EXHIBIT 15

GO DADDY DOMAIN NAME REGISTRATION AGREEMENT

Last Revised: November 7, 2013

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Domain Name Registration Agreement (this "<u>Agreement</u>") is entered into by and between GoDaddy.com, LLC, a Delaware limited liability company, or in the event of a .ca domain name, by and between Go Daddy Domains Canada, Inc., a British Columbia corporation (each "<u>GoDaddy</u>") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of Go Daddy's Domain Name Registration services (the "<u>Domain Name Registration Services</u>" or the "<u>Services</u>").

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with (i) Go Daddy's Universal Terms of Service Agreement, and (ii) any plan limits, product disclaimers or other restrictions presented to you on the Domain Name Registration Services landing page of the Go Daddy website (this "Site"), both (i) and (ii) of which are incorporated herein by reference.

The terms "we", "us" or "our" shall refer to Go Daddy. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

You acknowledge and agree that (i) Go Daddy, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, Go Daddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Shopper Account") information, including your email address, current. Go Daddy assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

Go Daddy is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar. You acknowledge and agree that as an ICANN-accredited registrar, Go Daddy is bound by an agreement with ICANN. You acknowledge and agree that Go Daddy may modify this Agreement in order to comply with its agreement with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the top level domain ("<u>TLD</u>") or country code top level domain ("<u>ccTLD</u>") in question. As used herein, the terms "registry", "Registry", "registry operator" or "Registry Operator" shall refer to the registry applicable to the TLD or ccTLD in question. To identify the sponsoring registrar, click here.

In addition to domain name registrations, we may offer a variety of products that can be added to your domain name registration. Your purchase and use of each additional product is subject to both the general terms and conditions and the specific terms and conditions for each product as set forth in this Agreement

2. FEES AND PAYMENTS

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees (including any registration fees required by ICANN) due for Services purchased at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. Go Daddy expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Where refunds are issued, Go Daddy's issuance of a refund receipt is confirmation that Go Daddy has submitted your refund to the Payment Method (as defined below) charged at the time of the original sale. You acknowledge and agree that the associated payment provider and/or individual issuing bank establish and regulate the time frames for posting your refund. Refund posting time frames may range from five (5) business days to a full billing cycle.

You may pay for Services by providing a valid credit card, an electronic check (from your personal or business checking account, as appropriate), PayPal (as defined in the Universal Terms of Service Agreement), Alipay (as defined in the Universal Terms of Service Agreement), or by using Go Daddy's "<u>Good As Gold Prepaid Services</u>" to establish a cash reserve for charge by Go Daddy (each, a "<u>Payment Method</u>"). For Services that offer "<u>Express Checkout</u>", clicking the Express Checkout button will automatically place an order for that Service and charge the primary Payment Method on file for your Shopper Account. Your Payment Method on file must be kept valid if you have any active Services in your Shopper Account.

If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, MOST SERVICES OFFER AN AUTOMATIC RENEWAL OPTION. THE AUTOMATIC RENEWAL OPTION AUTOMATICALLY RENEWS THE APPLICABLE SERVICE FOR A RENEWAL PERIOD EQUAL IN TIME TO THE LAST SERVICE PERIOD. FOR EXAMPLE, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL BE FOR ONE YEAR. WHILE THE DETAILS OF THE AUTOMATIC RENEWAL OPTION VARY FROM SERVICE TO SERVICE, THE SERVICES THAT OFFER AN AUTOMATIC RENEWAL OPTION TREAT IT AS THE DEFAULT SETTING. THEREFORE, UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, GO DADDY WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH GO DADDY AT GO DADDY'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER ("ACCOUNT MANAGER") FROM THIS SITE AND FOLLOW THE STEPS FOUND HERE. YOU MAY ENABLE OR DISABLE THE AUTOMATIC RENEWAL OPTION AT ANY TIME. HOWEVER, SHOULD YOU ELECT TO DISABLE THE AUTOMATIC RENEWAL OPTION AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND GO DADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, GO DADDY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF YOU ARE ENROLLED IN

