

# REGISTRATION AGREEMENT

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of domain name registration and related services ("Services"). In this Agreement "you" and "your" refer to you and the registrant listed in the WHOIS contact information for the domain name. "We", "us" and "our" refer to the registrars listed at [this link](#), any one of which will be the registrar for your domain name and all of which share common ownership, common terms and conditions, and a shared Services infrastructure. To determine which registrar your domain name is registered with, perform a WHOIS lookup at <http://www.geektools.com/whois.php>. You obtain the Services first through a Primary Service Provider, with whom we have a wholesale relationship. Your relationship with your Primary Service Provider may be governed by additional terms, as you and your Primary Service Provider may agree. "We," "us" and "our" does not include your Primary Service Provider, except when specifically mentioned or unless your Primary Service Provider is one of us (i.e. unless your Primary Service Provider is one of the registrars listed at [this link](#)).

**YOU AGREE TO THIS AGREEMENT:** By using the Service(s), you agree to all terms and conditions of this Agreement, the UDRP (define below) and the rules, policies, or agreements published in association with specific of the Service(s) and/or which may be enforced by ICANN, the registries, and governments.

**PASSAGE OF TIME:** This Agreement will change over time. If you no longer agree with the terms of this Agreement, you agree that your exclusive remedy is to transfer your domain name to another registrar or request of us that we cancel your domain name registration. If you continue to use the Services following a change in this Agreement and/or the Services, your continued use of the Services indicates your consent to the changes. Any such revision or change will be binding and effective within 30 days of when the revised Agreement or change to the Service(s) is posted, or immediately after viewing the revised Agreement or immediately on notification to you by e-mail or United States mail. You agree to review this Agreement periodically to make yourself aware of any such revisions.

**YOUR ACCOUNT:** You must create an account to use the Services. Your account is typically going to be managed and/or provided by your Primary Service Provider. You are responsible for maintaining and updating all login IDs, passwords, and for all access to and use of your account by you or any third party.

**SERVICE(S) PROVIDED AT WILL AND TERMINATION OF SERVICE(S):** We and your Primary Service Provider may reject your domain name registration application or elect to discontinue providing Service(s) to you for any reason within 30 days of a Service initiation or a Service renewal. Outside of this period, we and your Primary Service Provider may terminate or suspend the Service(s) at any time for cause, which, without limitation, includes registration of prohibited domain name(s), abuse of the Services, payment irregularities, serious allegations of illegal conduct, or if your use of the Services involves us in a violation of any Internet Service Provider's ("ISP's") acceptable use policies, including the transmission of unsolicited bulk email. If we have grounds to terminate or suspend Service(s) to one domain name or in relation to other Service(s) provided through your account, we may terminate or suspend all Service(s) provided through your account, including Service(s) to other domain names. No fee refund will be made when there is a suspension or termination of Service(s) for cause. At any time and for any reason, we may terminate the Services upon 30 day notice, which notice will be considered received by you five days after it is transmitted via mail or email to the WHOIS contact information provided in association with your domain name registration. Following notice of termination other than for cause, you must transfer your domain name or risk that we may delete your domain name or suspend or modify Services to it. If we terminate Services for a reason other than cause, we will attempt to refund your fees. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar or registry administrator procedures approved by an ICANN-adopted policy, to correct mistakes by us, another registrar or the registry administrator in administering the domain name or for the resolution of disputes concerning the domain name.

**OUR SERVICES:** We are accredited registrars with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names ("TLDs") (such as .com, .net, .org, .de, co.uk, etc.). ICANN oversees registrations and other aspects of the TLDs. Domain name registrations are not effective until the registry administrator puts them into effect. For a list of registry administrators and for more information on TLDs, see HYPERLINK <http://www.icann.org/tlds/>. Domain name registrations are only for limited terms, terms which end on the expiration date. For domain names which are created as a new registration out of the available namespace, the term begins on the date the domain name registration is acknowledged by the applicable registry; for domain names registrations which were not returned to the available namespace, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry. You agree that we and your Primary Service Provider are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to your application and receipt of, failure to receive, or revocation of a domain name registration.

