Enter a search term:

e.g. networksolutions.com

Search by:

- Domain Name
- NIC Handle
- IP Address

Search >

your domain name registration be included in a public database known as WHOIS. To learn about actions you can take to protect your WHOIS information visit [www.internic.net/whoisadvocate.htm](http://www.internic.net/whoisadvocate.htm).

**NOTICE AND TERMS OF USE:** You are not authorized to access or query our WHOIS database through the use of high-volume, automated, electronic processes or for the purpose or purposes of using the data in any manner that violates these terms of use. The Data in Network Solutions' WHOIS database is provided by Network Solutions for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. Network Solutions does not guarantee its accuracy. By submitting a WHOIS query, you agree to abide by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to Network Solutions (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of Network Solutions. You agree not to use high-volume, automated, electronic processes to access or query the WHOIS database. Network Solutions reserves all rights and remedies it now has or may have in the future, including, but not limited to, the right to terminate your access to the WHOIS database in its sole discretion, for any violation by you of these terms of use, including without limitation, for excessive querying of the WHOIS database or for failure to otherwise abide by these terms of use. Network Solutions reserves the right to modify these terms at any time.



PerformanceClicks™ from Network Solutions  
 Create and manage your pay per click advertising from as low as \$125/month plus \$89 one time set-up fee



Need to get your business online?  
 Our professional designers can build a custom Web site for your business.  
 \$11.95/month, plus a \$499.00

design fee



An outstanding online border experience  
J.D. Power and Associates



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## TAB B



Your reference	Our reference/Date	Telephone ext.
NYC CJU	13 December 2006	(516) 296-8579 Fax: (516) 296-8399

Future Media Architects, Inc.  
P.O. Box 71  
Road Town, Tortola  
British Virgin Islands  
99999

Re: Domain name [www.fh.com](http://www.fh.com)

Dear Sir/Madam:

It has been brought to my attention that Future Media Architects, Inc. ("FMA") is using a registered trademark of Deutsche Lufthansa Aktiengesellschaft ("Lufthansa").

Lufthansa is the owner of "LH" under German Trademark Registration Number 399 47 202; European OHIM Certificate of Registration Number 001472349; and Swiss Registration Mark Number 476792, along with numerous other registrations pertaining to the mark. Lufthansa uses this mark in Europe and throughout the world in conjunction with its aviation services. Lufthansa's registration has been in full effect since 1999.

It is clear that Future Media Architects, Inc.'s use of the mark is confusing to and may misdirect customers seeking Lufthansa's website to FMA's travel related website.

FMA's activities are unlawful and constitute unfair competition, intentional trademark infringement, trademark dilution and false designation of origin.

Lufthansa prefers to resolve this matter without taking legal action, but it is prepared to avail itself of any and all legal remedies to protect its rights and business.

I have tried contacting your company via email and telephone without success. Please call the undersigned at (516) 296-8579 if you are interested in reaching an amicable resolution in this matter.

Very truly yours,

  
Lawrence E. Mullins, Esq.

Lufthansa German Airways  
1640 Hempstead Turnpike  
East Meadow, NY 11054  
Telephone: 516 296-0200  
Telex: 516 296-8584

Member of



# TAB C



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WASHINGTON, DC 20005-1227

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SILICON VALLEY OFFICE

RIVER PARK VENTURE SUITE 400

333 W. SAN CARLOS STREET

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Kasey A. Smith  
Dr. David Walker  
Royal W. Koenig, Jr.

January 10, 2007

**By Facsimile 516-296-9399**  
**Confirmation via First Class Mail**  
Lawrence E. Mullins, Esq.  
Lufthansa German Airlines  
1640 Hempstead Ave.  
East Meadow, NY 11554-1096

Re: Future Media Architects, Inc.'s <lh.com> Domain Name  
Kenyon Reference No. 13358.999

Dear Mr. Mullins:

We are intellectual property counsel to Future Media Architects, Inc. ("FMA"), owners of the domain name <lh.com> (the "Domain Name"). Our client has forwarded your letter of December 13, 2006 to us for a response. After careful consideration of your letter, our client sees no reason to transfer the Domain Name to Lufthansa.

Your letter cites registrations for LH in Germany, Europe and Switzerland as well as unspecified "numerous other registrations pertaining to" LH. Our review of the German, CTM and Swiss registrations indicates that they were filed in 1999, 2000 and 2000 respectively while your letter states that "Lufthansa's registration has been in full effect since 1999." As you may know, FMA registered the Domain Name on January 31, 1995. Accordingly, FMA enjoys priority in the Domain Name. In addition, and contrary to your assertion that "Lufthansa uses this mark in Europe and throughout the world in conjunction with its aviation services," our in-depth investigation,

Lawrence E. Mullins, Esq.  
January 10, 2007  
Page 2

including a full review of Lufthansa's website, failed to unearth a single use of LH as a trademark by Lufthansa. Consequently, Lufthansa does not have any rights in LH enforceable against FMA.

In addition, as you know, when determining a question of trademark infringement, the ultimate issue the court must determine is whether a likelihood of consumer confusion exists. FMA uses the Domain Name in connection with a wide variety of goods and services ranging from credit reports to car rentals to engagement rings to health insurance. Consequently, and putting aside the fact that Lufthansa does not appear to be using LH as a trademark, there is quite simply no likelihood of confusion with the Domain Name.

We trust this alleviates your client's fears. Be advised, however, that any action taken by Lufthansa regarding the Domain Name, whether through the civil courts or an ICANN proceeding, will be strenuously resisted.

Very truly yours,

  
James E. Rosini

cc: Future Media Architects, Inc.  
Justin M. Kayai, Esq.

## TAB D



www.moniker.com

Toll-free: 1-800-688-6311  
Moniker Support Center

- HOME
  - REGISTER DOMAINS
  - TRANSFER DOMAINS
  - ORDER PRODUCTS
  - WEB HOSTING/EMAIL
  - BACKORDER DOMAINS
  - PROMOTE YOUR SITE
  - PARTNERS
- Domain Name Services
  - My Account
  - My Domains
  - Fund Account
  - Status Center
  - Shopping Cart
  - Help

## REGISTRATION AGREEMENT

For domain escrow terms, please click here  
For domain appraisal terms, please click here

### MONIKER REGISTRATION AGREEMENT (REGISTRAR SERVICES)

MONIKER ONLINE SERVICES, LLC / MONIKER IS AN ACCREDITED REGISTRAR WITH THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS ("ICANN") FOR VARIOUS GENERIC TOP-LEVEL DOMAIN NAMES INCLUDING .COM, .NET, .ORG, .INFO, AND .BIZ ("TLD'S").

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF ICANN'S UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY (THE "UDRP"), AS AMENDED FROM TIME TO TIME, WHICH IS HEREBY INCORPORATED AND MADE A PART OF THIS AGREEMENT BY REFERENCE FOR ALL TLD DOMAIN NAME REGISTRATIONS OR RENEWALS.