AN AUTOMATIC RENEWAL OPTION AND WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, GO DADDY WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. GO DADDY MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) SETTING YOUR RENEWAL OPTIONS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND GO DADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason Go Daddy is unable to charge your Payment Method for the full amount owed for the Services provided, or if Go Daddy is charged a penalty for any fee it previously charged to your Payment Method, you agree that Go Daddy may pursue all available lawful remedies in order to obtain payment. If you pay by credit card and if for any reason Go Daddy is unable to charge your credit card with the full amount owed for the Services provided, or if Go Daddy is charged back for any fee it previously charged to the credit card you provided, you agree that Go Daddy may pursue all available lawful remedies in order to obtain payment. You agree that the remedies Go Daddy may pursue in order to effect payment shall include, but not be limited to, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf. Go Daddy reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks Go Daddy may perform outside the normal scope of its Services, (ii) additional time and/or costs Go Daddy may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by Go Daddy in its sole and absolute discretion). Typical scenarios include, but are not limited to, customer service issues that require additional personal time or attention, fees incurred by third-party payment providers such as PayPal, Alipay, and Certegy (as defined in the Universal Terms of Service Agreement), fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a Payment Method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the Payment Method you have on file with Go Daddy.

Go Daddy may offer product-level pricing in various currencies; however, transaction processing is supported only in U.S. dollars and a select number of the currency options displayed on this Site ("Supported Currency" or "Supported Currencies"). If the currency selected is a Supported Currency, then the transaction will be processed in the Supported Currency and the pricing displayed during the checkout process will be the actual amount processed and submitted to your bank for payment. If the currency selected is not a Supported Currency, then the transaction will be processed in U.S. dollars and the pricing displayed during the checkout process will be an estimated conversion price at the time of purchase. In either case (whether the currency selected is a Supported Currency or not), if the transaction is processed in a currency that differs from the currency of your bank account, you may be charged exchange rate conversion fees by your bank. In addition, due to time differences between (i) the time you complete the checkout process, (ii) the time the transaction is processed, and (iii) the time the transaction posts to your bank statement, the conversion rates may fluctuate, and Go Daddy makes no representations or warranties that (a) the amount submitted to your bank for payment will be the same as the amount posted to your bank statement (in the case of a Supported Currency) or (b) the estimated conversion price will be the same as either the amount processed or the amount posted to your bank statement (in the case of a non-Supported Currency), and you agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized

fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

Please refer to the Universal Terms of Service Agreement for further details regarding the individual Payment Methods referenced above.

(B) DOMAIN NAME RENEWAL TERMS

When you register a domain name, you will have three renewal options: (i) "<u>Automatic Renewal</u>", (ii) "<u>Extended Automatic Renewal</u>", and (iii) "<u>Manual Renewal</u>":

- i. <u>Automatic Renewal</u>. Automatic Renewal is the default setting. Therefore, unless you select either Extended Automatic Renewal or Manual Renewal, Go Daddy will enroll you in the Automatic Renewal plan. If you enroll in the Automatic Renewal plan, Go Daddy will automatically renew, for a period equivalent to the length of your original domain name registration, any domain name that is up for renewal and will take payment from the Payment Method you have on file with Go Daddy, at Go Daddy's then current rates. Thus, if you have chosen to register your domain name for one (1) year, Go Daddy will automatically renew it for one (1) year. If you have chosen to register your domain name for two (2) years, Go Daddy will automatically renew it for two (2) years, and so on.
- ii. Extended Automatic Renewal. If you enroll in the Extended Automatic Renewal plan, Go Daddy will automatically renew any domain name that is up for renewal for an additional one-year period on each and every anniversary of your domain name registration, so the initial registration period will always remain intact. Thus, if you have chosen to register your domain name for two (2) years, Go Daddy will automatically renew it for one (1) additional year on each and every anniversary of your domain name registration so your two (2) year registration period will always remain intact. If you have chosen to register your domain name for five (5) years, Go Daddy will automatically renew it for one (1) additional year on each and every anniversary of your domain name registration so your five (5) year registration period will always remain intact, and so on. Go Daddy will take payment from the Payment Method you have on file with Go Daddy, at Go Daddy's then current one-year domain name registration rate.
- iii. <u>Manual Renewal</u>. If you do not select that the domain name be automatically renewed (through either Automatic Renewal or Extended Automatic Renewal), you have the responsibility of logging into the Domain Manager portion of your Account Manager for that domain name and manually implementing the renewal by the expiration date (should you in fact want the domain name to be renewed). If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