**YOU WARRANT THAT YOUR USE OF OUR SERVICES IS NOT GOING TO SUBJECT US TO ANY CLAIM(S).** You further

agree to indemnify, defend and hold harmless us, your Primary Service Provider, and applicable registry administrator(s) (including Verisign Inc., Neulevel, Inc., Public Interest Registry, Afiliias Limited, and other registry operators listed at <http://www.icann.org/registries/listing.html>) and all such parties' directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

**NOT INCLUDED IN THE SERVICES:** Without limitation, the following are not included in the Services: We cannot and do not check to see whether the domain name(s) you select, or the use you make of the domain name(s), or other of the Service(s), infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use infringes legal rights of others. We might be ordered by a court to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you. We will comply with court orders unless you contact us to contest the order.

**IF LAWSUIT(S) ARE THREATENED:** If we are sued or threatened with lawsuit in connection with Service(s) provided to your account, we may turn to you to indemnify us and to hold us harmless from the claims and expenses (including attorney's fees and court costs). Under such circumstances, you agree that you will, upon demand, obtain a performance bond with a reputable bonding company or, if you are unable to obtain a performance bond, that you will deposit money with us to pay for our reasonably anticipated expenses in relation to the matter for the coming year. Such deposit will be drawn down as expenses are incurred, with all account notices sent to the WHOIS contact information provided in association with your domain names and/or account. We shall not be obliged to extend you any credit in relation to such expenses and we may terminate the Services for a failure to make or renew such a deposit. We will return any unused deposit upon the later of one year from deposit or the conclusion of the matter.

**DISPUTE RESOLUTION POLICY:** You agree to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), information regarding which is available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm>. You agree that the UDRP may be changed by ICANN (or ICANN's successor) at any time. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by the third party. You also 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 of the UDRP. You also understand that it is important for you to regularly monitor email sent to the email address associated with your account and domain names because, among other reasons, if a dispute arises regarding Services provided to you, you may lose your rights to receive the Services if you do not respond expeditiously to an email sent in conjunction therewith.

**FEES:** As consideration for the Service(s), renewal of the Service(s), and, if you select it, automatic renewal of the Service(s), you agree to pay, prior to the effectiveness of the desired Service(s), the applicable Service(s) fees. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term, unless this Agreement specifically provides for a refund. At our option, we may require that you pay fees through a particular payment means (such as by credit card or by wire transfer) or that you change from one payment provider to another.

**CREDIT CARD CHARGES:** If you have an issue with credit card charges, you should contact your Primary Service Provider (if any), first, and us, secondarily, regarding the issue before you contact your credit card company to request a charge back. In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with your payment of fees for any Service(s), you agree that we and/or your Primary Service Provider may suspend access to any and all accounts you have with us and/or your Primary Service Provider and that all right, title, interest in, and use of any domain name registration(s) and/or websites, email, or other data hosted on our systems and/or the systems of your Primary Service Provider shall be assumed by us or your Primary Service Provider, as the case may be. We will reinstate your rights solely at our discretion, and subject to our receipt of the unpaid fee(s) and our then-current reinstatement fee, currently set at US \$200. Reinstatement of Service(s) by your Primary Service Provider may be according to the terms, if any, between you and your Primary Service Provider relating to reinstatement. Charges for the Service(s) which use our credit card payment processor will be identified on your credit card statement as "Domain Name Registration." We are not responsible for how charges appear on your credit card statement when the transaction is processed by your Primary Service Provider's or another third party's credit card payment processor.

**EXPIRATION AND RENEWAL OF SERVICE(S):** You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. As a convenience to you, and not as a binding commitment, we and/or your Primary Service Provider may notify you via an email message or via your account when renewal fees are due. Should these fees go unpaid, your Services will expire or be cancelled. Payment must be made by credit card or such other method as we may allow or require from time to time. If you select

automatic renewal of the Service(s), we may attempt to renew the Service(s) a reasonable time before expiration, provided your credit card or other billing information is available and up to date. You acknowledge that it is your responsibility to keep your billing information up to date and that we are not required to, but that we may, contact you to update this information in the event that an attempted transaction is not processed successfully.