#### 1. INTRODUCTION

This AGREEMENT between Moniker Online Services, LLC Inc. (hereinafter referred to as "Moniker") and Account Holder (hereinafter referred to as "Client", "you" and "your")

WHEREAS Moniker provides the services including but not limited to Domain Name Registration Service, DNS Services, Domain Sales & Escrow Services, Domain Traffic Monitoring & Monetization Services, Web Hosting, Email Service, and File Upload Service (the "Services"); and

WHEREAS Client desires to subscribe to the Service(s) on the terms and conditions contained herein;

By selecting Moniker's service(s) you have agreed to establish an account with us for such services. When you use your account, or permit someone else to use your account to purchase or otherwise acquire access to additional Moniker service(s) or to modify, or cancel your Moniker service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at the location of our principal place of business in Pompano Beach, Florida.

#### 2. SECURITY

When you register a domain name with us through our e-mail, web, or wholesale application process, you are responsible for selecting and continuously managing your password and security settings to protect your domain name registration records (including your contact records and host records) from unauthorized changes.

Client is entirely responsible for maintaining confidentiality of the password and account security settings; all consequences of voluntary disclosure of password and account information; any and all activities that occur under Client's account.

#### 3. FEES, PAYMENT AND TERM OF SERVICE

As consideration for the services you have selected, you agree to pay Moniker the applicable service(s) fees set forth on our Web site at the time of your selection unless otherwise contracted. All fees are due immediately and are non-refundable, including the pre-funding of your account. Initial domain name registrations & services and domain name registrations & services that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, or be modified in any way, including modifications to request Moniker to affect the domain name record to provide domain name services. Domain name registrations & services in an unpaid status will be manually or automatically deleted at any time. Moniker may take all remedies available to collect fees owed including using your credit card/cards on file, funds in your account, or assume ownership of your domain names if they are in unpaid status. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration or change of ownership with us. We will attempt to provide you notice by email and/or phone call, to the listed account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided hereunder, Moniker is authorized, but not obligated, to automatically charge your credit card and renew the applicable service(s) on or before their renewal date using the credit card information you have provided to us, unless you have notified us (as provided herein) that you do not wish to participate in our automatic renewal process. You may "opt out" of our automatic renewal process in accordance with the instructions on our Web site and email forms. You are solely responsible for the credit card information you provide to Moniker and must promptly inform Moniker of any changes thereto (e.g., change of expiration date or account number, security code, or billing address). In addition, you are solely responsible for ensuring the services are renewed. Moniker shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

#### 4. ACCURATE INFORMATION

As further consideration for the Moniker service(s), you agree to:

Provide certain true, current, complete and accurate information about you as required by the application process; and maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account, legal matters, and our services. Our privacy statement, located on our Web site at <http://www.moniker.com/help/privacy.jsp> and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We may or may not post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to:

- a. the purposes for which such third party's personal data has been collected;
- b. the intended recipients or categories of recipients of the third party's personal data;
- c. which parts of the third party's data are obligatory and which parts, if any, are voluntary; and
- d. how the third party can access and, if necessary, rectify the data held about them.

You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such licensee upon request by any person who provides reasonable evidence of actionable harm. Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the domain name system, you hereby grant to Moniker the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name:

- a. the domain name(s) registered by you;
- b. your name and mail address;
- c. the name(s), mail address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s);
- d. the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s);
- e. the corresponding names of those nameservers;
- f. the original creation date of the registration; and
- g. the expiration date of the registration.

We, as are all accredited domain name registrars, are also required to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

**a. Disclosure and Use of Information**

You acknowledge and agree that, pursuant to Moniker.com's Privacy Policy (please click here to see Moniker.com's Privacy Policy), Moniker.com may make available information you provide or that we otherwise maintain, to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenas and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or apply the terms of this Agreement; and (v) to protect the rights, property, or safety of Moniker.com, our users, or others, whether during or after the term of your use of the Service.

You further acknowledge and agree that Moniker.com may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One of the ways that Moniker.com may make some or all of the information you provide available to the public or third parties is by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with Moniker.com. Please click here to refer to Moniker.com's bulk WHOIS data policies and click here if you would like your WHOIS information made available for bulk access. Moniker.com reserves the right to discontinue providing bulk WHOIS data access to third parties.

You hereby consent to any and all such disclosures and use of, guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any Services (including any updates to such information), whether during or after the term of your registration of a domain name or other Services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by Moniker.com.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Moniker.com will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. Moniker.com will have no liability to you or any third party to the extent such reasonable precautions are taken.

**b. Communications**

You acknowledge and agree that communications with Moniker.com are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of Moniker.com

## 5. MODIFICATIONS TO AGREEMENT

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

- a. revise the terms and conditions of this Agreement; and/or
- b. change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on Moniker Web sites, or upon notification to you by e-mail or mail.
- c. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar Business Affairs, 20 SW 27th Ave. Suite 201, Pompano Beach, Florida 33069. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees unless they are owed to us for any expired services that are in unpaid status. By continuing to use Moniker services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by:
  - d. any agent, representative or employee of any third party that you may use to apply for our services; or
  - e. on information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Moniker is authorized to alter or amend the terms and conditions of this Agreement.

## 6. GRACE PERIOD; IP ADDRESS CHANGES; RENEWAL AND TRANSFER OF EXPIRED DOMAIN NAMES ON YOUR BEHALF.

[Click here to review the Domain Deletion and Auto-Renew Policy](#)

You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction, or other temporary page that may include promotions and advertisements for, and links to, Moniker's Web site, Moniker product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines and/or advertisements, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew your domain name during any applicable grace period, you agree that unless you notify us to the contrary we may, in our sole discretion, renew and transfer the domain name to our control, or a third party on your behalf (such a transaction is hereinafter referred to as a "Post Term Renewal and Transfer"), and your failure to so notify us after the domain name expiration date shall constitute your consent to such a Post Term Renewal and Transfer. In the event we are able to identify such a third party and effectuate such a Post Term Renewal and Transfer, we may notify you via email after the transaction is completed. Additionally, in our discretion, you may be eligible to receive a portion of the Net Proceeds received by us as a result of a Post Term Transfer of your domain name. These Net Proceeds will be added to your account and are to be used for Moniker related services only. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by another party or our third party vendor as a result of a Post Term Renewal and Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Post Term Renewal and Transfer of the domain name. If we do pay you a portion of the Net Proceeds, they will be added to your Moniker account to be used for domain related services only. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our notification to you, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our notification. We cannot guarantee, and we make no representation or promise, that any Post Term Renewal and Transfer will occur with respect to your domain name or that we will pay you any Net Proceeds.

## 7. NEW CUSTOMERS THROUGH A BACKORDER SERVICE.

[Click here to review the Domain Deletion and Auto-Renew Policy](#)

If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Moniker at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date, (not the date in which you took control of the domain name) for the domain name immediately prior to your purchase, as the registration is the result of a Post Term Renewal and Transfer. If you are registering a domain name through a backorder service and the domain name was not registered with Moniker at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Moniker or another registrar by the provider of the backorder service.