All renewals will be subject to the terms of this Agreement, as it may be amended from time to time, and you acknowledge and agree to be bound by the terms of this Agreement (as amended) for all renewed domains. Domain name renewals will be non-refundable. If for any reason Go Daddy is not able to take the payment from the Payment Method you have on file, and you fail to respond to our notices, your domain name registration will expire. It is your responsibility to keep your Payment Method information current, which includes the expiration date if you are using a credit card.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), renewal billing will occur on the first day of the month prior to the month of expiration.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), you must renew no later than the 20th of the month prior to the expiration date, or your domain name will be placed in non-renewal status. For some ccTLDs (.es) you must renew no later than seven

days before the expiration date, or your domain name will be placed in non-renewal status. When the domain name is in non-renewal status, you can renew the domain name only by calling Go Daddy and requesting that the domain name be renewed. You cannot renew the domain name through your Account Manager. If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

You agree that Go Daddy will not be responsible for cancelled domain names that you fail to renew, either automatically or manually in the timeframes indicated in this Agreement. In any case, if you fail to renew your domain name in a timely fashion, additional charges may apply. If you signed up for privacy services, protected registration, or any other similar service, with your domain name registration, these services will automatically be renewed when your domain name registration is up for renewal, and you will incur the applicable additional renewal fee unless you cancel in advance.

If you fail to renew your domain name in the timeframes indicated in this Agreement, you agree that Go Daddy may, in its sole discretion, renew your expired domain name on your behalf. If Go Daddy decides to renew your expired domain name on your behalf, you will have a Renewal Grace Period during which you may reimburse Go Daddy for the renewal and keep your domain name. The Renewal Grace Period is currently twelve (12) days but subject to change under the terms of this Agreement. For certain ccTLDs (.am, .at, .be, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg) there is no Renewal Grace Period after the expiration date of the domain name. If you do not reimburse Go Daddy for the renewal during the Renewal Grace Period your domain name will be placed on Hold and flagged for deletion after which you will have a 30-day redemption period during which you may pay Go Daddy a Redemption fee and redeem your domain name. The Redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the 30-day redemption period Go Daddy may, in its sole discretion, delete your domain name or transfer it to another registrant on your behalf. During the redemption period your domain name may be parked.

If your domain name is deleted, the Registry also provides a 30-day Redemption Grace Period during which you may pay Go Daddy a redemption fee and redeem your domain name. The redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the Registry's Redemption Grace Period the Registry will release your name and it will become available for registration on a first-come-first-served basis.

Renewal Grace Periods and Redemption Grace Periods vary for different ccTLDs. Please refer to the specific terms for the applicable TLD. In the event there is a conflict between the provisions of this paragraph and the ccTLD terms, the ccTLD terms shall control.

Our registration expiration notification policy and associated fees are described here.

(C) FREE PRODUCT TERMS

In the event you are provided with free products with the registration of a domain name, you acknowledge and agree that such free products will only be available with a valid purchase and may be terminated in the event the domain name is deleted or cancelled. For free domain names, you acknowledge and agree that you may not change the account associated with such free domain for the first five (5) days after registration. In the event a free domain name is offered with the registration of another domain and if the paid domain name registered fails, then Go Daddy may, in its sole discretion, either delete the registration of the free domain or refund the difference between the amount paid and the value of the free domain. Failed registrations associated with promotionals offers may result in the deletion of the free or discounted item or an adjustment between the registered domain price and the value of the discounted item, in Go Daddy's sole discretion.

3. TERM OF AGREEMENT; TRANSFERS; DOMAIN TASTING

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through Go Daddy.

You agree that you will not transfer any domain name registered through Go Daddy to another domain name registrar during the first sixty (60) days after its initial registration date.