**ACCOUNT CONTACT INFORMATION AND DOMAIN NAME WHOIS INFORMATION:** As further consideration for the Service(s), you agree to provide certain current, complete and accurate information about you, both with respect to your account information and with respect to the WHOIS information for your domain name(s). You agree to maintain and update this information as needed to keep it current, complete and accurate. With respect to you, the administrative, technical, and billing contacts for your domain name registration(s) and other Service(s), you must submit the following: name, postal address, e-mail address, voice telephone number, and where available, fax number. You agree that the type of information you are required to provide may change and you understand that, if you do not wish to provide the newly required information, your registration or Service(s) may be suspended or terminated or may not be renewed. All other information which we may request from you at registration is voluntary. However, not providing the requested information may prevent you from obtaining all Service(s) made available to domain name registrants by us. You may also provide information regarding the name-servers assigned to your domain name(s) and, if we are providing name-server services to you, the DNS settings for the domain name. If you do not provide complete name-server information, or if you purchase "Name Only" Services, you agree that we may supply this information (and point your domain name to a website of our choosing) until such time as you elect to supply the name-server information or until such time as you elect to upgrade from "Name Only" Services.

**YOUR OBLIGATIONS AND REPRESENTATIONS RELATING TO THE ACCOUNT AND WHOIS CONTACT**

**INFORMATION:** In the event that, in registering a domain name or obtaining other Service(s), you provide information about or on behalf of a third party, you represent that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained the third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. By registering a domain name or applying for Services you also represent that the statements in your application are true and you also represent that the domain name is not being registered or the Services being procured for any unlawful purpose. You acknowledge that providing inaccurate information or failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for suspension or termination of Services to you. You further agree that your failure to respond for over ten (10) calendar days to inquiries by us concerning the accuracy of account and WHOIS contact information shall constitute a material breach of this Agreement and will be sufficient basis for suspension or termination of Service(s) to you. As indicated elsewhere in this Agreement, you understand that it is important for you to regularly monitor email sent to the email address associated with the in your account and WHOIS contact information because, among other reasons, if a dispute arises regarding a domain name(s) or other Service(s), you may lose your rights to the domain name(s) or your right to receive the Service(s) if you do not respond appropriately to an email sent in conjunction therewith.

**ACCESSING YOUR ACCOUNT AND AN IMPORTANT LIMITATION OF OUR LIABILITY:** In order to change any of your account or domain name WHOIS information, you must access your account with your Primary Service Provider (if any), or your account with us. Please safeguard your account login identifier and password from any unauthorized use. You agree that any person in possession of your account login identifier and password will have the ability and your authorization to modify your account and domain name information. We will take reasonable precautions to protect the information we obtain from you from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information and that such reasonable precautions include procedures for releasing account access information to parties who claim to have lost account access information you agree that, if we take reasonable precautions in relation thereto, that IN NO EVENT SHALL WE BE LIABLE IF SUCH REASONABLE PRECAUTIONS DO NOT PREVENT THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD AND THAT, EVEN IF WE FAIL TO TAKE REASONABLE PRECAUTIONS, THAT OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED BY THE LIMITATION OF LIABILITY PROVISION FOUND BELOW IN THIS AGREEMENT. If you contact us alleging that a third party has unauthorized access to your account or domain names, you agree that we may charge you administrative fees of \$50 per hour for our time, regardless of whether or not we return control over the account and/or domain names to you.