## 8. MODIFICATIONS TO YOUR ACCOUNT

In order to change any of your account information with us, you must use your Account Number or User Name and the Password. Please safeguard your Account Number and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Number or Password.

## 9. DOMAIN NAME DISPUTE POLICY

If you reserved or registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. You also agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and that these may be modified from time to time. The current version of this dispute policy may be found at our Web site: <http://www.moniker.com/help/disputepolicies.jsp>. Please take the time to familiarize yourself with that policy.

## 10. DOMAIN NAME DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We may post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

## 11. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with another registrar, a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until we are directed to do so by the judicial or administrative body, or we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the court by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration and may move such domains into our disputed domain account at Moniker. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

## 12. AGENTS

You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, your agent incorrectly provides information in the application process or if your agent changes or otherwise modifies your domain name record incorrectly.

## 13. NOTICES AND ANNOUNCEMENTS

You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements please send us an email at support@moniker.com.

## 14. EXCLUSIVE REMEDY

You agree that our entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any Moniker service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Moniker and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Moniker services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:

loss or liability resulting from access delays or access interruptions;

loss or liability resulting from data non-delivery or data mis-delivery;

loss or liability resulting from acts of God;

loss or liability resulting from the unauthorized use or misuse of your Account Number, Password or security authentication option;

loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;

loss or liability relating to the deletion of or failure to store e-mail messages;

loss or liability resulting from the development or interruption of your Website;

loss or liability from your inability to use our dot com mail service;

loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agents failure to pay any fees, including the initial registration fee or re-registration fee; or

loss or liability as a result of the application of our dispute policy.

#### 15. INDEMNITY

You agree to release, indemnify, defend and hold Moniker, in our capacities as the registry and a registrar, and the applicable registry for any top-level domain in which you are applying for services hereunder, and any of our or their contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement the Moniker services provided hereunder, your domain name registration, or your use of the Moniker services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

You agree to defend, indemnify and hold harmless Moniker Online Services, LLC and Moniker Online Services, Inc., its affiliates and business partners, and any applicable domain name registry, including without limitation VeriSign, Inc., Afilias Limited, NeuLevel, Inc., NeuStar, Inc., SITA and Public Interest Registry, and their respective subsidiaries and affiliates, and the directors, officers, employees and agents, subcontractors and shareholders of each of them, from and against any and all claims, actions, losses, damages, expenses and costs, including reasonable attorneys' fees and expenses, arising out of or relating to (i) your domain name registration, (ii) any breach by you of this Agreement, including the Dispute Policy, or (iii) any third party claim, action, or demand related to your domain name or the use thereof. This indemnification obligation shall survive the termination or expiration of the registration agreement.

If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

#### 16. ADDITIONAL REGISTRY REQUIREMENTS

The following provisions apply to any domain names that you register through Moniker in the relevant registry(ies).

(.INFO) With respect to any registration of a .INFO second level domain name, you agree to the following terms:

You consent to the use, copying, distribution, publication, modification, and other processing of your Personal Data by Afilias, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant to its contract.

You agree to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification by Afilias in its discretion.

You agree to immediately correct and update the registration information for the .INFO registered domain name during registration term for such domain name; failure to correct this information shall constitute a breach of this Agreement.

You acknowledge that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a given domain name during these periods, and (b) the results of any dispute over a Sunrise Registration.

Moniker and Afilias, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that either shall deem necessary, in its discretion, to protect the integrity and stability of the .INFO registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Moniker and/or Afilias as well as their affiliates, subsidiaries, officers, directors and employees. Moniker and Afilias also reserve the right to lock a domain name during resolution of a dispute.

#### 17. BREACH

You agree that your failure to abide by any provision of this Agreement, any Moniker operating rule or policy, the dispute policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other Moniker service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

#### 18. NO GUARANTEE

You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.



## 19. REPRESENTATIONS AND WARRANTIES

You agree and warrant that:

the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other Moniker service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time;

to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party;

you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder;

you have selected the necessary security option(s) for your domain name registration record; and

you are of legal age to enter into this Agreement.

You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

## 20. DISCLAIMER OF WARRANTIES

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COM MAIL SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR DOT COM MAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR DOT COM MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 21. REVOCATION

You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other Moniker service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

## 22. RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register your chosen domain name or register you for other Moniker service(s), or to delete your domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your domain name or register you for other Moniker service(s), or we delete your domain name or other Moniker service(s) within five (5) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, the deletion your domain name or refusal to register you for other Moniker service(s).

## 23. SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

## 24. ENTIRETY

You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

## 25. TRANSFER AND ASSIGNMENT

You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: <http://www.moniker.com/help/dtc.jsp>, incorporated herein by reference. You understand that you may not transfer your domain to another Registrar until the 61st day after initial registration or transfer of the domain to Moniker, or change of ownership of the domain within the Moniker system. When requesting to transfer your domain to (or from) Moniker to (or from) another Registrar, Moniker must receive authorization by you in advance of such transfer request. This authorization can come in the form of an email from the account holder and/or registrant, or via authorized fax showing proof of ownership of the domain. When transferring a domain name to Moniker, your registration will be extended for one year, provided that in no event shall the total unexpired term of the registration exceed ten (10) years.

You agree to maintain accurate records appropriate to document and prove the initial domain name registration date, regardless

of the number of Registrars with which you entered into a contract for registration services.

Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

## 26. GOVERNING LAW

This Agreement is governed by and construed in accordance with the applicable laws of the State of Florida and the federal laws of the United States. For all matters arising from this Agreement or your use of Moniker's services, including, but not limited to, claims in which your use of our domain name registration services is challenged by a third party, Client and Moniker agree to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Southern District of Florida, Miami Division. If there is no jurisdiction in the United States District Court for the Southern District of Florida, Miami Division, for any disputes between us under or arising out of this Agreement or your use of Moniker's services, you and we agree that jurisdiction shall be in the courts of Miami-Dade County, Florida. **THE PARTIES HEREBY WAIVE ANY RIGHT TO JURY TRIAL WITH RESPECT TO ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT.** The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Moniker's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Moniker by writing;

Client and Moniker agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

## 27. LANDING PAGES & PARKING PAGES

All domain names registered through Moniker and/or DomainSystems that are pointed to a "Coming Soon," For Sale, Search, or special Idle Web page which informs visitors that the registrant has recently registered their domain name at Moniker and/or DomainSystems. These Web pages may be modified at any time by Moniker and/or DomainSystems without prior notice to you and may include such things as, without limitation (i) links to additional products and services offered by Moniker and/or DomainSystems, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface. You agree that DomainSystems and/or Moniker has the right to point names as set forth herein without compensation or remuneration to you. If for any reason you do not wish to have the domain name you have registered pointed to a Coming Soon, For Sale, Search, or special Idle Web page, please notify our Customer Support team at [support@moniker.com](mailto:support@moniker.com) and/or DomainSystems, or use Moniker and/or DomainSystems's Domain Manager utility to forward your domain to another location.