You further agree that you will not engage in "domain tasting" by using the five (5) day grace period in which a registrant may choose to cancel a domain name and get a full refund of the registration fee as a vehicle to test the marketability or viability of a domain name. If Go Daddy determines (which determination shall be made by Go Daddy in its sole and absolute discretion) that you have been engaging in "domain tasting", then Go Daddy reserves the right to (a) charge you a small fee (which fee shall be deducted from any refund issued) or (b) refuse your cancellation/refund request altogether. Go Daddy will not charge you a fee if Go Daddy cancels your domain name during the five (5) day grace period due to fraud or other activity outside of your control. The five (5) day grace period does not apply to Premium Domains, which are non-refundable.

You agree that Go Daddy shall not be bound by (i) any representations made by third parties who you may use to purchase services from Go Daddy, or (ii) any statements of a general nature, which may be posted on Go Daddy's website or contained in Go Daddy's promotional materials.

4. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION

You agree to notify Go Daddy within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide Go Daddy with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by Go Daddy to determine the validity of information provided by you, shall also be considered to be a material breach of this Agreement and a basis for suspension and/or suspension and/or cancellation of the domain name. You agree to retain a copy for your record of the receipt for purchase of your domain name.

You agree that for each domain name registered by you, the following contact data is required: postal address, email address, telephone number, and if available, a facsimile number for the Registered Name Holder and, if different from the Registered Name Holder, the same contact information for, a technical contact, an administrative contact and a billing contact.

You acknowledge and agree that domain name registration requires that this contact information, in whole or in part, be shared with the registry operator. As required by ICANN, this information must also be made publicly available by means of Whois, and that the registry operator may also be required to make this information publicly available by Whois. Both Go Daddy and the registry operator may be required to archive this information with a third-party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure. Registrar will not process data in a way that is incompatible with this Agreement. Registrar will take reasonable precautions to protect data from loss or misuse.

You agree that for each domain name registered by you the following information will be made publicly available in the Whois directory as determined by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

- The domain name;
- Your name and postal address;
- · The name, email address, postal address, voice and fax numbers for technical and

- The Internet protocol numbers for the primary and secondary name servers;
- The corresponding names of the name servers; and
- The original date of registration and expiration date.
- Name of primary name server and secondary name server.
- Identity of the registrar.

administrative contacts:

You agree that, to the extent permitted by ICANN, Go Daddy may make use of the publicly available information you provided during the registration process. If you engage in the reselling of domain names you agree to provide any individuals whose personal information you've obtained, information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those individuals for such use of the personal information they provide.

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, you hereby grant to us the right to disclose to third parties through an interactive publicly accessible registration database the following information that you are required to provide when applying for a domain name:

- i. The domain or sub-domain name(s) registered by you;
- ii. Your organization name, type and postal address;
- iii. The name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for your domain or sub-domain name(s);
- iv. The full hostnames and Internet protocol (IP) addresses of at least two (2) name server hosts (one primary and at least one secondary) for your domain or sub-domain name. Up to six (6) name servers may be specified. If a host has more than one (1) IP address, use a comma-separated list;
- v. The corresponding names of those name servers;
- vi. The original creation date of the registration; and
- vii. The expiration date of the registration.

We may be required to make this information available in bulk form to third parties. We may also transfer or assign this information to CIRA or such other third party as we may decide, in our sole discretion.

5. DISPUTE RESOLUTION POLICY

You agree to be bound by our current Dispute Resolution Policy. This policy is incorporated herein and made a part of this Agreement. You can view the Uniform Domain Name Dispute Resolution Policy online. You agree that Go Daddy may from time to time modify its Dispute Resolution Policy. Go Daddy will post any changes to its Dispute Resolution Policy at least thirty (30) days before they become effective. You agree that by maintaining your domain name registrations with Go Daddy after the updated policy becomes effective that you agree to the Dispute Resolution policy as amended. You agree to review Go Daddy's website periodically to determine if changes have been made to the Dispute Resolution Policy. If you cancel or terminate your Services with Go Daddy as a result of the modified Dispute Resolution policy, no fees will be refunded to you. You also agree to submit to proceedings commenced under ICANN's Uniform Rapid Suspension Systme, if applicable.