**TRANSFERS:** You agree that transfer of your domain name(s) shall be governed by ICANN's transfer policy, available at <http://www.icann.org/transfers/>, as this policy may be modified from time to time. You agree that we may place your domain name(s) on Registrar Lock to prevent them from being transferred without your authorization, though we are not required to do so. By allowing your domain name to remain locked, you provide express objection to any and all transfer requests until the lock is removed. To transfer your domain name(s) you should first login to your account to lock or unlock your domain name(s) and/or to obtain the EPP "AuthCode" which is required to transfer domains in an EPP registry (such as .org). Alternatively, you should contact your Primary Service Provider to have your domain name(s) locked or unlocked or to obtain the EPP "AuthCode." If your Primary Service Provider is unresponsive, you may contact us to have your domain name(s) locked or unlocked or to obtain the EPP "AuthCode." Only the registrant and the administrative contacts listed in the WHOIS information for a domain

name may approve or deny a transfer request. Without limitation, domain names may not be transferred within 60 days of initial registration, within 60 days of a transfer, if there is a dispute regarding the identity of the domain name holder, if you are bankrupt, or if you fail to pay fees when due. We will follow the procedures for both gaining and losing registrars as outlined in ICANN's transfer policies. Transfer requests typically take five business days to be processed. A transfer will not be processed if, during this time, the domain name registration expires. You may be required to resubmit a transfer request if there is a communication failure or other problem at either our end or at the registry. AS A CONSEQUENCE, YOU ACKNOWLEDGE THAT YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER IF THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.

**PRIVACY POLICY:** You agree and consent that we will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems). ), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration and other information. Additionally, you acknowledge that ICANN may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at <http://www.icann.org/registrars/wmrp.htm>, <http://www.icann.org/registrars/wdrp.htm>, and elsewhere on the ICANN website at <http://www.icann.org/index.html>.

**OWNERSHIP OF INFORMATION AND DATA:** You agree and acknowledge that we own all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. We do not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

**AGENTS AND LICENSES:** You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein. You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

**USE OF FREE SERVICES:** In consideration for providing additional optional Services for which we do not charge an additional fee, including, but not limited to, URL forwarding, email forwarding, free parking page, free website hosting, free email services, or other services which we may introduce from time to time but for which there is not a separate fee ("Free Services"), you agree that, if you use such Free Services, we may display advertising in conjunction therewith through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to emails, or other similar advertising means, and that we may aggregate related usage data by means of cookies and other similar means. You agree that from time to time we may provide you with free or low-cost domain name(s) ("Promotional Name(s)"). If we do so, the Promotional Name(s) will be placed in the same account as your other domain name(s) and you will be listed as the registrant, though we may point the Promotional Name to IP address(es) of our choosing. If you want to assume control over the Promotional Name, including the right to transfer or push the Promotional Name or to the ability to control the DNS settings for the Promotional Name, you must pay the promotional registration fee or renewal fee, if any, and agree to the terms of this Agreement with respect to such Promotional Name(s). If you do not want the Promotional Name, you may push the Promotional Name to our account with login ID or you may request that your Primary Service Provider push the Promotional Name, in which case you will be removed as the registrant and we will be listed as the domain name registrant. Alternatively, you may contact us or your Primary Service Provider to request that we delete the Promotional Name. For any name, including these Promotional Names, for which you are listed as registrant but for which you do not pay the registration or renewal fee, you agree that we may assign name-servers to the domain name and point the domain name to IP address(es) designated by us until the registration or renewal fee is paid.

**AFTER EXPIRATION OF THE TERM OF A DOMAIN NAME REGISTRATION:** After expiration of the term of a domain

name registration and before deletion of the domain name by the applicable registry, you acknowledge that we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and you acknowledge that we may either leave your WHOIS information intact or that we may, but only under certain circumstances, change the contact information in the WHOIS output for the expired domain name so that you are no longer the registrant of the expired domain name.