## 28. PROHIBITED CONDUCT

You agree that the following is a non-exclusive list of actions that are not permitted:

- the uploading, posting or otherwise transmitting of any content on our Web Site that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- the impersonation of any person or entity, including, but not limited to, a Moniker official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- the uploading, posting or other transmittal any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- "stalking" or otherwise harassing another;
- collecting or storing personal data about other users;
- promoting or providing instructional information about illegal activities, promoting physical harm against any group or individual, or promoting any act of cruelty to animals.

## 29. AGREEMENT TO BE BOUND

By applying for a Moniker service(s) through our online application process or by applying for and registering a domain name as part of our web or e-mail template application process or by using the service(s) provided by Moniker under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Moniker, at any time. These terms will continue to apply to all past use of the Service(s) by you, even if you are no longer using the Service(s). You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these terms. You agree that upon termination or discontinuance for any reason, Moniker may delete all information related to You on the Service and may bar Your access to and use of the Service.

**Registered Name Holder shall:**

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Moniker, being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

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Register Domain Names with Moniker Online Services, LLC



WHOIS

Toll-free: 1-800-680-6311  
Moniker Support Center

HOME REGISTER DOMAINS TRANSFER DOMAINS ORDER PRODUCTS WEB HOSTING/EMAIL BACKORDER DOMAINS PROMOTE YOUR SITE PARTNERS  
 Domain Name Services My Account My Domains Fund Account Status Center Shopping Cart Help

Help

## Dispute Policies

**1. Purpose.** This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/judg/udrp-rules-24oct99.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

**2. Your Representations.** By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

**3. Cancellations, Transfers, and Changes.** We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

## 4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at <http://www.icann.org/judg/approved-providers.htm> (each, a "Provider").

**a. Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
  - you have no rights or legitimate interests in respect of the domain name; and
  - your domain name has been registered and is being used in bad faith.
- (iv) For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

**b. Evidence of Registration and Use in Bad Faith.** For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

- circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

**c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint.** When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

- (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or
- (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
- (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

**d. Selection of Provider.** The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

**e. Initiation of Proceeding and Process and Appointment of Administrative Panel.** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

**f. Consolidation.** In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

**g. Fees.** All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

**h. Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

**i. Remedies.** The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

**j. Notification and Publication.** The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

**k. Availability of Court Proceedings.** The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

**l. All Other Disputes and Litigation.** All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

**m. Our Involvement in Disputes.** We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

**n. Maintaining the Status Quo.** We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

#### **o. Transfers During a Dispute.**

**a. Transfers of a Domain Name to a New Holder.** You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

**b. Changing Registrars.** You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the

location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

#### 9. Policy Modifications.

We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at [www.moniker.com/help/newpolicy.jsp](http://www.moniker.com/help/newpolicy.jsp) at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

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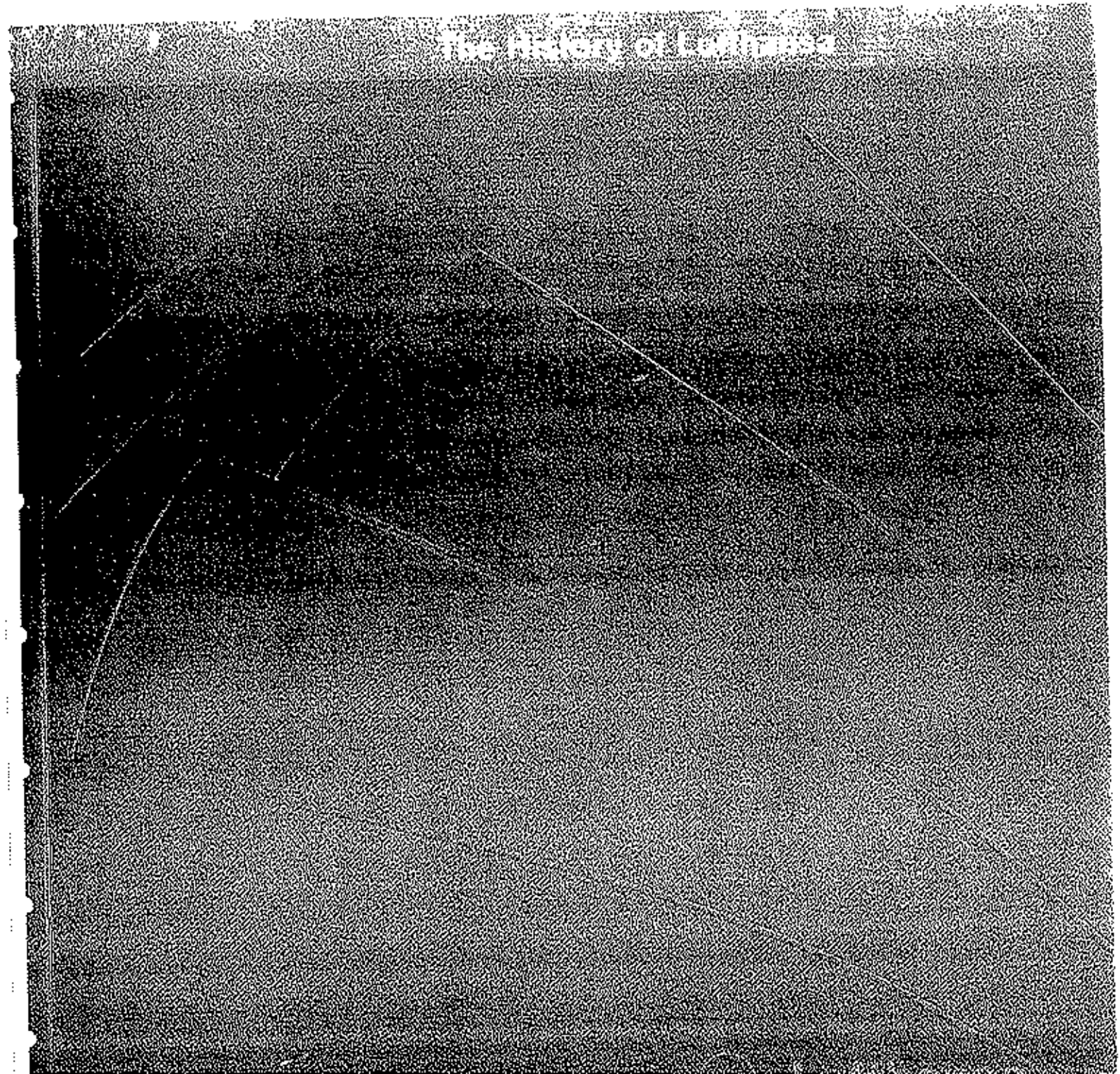
[About Us](#) | [Site Map](#) | [DomainNews](#) | [Contact Us](#) | [Privacy Policy](#) | [Terms & Conditions](#)