You agree that if a dispute arises as a result of one (1) or more domain names you have registered

using Go Daddy, you will indemnify, defend and hold Go Daddy harmless as provided for in this Agreement. You also agree that if Go Daddy is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a domain name registered by you using Go Daddy, that Go Daddy, in its sole discretion, may take whatever action Go Daddy deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. In this event you agree to hold Go Daddy harmless for any action taken by Go Daddy.

You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile and (2) where registrar is located.

In the case of .ca domain names, you agree that, if your use of the service or the registration of a .ca domain name is challenged by a third party, you will be subject to the provisions specified by CIRA in their dispute resolution policy, in effect at the time of the dispute.

6. TRANSFER OF DOMAIN NAMES; RESALE PRACTICES

If you transfer any domain name, you agree to provide the information required by, and to abide by, the procedures and conditions set forth in our Domain Name Transfer Agreement. You may view the latest version of our Domain Name Transfer Agreement online. In order to further protect your domain name, any domain name registered with Go Daddy or transferred to Go Daddy shall be placed on lock status. The domain name must be placed on unlock status in order to initiate a transfer of the domain name away from Go Daddy to a new Registrar. You may log into your account with Go Daddy at any time after your domain name has been successfully transferred to Go Daddy, and change the status to unlock.

In the event you are purchasing a domain name on behalf of a third party, you agree to inform any customer of yours, who may be acquiring a domain name through you using Go Daddy's registration services, that they are in fact registering their domain name through Go Daddy and that Go Daddy is an accredited registrar with ICANN. You agree not to represent that you are an ICANN-accredited registrar or that you are in any way providing superior access to the ICANN Domain Name Registry. You also agree not to use the ICANN trademark logo in any of your promotional materials including your website.

You agree to obtain each of your customers' acceptances to the then current version of this Agreement, and to retain evidence of their acceptance for a period of not less than three (3) years. Should you require that your customers accept additional terms and conditions that are not required by Go Daddy, you agree that such additional terms and conditions shall not conflict with this Agreement and the policies and procedures adopted by ICANN.

You agree that Go Daddy is not lending you access to its registrar connections or its registry access, nor will you be deemed to be a registrar in your own right. Furthermore, you agree you will not attempt to gain access to Go Daddy's registrar connections or registry access. You agree to provide complete, accurate and current data for each registrant to be added to a registry in accordance with ICANN requirements for inclusion in the Whois database.

You agree to provide your customers with adequate customer support, and to maintain contact with them with regard to providing a medium for them to communicate changes in the information they provided as part of the domain name registration process. Upon receiving corrected or updated information you will, within five (5) business days, provide such information to Go Daddy so Go Daddy may update its registration records. You will retain copies of all communications between you and your customers and will upon request provide Go Daddy copies of same.

7. YOUR OBLIGATIONS; SUSPENSION OF SERVICES; BREACH OF AGREEMENT

Your represent and warrant to the best of your knowledge, neither the registration of the domain,

nor manner it is directly or indirectly used, infringes the legal rights of any third party. You will indemnify and hold harmless the registrar and registry operator, and their directors, officers, employees and agents, from and against any and all claims, damages, liabilites, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

You agree that, in addition to other events set forth in this Agreement:

- Your ability to use any of the services provided by Go Daddy is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;
- ii. Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any Go Daddy procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by Go Daddy or the registry operator in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

You acknowledge and agree that Go Daddy and registry reserve the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by registry or any registrar in connection with a domain name registration, or (iii) for the non-payment of fees to registry; (iv) to protect the integrity and stability of the registry; (v) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (vi) to comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement; (vii) to avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (viii) per the terms of this Agreement; (ix) following an occurrence of any of the prohibited activities described in Section 8 below; (x) during the resolution of a dispute.

You agree that your failure to comply completely with the terms and conditions of this Agreement and any Go Daddy rule or policy may be considered by Go Daddy to be a material breach of this Agreement and Go Daddy may provide you with notice of such breach either in writing or electronically (i.e. email). In the event you do not provide Go Daddy with material evidence that you have not breached your obligations to Go Daddy within ten (10) business days, Go Daddy may terminate its relationship with you and take any remedial action available to Go Daddy under the applicable laws. Such remedial action may be implemented without notice to you and may include, but is not limited to, cancelling the registration of any of your domain names and discontinuing any services provided by Go Daddy to you. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.