After expiration of the term of a domain name registration, you acknowledge that certain registry administrators may provide procedures or grace periods during which expired domain name registrations may be renewed. You acknowledge that you assume all risks and all consequences if you wait until close to or after the end of a domain name registration term to attempt to renew the registration. You acknowledge that we, for any reason and in our sole discretion, may choose not to participate in a post-expiration renewal of a domain name and that we shall not be liable therefore. You acknowledge that post-expiration renewal or redemption processes, if any, involve additional fees which we and your Primary Service Provider may determine. You acknowledge and agree that expired domain name(s) may be made available to be registered or re-registered to any party at any time.

You agree that after expiration of the term of a domain name registration we may, for a period of 30 days, either i) remove the domain name from the zone of the top-level-domain (meaning that the domain name will no longer resolve), or ii) direct the domain name to name-servers and IP address(es) of website(s) designated by us, including, without limitation, to IP address(es) which host a parking page or a commercial search engine. You agree that either are functionally equivalent to ICANN's or a registry's redemption grace period, which would normally occur after deletion, and that both provide you with enough notice that your name is expired and that you should renew it if you wish to renew it. If we exercise our rights under this provision, and if you do not contact us to pay for and renew the domain name prior to the end of the 30 days, you agree that you have abandoned the domain name.

After this 30 day period, you agree that we may, possibly via a sub-contractor, solicit and provide for a third party to pay to renew the domain name's registration term and to allow such a third party to assume complete control over the domain name as its registrant (a "Post-Expiration Registrant Change", or "PERC"). If we enter into a PERC transaction with such a third party (the "PERC Customer"), we will send an email notification to the email addresses, if any, which were listed for the registrant and the administrative contact(s) for the domain name when it was registered by you (the "PERC Notification"). You acknowledge that you might not receive the PERC Notification and that it is not our obligation to confirm whether or not the PERC Notification was received by you. The previously listed registrant (typically you) may receive a portion of the funds received by us for the PERC as follows: (i) if the domain name was registered directly through us, the previously listed registrant may receive twenty percent (20%) of the Net Proceeds received by us (either directly or from a third party vendor providing services to us) as a result of the PERC; or (ii) if the domain name was registered with us through your Primary Service Provider (such as your website host, for example), the previously listed registrant may receive fifteen percent (15%) of the Net Proceeds received by us as a result of the PERC. You acknowledge and agree that the PERC may be accomplished through an auction involving one or more parties who are interested in the domain name. If it is determined that either the registrant or the administrative contact for the domain name or anyone acting on behalf of such a party participated in the auction, then none of the Net Proceeds will be paid out or if paid out must be returned to us. "Net Proceeds" means the total fees paid to us (either directly or by a third party providing services to us) as a result of the PERC, less registry fees, ICANN fees, taxes, credit card charge-backs, processing and check fees, and other costs or fees associated with the PERC. You agree that we shall have no obligation to make the foregoing payments unless, within ninety (90) days after the date of the PERC Notification, the previously listed registrant provides us with the name, address and other information requested (including, but not limited to, a Form W-9, if applicable) in the PERC Notification. We cannot guarantee, and we make no representation or promise, that any PERC will occur with respect to a domain name registered by you. You understand that, if you do not wish to participate in this process, that you may renew your domain name registration in the available time and that you may arrange for the sale or other disposition of the domain name on your own.

Alternatively, if you do not contact us to renew the domain name registration during the 30 day period described above, and if we are unable or unwilling to arrange a PERC, you agree that we may either (i) delete the domain name at any time thereafter or (ii) that we may pay the registry free or otherwise allow it to continue to be registered with the WHOIS information previously provided by you and pointing to the name-server(s) and IP address(es) designated by us, and that we will not remove it from the TLD zone. In the latter event, the name will be designated as being in the extended redemption grace period ("ERGP"), and you will be allowed to assume, during the first 90 days of the then extant registration term, complete management of the domain name, including the right to control the DNS information, provided that you pay the registration fees for a one-year registration term and your Primary Service Provider's ERGP redemption fee. After the end of the 90-day period, if you do not exercise your rights under this provision, you agree that you have abandoned the domain name, and relinquish all rights and control over the domain name, and that you are no longer the registrant of the domain name, and that we may list ourselves or another party as the registrant of the domain name in the WHOIS. If we exercise our rights under this

provision and you do not wish to be listed as the registrant and you wish to forego your option under this provision to pay to renew the domain name registration for the then-current registration term, you may notify us before the end of the 90-day period and request that we remove your information from the WHOIS record for the domain name, in which case we, or a third party we designate, will be listed as the registrant, and in which case you relinquish all rights and control over the domain name, and in which case we may i) continue to point the domain name to IP address(es) designated by us, or ii) we may delete the domain name.