Register Domain Names with Moniker Online Services, LLC

# TAB E

# As Time Flies By

The History of Business

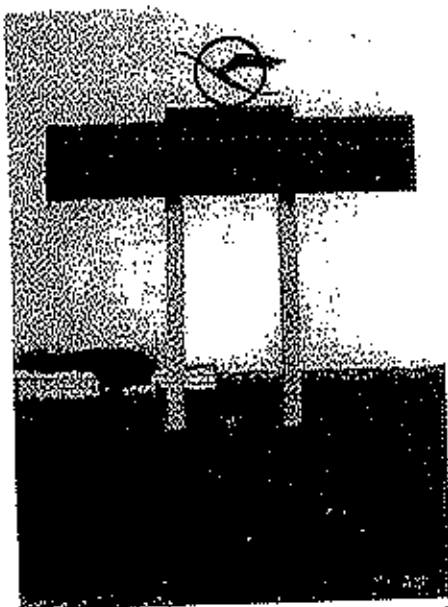




Einmalig was still in der Konstruktion  
in der Luft hilft am besten  
in Fokker-Grülich-Feld

ET AN





"Luft Hansa," written as two words until 1933 and then as one - Lufthansa was to become a byword in international air transport. The airline's name and its crane symbol soon stood for technical precision, safety in flying and comprehensive pilot training for flying in bad weather and low visibility. Supported by the German Reich, Lufthansa managed to create the first air links to the Far East and South America.

With Lufthansa, this unified company promising to make flying more profitable and efficient, the often adventurous era of postwar aviation drew to a close. Now, the new carrier represented the search for feasible forms of air transport, which first had to win its place in the market against competition from a dense railway network, operating day and night.

But above all, public skepticism - or even fear - had to be overcome and trust needed to be built. This led Lufthansa to offer tips like this one to its passengers: "After your flight, do not try to play the role of the hero before your friends and neighbors. Courage has not been a necessary part of air travel for some time now. But you can do air transport a service by enlightening those who are a bit behind the times and still consider a trip by air to be a dangerous, sensational event."

#### First and foremost: Safety


As the new company's organization was streamlined and its outdated fleet gradually modernized, communications instruments were improved and reliable air navigation services were set up by the authorities. Safety was now the number one priority - which had not been the case in military flight operations, from where most pilots came. In the beginning, flying nearly came to a complete halt during the winter months. It took a number of years before civil aviation made its first tentative steps into the harsher season, with its adverse conditions such as fog and snow. At one point, there were even aircraft equipped with skis instead of wheels.

A pioneering era: The first night-operated routes placed the highest demands on flight crews, as aircraft equipment remained within almost primitive limits - merely illuminating cockpit instruments was a problem. Along these routes - from Berlin to Hanover and to Königsberg - floodlights had been installed and sites for emergency landings had been prepared at regular intervals. As the operation of night flights expanded, the carriage of mail increased, giving Lufthansa an important competitive edge over the railways. In the wake of Lufthansa's successful night mail services, the European postal administrations agreed to an international network of night flights.

# Lufthansa

From Wikipedia, the free encyclopedia

Deutsche Lufthansa AG (SIX: DE000322125

Lufthansa	
	
<b>IATA LE</b>	<b>ICAO DLH</b>
1916 (as Deutsche Luft Hansa -Luftverkehrs-Gesellschaft), reformed 1954	
<b>Boots</b>	<ul style="list-style-type: none"> <li>Frankfurt International Airport</li> <li>Munich Airport</li> </ul>
<b>Fleet cities</b>	<ul style="list-style-type: none"> <li>Düsseldorf International Airport</li> <li>Hamburg Finkenflügel Airport</li> </ul>
<b>Frequent flyer program</b>	Miles & More
<b>Member airline</b>	IAGG / Star Alliance Star Alliance
<b>Fleet size</b>	319 (+ 145 orders + 20 options) Lufthansa AG including subsidiaries SAS
<b>Destinations</b>	153
<b>Company slogan</b>	There's no better way to fly.
<b>Headquarters</b>	Cologne, Germany
<b>Key people</b>	Jürgen Weber (Head of Supervisory Board and former CEO), Wolfgang Meyerhuber (CEO), Stefan Lauer (CFO), Stephan Gruber (CEO)
	<a href="http://www.lufthansa.de">Website: http://www.lufthansa.de</a>

([http://deutsche-boerse.com/dbs/dsp/action/view/glob\\_navigation/investor\\_relations/20](http://deutsche-boerse.com/dbs/dsp/action/view/glob_navigation/investor_relations/20)). The *Share10* Price:mode=INOVERVIEW\_EQUITY?symbol=DE000322125&falsify=yes&Equity=DE000322125&selected=overview&highlight=DE000322125&selected=overview&highlight=DE000322125 (pre-recorded [d]in[a] Lufthansa) is the second largest airline in Europe (after Air France - KLM). The name of the company is derived from *Luf* (the German word for "air"), and *Hansa* (after Hanseatic League, the powerful medieval trading group).

The airline is the German flag carrier and the world's sixth largest airline in terms of overall passengers carried, operating services to 200 destinations in 100 countries. Together with its partners Lufthansa services over 410 destinations.<sup>[U]</sup> It has the second-largest passenger airline fleet in the world, when combined with Lufthansa CityLine, Air Dolomiti, Eurowings, Germanwings, Augsburg Airways, Contour Air, and SWISS, operating 529 aircraft.

Lufthansa is based in Cologne. Its main base and primary traffic hub is at Frankfurt International Airport in Frankfurt am Main with a second hub at Munich International Airport.<sup>[U]</sup>

Lufthansa is a founding member of Star Alliance, the largest airline alliance. Star Alliance was formed in 1997 together with Thai Airways, United Airlines, Air Canada and Scandinavian Airlines Systems. Star Alliance has now 17 member airlines and 3 regional members. The Lufthansa Group operates more than 400 aircraft and employs nearly 100,000 people worldwide. In 2007, 56.4 million passengers flew with Lufthansa.

## Contents

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- 3 History of the brand
- 4 Destinations
- 5 Fleet
  - 5.1 Lufthansa Cityline
  - 5.2 Lufthansa Cargo
- 6 Livery
- 7 Accidents and incidents
- 8 See also
- 9 References
- 10 External links

## History

The company was founded on 6 January 1926 in Berlin, following a merger between "Deutsche Aero Lloyd" (DAL) and the Luft Hansa Aktiengesellschaft. Lufthansa in its name has been used since 1933. As seen in the documentary, *Triumph of the Wolf*, Lufthansa was always the favorite air carrier of Adolf Hitler and, later, was the official airline of the Nazi party (NSDAP). On December 9, 1927, Deutsche Luft Hansa, on behalf of the German government, established an agreement with the Spanish government authorizing an air service between the two countries. This included a capital investment to establish an air company that would eventually become Iberia.