Go Daddy's failure to act upon or notify you of any event, which may constitute a breach, shall not relieve you from or excuse you of the fact that you have committed a breach.

8. RESTRICTION OF SERVICES; RIGHT OF REFUSAL

You agree not to use the services provided by Go Daddy, or to allow or enable others, to use the services provided by Go Daddy for the purposes of:

- The transmission of unsolicited email (Spam); and
- Repetitive, high volume inquires into any of the services provided by Go Daddy (i.e. domain name availability, etc.).

You acknowledge and agree that you are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices,

counterfeiting or otherwise engaging in activity contrary to applicable law, and you acknowledge and agree that the consequences for such activities include suspension of the domain name.

If you are hosting your domain name system ("<u>DNS</u>") on Go Daddy's servers, or are using our systems to forward a domain name, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with Go Daddy, you are responsible for ensuring there is no excessive overloading on Go Daddy's servers. You may not use Go Daddy's servers and your domain name as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that Go Daddy reserves the right to deactivate your domain name from its DNS if Go Daddy deems it is the recipient of activities caused by your site that threaten the stability of its network.

You agree that Go Daddy, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. Go Daddy also may in its sole discretion and without liability to you delete the registration of any domain name during the first thirty (30) days after registration has taken place. Go Daddy may also cancel the registration of a domain name, after thirty (30) days, if that name is being used, as determined by Go Daddy in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to:

- Activities prohibited by the laws of the United States and/or foreign territories in which you conduct business;
- Activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; and
- Activities designed to harm or use unethically minors in any way.

In the event Go Daddy refuses a registration or deletes an existing registration during the first thirty (30) days after registration, you will receive a refund of any fees paid to Go Daddy in connection with the registration either being cancelled or refused. In the event Go Daddy deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

9. DEFAULT SETTINGS; PARKED PAGE

<u>Choosing Your Domain Name Settings</u>. When you register a domain name with Go Daddy, you will be prompted to choose your domain name settings during the checkout process. If you plan on using another provider for your website or hosting needs, then you should enter the name servers of such provider when you choose your domain name settings. This will direct your domain name away from Go Daddy's name servers. If you are an existing Go Daddy customer and have already set up a customer profile designating your domain name settings for new domain name registrations, you will not need to complete this step again during the checkout process.

<u>Go Daddy's Default Settings</u>. If you do not direct your domain name away from Go Daddy's name servers as described above, Go Daddy will direct your domain name to a "<u>Parked Page</u>" ("<u>Default Setting</u>"). You acknowledge and agree that Go Daddy has the right to set the Default Setting.

<u>Parked Page Default Setting</u>. Go Daddy's Parked Page service is an online domain monetization system designed to generate revenue (through the use of pay per click advertising) from domain names that are not actively being used as websites. If your domain name is directed to a Parked Page, you acknowledge and agree that Go Daddy may display both (a) in-house advertising (which includes links to Go Daddy products and services) and (b) third-party advertising (which includes links to third-party products and services) on your Parked Page through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, or any other advertising means, and we may aggregate for our own use, related usage data by means of cookies and other similar means. In addition, you acknowledge and agree that all in-house and third-party advertising will be selected by Go Daddy and its advertising partners, as appropriate,

and you will not be permitted to customize the advertising, or entitled to any compensation in exchange therefor. Please note that the third-party advertising displayed on Go Daddy's Parked Pages may contain content offensive to you, including but not limited to links to adult content. Go Daddy makes no effort to edit, control, monitor, or restrict the content and third-party advertising displayed on Go Daddy's Parked Pages, and expressly disclaims any liability or responsibility to you or any third party in connection therewith.

<u>Changing Go Daddy's Default Settings</u>. You may change Go Daddy's Default Settings at any time during the term of your domain name registration.

- i. <u>Content Displaying On Your Parked Page</u>. You can not modify the content displaying on your Parked Page. You may select one of the other options listed below.
- ii. <u>Participating In Domain Name Monetization</u>. If you wish to participate in the domain monetization potential presented by Go Daddy's Parked Page service, please review and consider purchasing our CashParking® service.
- iii. <u>No Content</u>. If the options listed above are not acceptable to you and you would prefer that no content display on your domain name, please contact customer support.