**ANNOUNCEMENTS:** You agree that we may distribute information to you that is pertinent to the quality or operation of our Service(s) and the services of your Primary Service Provider which utilize our Service(s). These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet and/or they may include information or announcements which ICANN, the registries, or others may require us to distribute.

**LIMITATION OF LIABILITY:**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION, DOMAIN NAME REGISTRATION SERVICES, (2) USE OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION DOMAIN NAME REGISTRATION SERVICES, (3) INTERRUPTION OF OUR SERVICES OR INTERRUPTION OF YOUR BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR WEB SITE(S) OR SERVICE(S) OR DELAYS OR ACCESS INTERRUPTIONS YOU EXPERIENCE IN RELATION TO A DOMAIN NAME REGISTERED WITH US; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) THE PROCESSING OF AN APPLICATION FOR A DOMAIN NAME REGISTRATION; (8) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (9) APPLICATION OF THE DISPUTE POLICY. POWERSERVER ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS (\$400.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**INDEMNITY:** With respect to ICANN, the registry operators, us, and your Primary Service Provider, as well as the contractors, agents, employees, officers, directors and affiliates of such parties, you agree to release, indemnify, and hold such parties harmless from all liabilities, claims and expenses, including attorney's fees and court costs, for third party claims relating to or arising under this Agreement, the Service(s) provided hereunder, or your use of the Service(s), including, without limitation, infringement by you, or by anyone else using the Service(s) we provide to you, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policies relating to the Service(s) provided. When we may be involved in a suit involving a third party and which is related to our Service(s) to you under this Agreement, we may seek written assurances from you in which you promise to indemnify and hold us harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in our sole discretion, result in loss of your right to control the disposition of domain names for which you are the registrant and in relation to which we are the registrar of record. This indemnification is in addition to any indemnification required under the UDRP.

**REPRESENTATIONS AND WARRANTIES:** YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF A DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED NOR THE USE OF OTHER OF THE SERVICE(S) INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR PROCUREMENT OF THE SERVICE(S) IS ACCURATE. ALL SERVICE(S) ARE PROVIDED TO YOU "AS IS." EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS ICANN-APPROVED DOMAIN NAME REGISTRARS, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE(S), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR E-MAIL FORWARDING OR OTHER EMAIL 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 OUR E-MAIL SERVICE(S) OR ANY TRANSACTIONS ENTERED INTO THROUGH OUR E-MAIL SERVICE(S). NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**GOVERNING LAW:** this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Washington, as if the Agreement was a contract wholly entered into and wholly performed within the State of Washington. You agree that any action to enforce this Agreement or any matter relating to your use of the Services shall be brought exclusively in the United States District Court for the Western District of Washington, or if there is no jurisdiction in such court, then in a state court in King County, Washington state. You consent to the personal and subject matter jurisdiction of any state or Federal court in King County, Washington state in relation to any dispute arising under this Agreement. You agree that service of process on you by us in relation to any dispute arising under this Agreement may be served upon you by first class mail to the address listed by you in your account and/or domain name WHOIS information or by electronically transmitting a true copy of the papers to the email address listed by you in your account and/or domain name WHOIS information.

**NOTICES:** You agree that any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the account and/or domain name WHOIS information you have provided.

**INFANCY:** You attest that you are of legal age to enter into this Agreement.

**GENERAL:** This Agreement and the UDRP, together with all modifications, constitute the complete and exclusive agreement between you and us, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of us to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of us.