In the years prior to World War II, the company pioneered routes to the Far East and across the North Atlantic and the South Atlantic, using a large fleet of seaplane bombers, Junkers, Heinkel, Focke-Wulf and other German-designed aircraft. After the outbreak of war in 1939, Lufthansa was only able to maintain service to neutral countries. Early in the war, along with the Italian Transatlantic Airline (*Linea Aerea Transatlantica Italiana*, or LATI), the company competed vigorously in South America. However, all service was suspended by Lufthansa following Germany's defeat in 1945.

Lufthansa was recreated on 6 January 1953 as Aktiengesellschaft für Luftverkehrsbedarf (Luftag) and was renamed Deutsche Lufthansa Aktiengesellschaft on August 6, 1954. The "new" Lufthansa of 1953 is not the legal successor of the Lufthansa founded in 1926 and which existed during and before World War II. On 1 April 1955 Lufthansa resumed scheduled service within Germany. International operations started on 15 May 1955, with flights to Paris in Europe, followed by service to New York on 8 June using Lockheed Constellations. South Atlantic routes were resumed in August 1956.

East Germany attempted to establish its own airline in the 1950s using the Lufthansa name, but this resulted in a dispute with West Germany, where the airline was already operating. East Germany renamed its national airline to Interflug, which ceased operations in 1991. Lufthansa was banned from flying into West Berlin until the demise of the communist regime.

In 1958, Lufthansa placed an order for four Boeing 707s, used to start jet services from Frankfurt to New York in March of 1960. Boeing 707s later bought to back up the 707 fleet. In February of 1961, Far East routes were extended beyond Bangkok, Thailand to Hong Kong and Tokyo. The cities of Lagos, Nigeria and Johannesburg, South Africa were added in 1962.

Lufthansa introduced the Boeing 727 into service in 1964 and in May of that same year they began the Polar route from Frankfurt to Tokyo. In February of 1965, the company placed an order for twenty-one Boeing 737 medium-sized jets, which were introduced into service in 1968.

Lufthansa was the first customer to purchase and also bought the largest number of Boeing 737 aircraft, and was one of only four buyers of the new 737-100s (the others were NASA, Malaysia-Singapore Airlines and Avianca - while the NASA aircraft was eventually the first constructed, it was the last delivered and originally intended for delivery to Lufthansa). In doing so, Lufthansa became the first foreign launch customer for a Boeing commercial plane.

The beginning of the wide-body era for Lufthansa was marked with the inaugural Boeing 747 flight on April 26, 1970. In 1971 Lufthansa began service to South America. In 1979, Lufthansa and Swissair launched customers for the advanced new Airbus A310, with an order for twenty-five aircraft.

The company's major fleet renovation and modernization programme for the 1980s began on June 29, 1985 with an order for fifteen Airbus A320s and seven Airbus A320X and seven Airbus A320X-600s. Ten Boeing 737-300s were ordered a few days later. All of the aircraft were delivered between 1987 and 1992. Lufthansa also bought Airbus A321, Airbus A340 and the Boeing 747-400.

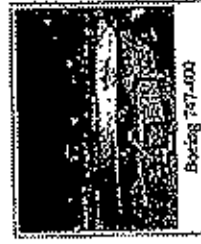
Lufthansa adopted a new corporate identity in 1988. The fleet was given a new livery while cabins, city offices and airport lounges were redesigned.

On 28 October 1990, 25 days after reunification, Berlin became a Lufthansa destination again. On 18 May 1997 Lufthansa, Air Canada, Scandinavian Airlines, Thai Airways and United Airlines formed the Star Alliance, the world's first multilateral airline alliance.

In 2000 Air One became partner airline of Lufthansa and nearly all Air One flights are code-shared with Lufthansa. In June 2003, Lufthansa opened Terminal 2 at Munich's Franz Josef Strauß International Airport to relieve its main hub, Frankfurt, which was suffering from capacity constraints. It is one of the first terminals in Europe partially owned by an airline.

On 17 May 2004, Lufthansa became the launch customer for the Connection by Boeing in-flight online connectivity service.

On 22 March 2005 SWISS merged with Lufthansa Airlines. The merger included the provision that the majority shareholders (the Swiss government and large Swiss companies) be offered payment



if Lufthansa's share price outperforms an airline index during the years following the merger. The two companies will continue to be run separately.

On 6 December 2006, Lufthansa placed an order for 20 Boeing 747-8 airliners, becoming the launch customer of the type.

Lufthansa is owned by private investors (56.52%), MGL Gesellschaft für Luftverkehrswege (10.05%), Deutsche Postbank (9.49%) and Deutsche Bank (9.49%) and has 37,842 employees (as March 2007).<sup>[1]</sup>

In August 2007, Lufthansa signed a partnership with Kazakhstan flag carrier Air Astana to expand the flight offering for customers of both companies. On December 14, 2007, Lufthansa announced that it would buy 19% of the American carrier JetBlue.<sup>[4]</sup>

## Subsidiaries

In addition to its main operation, Lufthansa has subsidiaries. The most important are:

- SunExpress, Airline based in Antalya, Turkey; 50% owned by Lufthansa (50% Turkish Airlines)
- Swiss International Air Lines, an airline based in Zurich, Switzerland owned by Lufthansa
- Lufthansa Cargo, flight logistics company
- Lufthansa Technik, aircraft maintenance providers
- Lufthansa Systems, largest European aviation IT provider
- Lufthansa Regional, a brand operated by an alliance of several small regional airlines, including Lufthansa CityLine
- Lufthansa CityLine, a regional carrier, wholly owned by Lufthansa
- Air Dolomiti, an airline based in Trieste, Italy
- Delveng, an insurance company specializing in air transport
- LSG Sky Chefs, the world's largest airline caterer, which accounts for one third of the world's airline meals
- Lufthansa Flight Training, a provider of flight crew training services to various airlines and the main training arm for the Airline's own pilots
- Conder, a charter carrier, of which Lufthansa holds 24.5%
- Lufthansa holds 13% of Luxair.
- 49% of Eurowinges, but full control, a regional carrier wholly owning Germanwings low-cost subsidiary operating short-haul point-to-point flights from a number of bases in Germany
- 30%, minus 1 share, of BMI, a UK airline
- Lufthansa has 19% of stake in JetBlue.<sup>[5]</sup>
- Lufthansa Commercial Holding, containing over 400 service and finance companies of which Lufthansa holds shares

## History of the brand

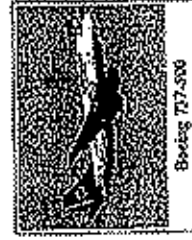
The Lufthansa logo, an ennobled crane in flight, was created in 1918. It was part of the inventory of the first German airline, Deutsche Luftreederei GmbH (DLR), which began its services on 5 February 1919. The stylised crane was designed by Professor Otto Firle. In 1926 Lufthansa adopted this symbol from Aero Lloyd AG, which merged with DLR in 1923. The original creator of the name Lufthansa is believed to be F. A. Fieber von Petruszyn. In 1925 he published a book entitled "Lufthansa" which examined the options open to aviation policymakers at the time. Lufthansa was the name given to the new airline which resulted from the merger of Junkers Luftverkehr AG and Deutscher Aero Lloyd.<sup>[6]</sup>

## Destinations

*Further information: Lufthansa destinations*

## Fleet

Lufthansa operates the following aircraft as of October 2007:<sup>[6]</sup>





Airbus A350



CRJ-200 of Lufthansa Regional

Lufthansa Fleet				Notes
Aircraft	Total	Passengers (Economy/Executive/First Class)	Routes	Notes
Airbus A300-600R	14	217*		
Airbus A319-100	19 (23 orders)	132*		
Airbus A320-200	36 (25 orders)	156*		
Airbus A321-100/100	27 (16 orders)	190*		
Airbus A330-300	10 (5 orders)	221 (848/165)		
Airbus A340-300	28	268 (44/22)		
Airbus A350-900	17 (7 orders)	315 (66/279)		Entry into service: 2009
Airbus A380-800	1 (10 orders)	559 (84/434/7)		Operated by Cityline
Airbus A320neo	18	93*		
Boeing 737-900	33	127*		
Boeing 737-800	30	111*		
Boeing 747-400	30 (28 orders)	339 (16/20/234)		Launch customer
Boeing 747-8	2 (28 orders)	539 (16/64/310)		Entry into service: 2010
Bombardier CRJ-100/200	26	50*		Operated by Cityline
Bombardier CRJ-700	20	70*		Operated by Cityline
Bombardier CRJ-900	12 (15 orders)	84*		Operated by Cityline
Embraer 175	30 (30 orders)			Entry into service: 2008

\*First Class is offered aboard some international flights.

\*Short-haul aircraft have Business Class seating amounts by demand.

As of November 2007, the average age of the Lufthansa fleet (Cityline and Cargo included) was 8.4 years.

In winter 2007, Lufthansa has begun fitting on-demand flight entertainment in all economy class seats of its long-haul aircraft (7).

### Lufthansa Cityline

The fleet of Lufthansa Cityline consists of:

- Airb A350: 13
- Bombardier CRJ200: 26
- Bombardier CRJ700: 20
- Bombardier CRJ900: 12 (15 on order)
- Embraer 175: (30 on order)

### Lufthansa Cargo

The fleet of Lufthansa Cargo consists of:

- McDonnell Douglas MD-11F: 14
- McDonnell Douglas MD-11SF: 5

The Lufthansa group holds the second biggest fleet of aircraft in the world and is the largest non-American aircraft operator.

## Livery

Lufthansa's livery is a Eurowhite scheme, composed of primarily white with blue and yellow-orange accents. A bare metal livery was proposed during the 1960s, also a yellow tail-finch-engines with silver ribs in the late 1980s (only one 737 and one A310 ever carried this livery).

## Accidents and incidents

*This list is incomplete; you can help by expanding it (<http://en.wikipedia.org/w/index.php?title=Lufthansa&action=edit>).*

- Hull-less Accidents: 61 with a total of 282 fatalities<sup>[8]</sup>
  - 11 January 1959 - a Lockheed L-1049G Super Constellation enroute from Hamburg, Germany crashed into the beach in Rio de Janeiro, Brazil while descending in heavy rain. 36 people died, 3 survived.
  - 28 January 1966 - Lufthansa Flight 005, a Convair CV 440 crashed on landing after an approach in bad weather and low visibility in Bremen, Germany. All 46 passengers and crew on board lost their lives.
  - 20 November 1974 - Lufthansa Flight 540, a Boeing 747-130 crashed shortly after take-off at Heathrow, 59 of 157 on board lost their lives. It was the first crash of a Boeing 747.
  - 26 July 1979 - Lufthansa Cargo Flight 527, a Boeing 707-320C crashed after take-off in Rio de Janeiro, Brazil, killing 3 crew members.
  - 14 September 1993 - Flight 2904, an Airbus A320 coming from Frankfurt am Main with 70 people, crashed into an earth wall at the end of the runway. The captain and a passenger died. (1) (<http://www.rvg.uni-bielefeld.de/publikationen/factsheets/DOCS/ComStarRey/Watson/watson-report.html>)
  - 7 July 1999 - Lufthansa Cargo India Flight 3533, a Boeing 727-200F, crashed after take-off in Kathmandu, killing 5 crew members.
- Hijackings
  - 13 October 1977 - Lufthansa Flight 181, a Boeing 737, was hijacked and the captain murdered, but all other crew members and all the passengers were freed safely when a German counter-terrorist force (GSG 9) stormed the aircraft in Mogadishu, Somalia.
  - 13 February 1993 - A Lufthansa flight from Frankfurt to Cairo was hijacked by a 26-year old Ethiopian man who directed it to the United States hijacker, who was allegedly seeking political asylum, surrendered to authorities upon arrival at John F. Kennedy International Airport in New York City
- Other occurrences
  - 25 March 2007 - Lufthansa Flight 584, (5K3585/JA8910) enroute Frankfurt - Cairo made an emergency landing in Bergamo, Serbia due to smoke coming from one of the onboard cabin systems. 212 passengers and 11 crew were onboard the Airbus A370-600 aircraft with only one passenger needing to be treated for smoke inhalation and breathing difficulties.

## See also

- Air Dolomiti
- Augsburg Airways
- Condair Air
- Eurowings
- Lufthansa Cargo
- Lufthansa CityLine
- Interflug
- Lufthansa Helix
- SWISS
- Swissair
- Crossair
- History of Iberia Airlines
- Air Berlin
- SunExpress

## References

- ↑ *ad b c* - *Disaster: World Airlines*. *Flight International*, 2007-01-03, p. 197.
- ↑ *ad b* - Lufthansa GmbH (http://www.lufthansa.com/en/haefueber\_20070103/index.html)
- ↑ *ad c* (13 January 1941) "Swiss Core Rules", *Time Magazine*. Retrieved on 2007-09-14.
- ↑ "Lufthansa and Air Accidents in color a partnership" ([http://www.lufthansa-factsheets.de/en/accidents/1021214\\_10/index.html](http://www.lufthansa-factsheets.de/en/accidents/1021214_10/index.html))
- ↑ <http://www.rvg.uni-bielefeld.de/publikationen/factsheets/DOCS/ComStarRey/Watson/watson-report.html>
- ↑ "Lufthansa Flight ([http://www.lufthansa-factsheets.de/en/accidents/1011442\\_10/index.html](http://www.lufthansa-factsheets.de/en/accidents/1011442_10/index.html))". Lufthansa (1 December 2006).

1. <sup>a</sup> Lufthansa to roll-out seat-back IFE in economy (<http://www.lufthansa.com/actualidad/2007/08/1471692/actualidad-co-rol-coz-zar-bask-ife-in-economy.html>) • Flight Global, 15/08/07
2. <sup>a</sup> JACDEC's AirDEC's Airline Safety Statistics (<http://www.jacdec.org/airline-safety-statistics.html>). JACDEC (May 17, 2007).

## External links

- Lufthansa (<http://www.lufthansa.com>)
- Lufthansa USA (<http://www.lufthansa-usa.com>)
- Lufthansa Fleet (<http://www.sifflora.aerflora.com/Lufthansa.htm>)

Retrieved from "http://en.wikipedia.org/wiki/Lufthansa"

Categories: Companies listed on the Frankfurt Stock Exchange | Transportes Aéreos Alemanes | Airlines of Germany | Lufthansa Airlines established in 1954 | German brands

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## TAB F



## Airline Members

Search for Airline

Search result for : IATA Designator - li

Airline Name	IATA Designator	3-Digit Code	ICAO Designator	Country
<u>Lufthansa</u> Von-Gablenz-Strasse 2-6 Cologne, North Rhine-Westphalia Germany D-50864 <a href="http://www.lufthansa.com/">http://www.lufthansa.com/</a>	LH	220	DLH	Germany
<u>Lufthansa Cargo</u>	LH	020	GEC	Germany

IATA Designator : \* Controlled duplicate



## History - part 1

[Introduction](#)

[Early Days](#)

[Growth and Development](#)

[A Two Tier IATA](#)

[From a New Trade Association to a New Strategic Thrust](#)

[Ensuring the viability of air transport for the new century and millennium](#)

IATA - The International Air Transport Association - was founded in Havana, Cuba, in April 1945. It is the prime vehicle for inter-airline cooperation in promoting safe, reliable, secure and economical air services - for the benefit of the world's consumers. The international scheduled air transport industry is now more than 100 times larger than it was in 1945. Few industries can match the dynamism of that growth, which would have been much less spectacular without the standards, practices and procedures developed within IATA.

At its founding, IATA had 57 members from 31 nations, mostly in Europe and North America. Today it has some 240 members from 126 nations in every part of the globe.

The modern IATA is the successor to the International Air Traffic Association founded in the Hague in 1919 - the year of the world's first international scheduled services.

Next: [Early Days](#)



## IATA at the Air Transport Industry's side

Air transport is one of the most dynamic industries in the world. The International Air Transport Association (IATA) is its global trade organisation.

Over 60 years, IATA has developed the commercial standards that built a global industry. Today, IATA's mission is to represent, lead and serve the airline industry. Its members comprise some 240 airlines - the world's leading passenger and cargo airlines among them - representing 94 percent of scheduled international air traffic.

### Representing...

IATA seeks to improve understanding of the industry among decision makers and increase awareness of the benefits that aviation brings to national and global economies. It fights for the interests of airlines across the globe, challenging unreasonable rules and charges, holding regulators and governments to account, and striving for sensible regulation.

### Leading...

IATA's aim is to help airlines help themselves by simplifying processes and increasing passenger convenience while reducing costs and improving efficiency. The groundbreaking Simplifying the Business initiative is crucial in this area. Moreover, safety is IATA's number one priority, and IATA's goal is to continually improve safety standards, notably through IATA's Operational Safety Audit (IOSA). Another main concern is to minimise the impact of air transport on environment.

### Serving...

IATA ensures that people and goods can move around the global airline network as easily as if they were on a single airline in a single country. In addition, it provides essential professional support to all industry stakeholders with a wide range of products and expert services, such as publications, training and consulting. IATA's financial systems also help carriers and the travel industry maximise revenues.

### ... For the benefit for all parties involved:

For consumers, IATA simplifies the travel and shipping processes, while keeping costs down. Passengers can make one telephone call to reserve a ticket, pay in one currency and then use the ticket on several airlines in several countries.

IATA allows airlines to operate safely, securely, efficiently and economically under clearly defined rules.

IATA serves as an intermediary between airlines and passenger as well as cargo agents via neutrally applied agency service standards and centralised financial systems.

A large network of industry suppliers and service providers gathered by IATA provides solid expertise to airlines in a variety of industry solutions.

For governments, IATA seeks to ensure they are well informed about the complexities of the aviation industry to ensure better, long-term decisions.



## IATA's Industry Priorities for 2008

### Safety

Implement IATA Safety Audit for Ground Operations (ISAGO), conducting at least 60 station audits and 8 headquarters audits

Develop plan to address future airline training and qualification requirements

### Environment

Achieve a reduction of at least 6 million tonnes of CO<sub>2</sub> from operations and infrastructure

Implement a strategy to reach carbon neutral growth

Develop standards and guidelines for an industry carbon offset programme and pilot it with at least 6 airlines in four different regions

### Simplifying the Business

Achieve 100% E-Ticketing penetration in IATA Billing and Settlement Plan (BSP) on 1 June 2008 and implement a programme to eliminate remaining paper documents by developing an electronic multi-purpose document (EMD)

Ensure 130 airports offer Common Use Self-Service (CUSS) facilities by end 2008 and that 200 airlines are Bar Coded

Boarding Pass (CBP)-enabled

Implement e-freight pilots at 8 additional locations (14 total) by end 2008

Conduct 2 pilots in each area of Fast Travel

Launch the Baggage management Improvement Programme (BIP) at 6 airports

### Financial

Achieve savings/cost avoidance of \$1.5 billion in industry taxes, charges and fuel fees, including at least \$800 million in real cost reduction

Launch four new initiatives to reduce airline costs and improve service.



# International Civil Aviation Organization

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## STRATEGIC OBJECTIVES OF ICAO

### KEY ACTIVITIES

#### ◊ Current

The International Civil Aviation Organization, a UN Specialized Agency, is the global forum for civil aviation.

ICAO works to achieve its vision of safe, secure and sustainable development of civil aviation through cooperation amongst its member States.

To implement this vision, the Organization has established the following Strategic Objectives for the period 2005-2010:

- A. Safety - Enhance global civil aviation safety
- B. Security - Enhance global civil aviation security
- C. Environmental Protection - Minimize the adverse effect of global civil aviation on the environment
- D. Efficiency - Enhance the efficiency of aviation operations
- E. Continuity - Maintain the continuity of aviation operations
- F. Rule of Law - Strengthen law governing international civil aviation

Strategic Objectives  
 Flight Safety  
 Information Exchange (FSIX)  
 Aviation Safety  
 Aviation Security  
 Environment  
 Safety and Security  
 Audits

Title	Language
Strategic Objectives of ICAO for 2005-2010	en, fr, es, ru, ar, zh

#### ◊ Previous

Title	Language
Strategy - Guiding International Civil Aviation into the 21st century (1997)	en, fr, es, ru, ar, zh
Strategic Objectives	en, fr, es, ru, ar, zh

en - English   fr - Français   es - Español   ru - Русский   ar - العربية   zh - 中文