<u>Return To Parked Page Default Setting Upon Domain Name Expiration</u>. Upon domain name expiration, and regardless of how you use your domain name during the term of your domain name registration, your domain name will automatically return to the Parked Page Default Setting described above. As used in this paragraph, "expiration" is deemed to include any "renewal period" or "redemption period" immediately after the domain name expires, but before the domain name is returned to the registry. Once your domain name has returned to the Parked Page Default Setting Default Setting described above, the only way to opt out of the Parked Page service is to renew, redeem, or re-register your domain name in accordance with Section 2(B), Domain Name Renewal Terms, of this Agreement.

10. DOMAIN ADD-ONS

Business Registration: Business registration allows You to display additional information about the business that is the basis of Your domain name, including, but not limited to, such information as Your fax number, street address, and hours of operation.

Certified Domains. The certified domain service generally allow You to: (i) put a Certified Domain Validation seal on Your website; and (ii) have Your domain name listed as "Certified", in WHOIS lookups on the Go Daddy website. The Certified Domain Validation seal renews independently of Your domain. When You renew Your domain, You must also, when necessary, separately renew Your Certified Validation seal. However, the Certified Domain Validation seal can be cancelled independently of Your domain. If the domain is cancelled, the Certified Domain seal is a trademark of Go Daddy and is protected by copyright, trademark and other intellectual property laws. You may use the Certified Domain seal only in conjunction with the purchase of the Services set forth in the Agreement, and subject to the terms and conditions hereof. Other than provided for in this Agreement, You may not otherwise use, reproduce, or modify the mark for any additional promotional use, without the prior written approval of Go Daddy. Your right to the use of the Certified Domain seal is immediately terminated upon expiration or termination of this Agreement.

Expiration Consolidation. You understand and acknowledge the expiration consolidation service may only be used to consolidate the expiration of .com and .net domain names. The service may not be used to consolidate domains that are on Registrar HOLD, Registry HOLD, or pending Transfer status. You acknowledge the service may only be used to push the expiration date of Your domains forward in time, at least one (1) month forward and no more than ten (10) years forward, and then, only for a period lasting less than twelve (12) months. Once the service has been used to consolidate domains, the new expiration date may not be reversed. To ensure

the service is not abused or used as an alternative to renewals, you may only use the service on each domain once in any 12-month period. The service may only be used on domain names that have not passed their expiration date. In order to change the expiration date again, You will be required to renew the domain name first. You further understand and acknowledge the service may only be used to coordinate domains where Go Daddy is the registrar of record. Domains not registered with Go Daddy must be transferred before Go Daddy can perform the Service.

Discount Domain Club. In exchange for purchasing a Discount Domain Club membership, You will be able to purchase discounted products and services from Go Daddy, including discounts on selected domain registrations, one (1) free Go Daddy Auctions account, one (1) free CashParking account, and discounts on Domain Buy Service. You are required to keep Your membership current as long as You have free or discounted products or services that are renewed with Go Daddy. If You fail to renew Your membership, without canceling Your discounted domain registration or other services, Go Daddy will automatically renew Your products and services at the regular Go Daddy pricing in effect at the time of renewal, charging the Payment Method on file for You, and You will be unable to purchase any more discounted products or services, or use Your free accounts until the Membership Agreement fee has been paid. All membership fees are non-refundable.

Backordering/Monitoring. You agree a domain name that has expired shall be subject first to a grace period of twelve (12) days, followed by the ICANN-mandated redemption grace period of thirty (30) days. During this period of time, the current domain name registrant may renew the domain name and retain ownership. Go Daddy does not guarantee your backorder will result in you obtaining the domain name and expressly reserves the right to (a) refuse additional backorders or (b) cancel existing backorders at any time for any reason. If your backorder is refused or cancelled, Go Daddy agrees to promptly refund any fees paid for such domain name backorder. The domain name may also be placed in a secondary market for resale through the Go Daddy Auctions® service. In order for the backorder request to remain effective, you must have an active Go Daddy Auctions membership. After your first year of Auctions membership, you agree that unless otherwise advised. Go Daddy will automatically renew your Auctions membership using the payment method you have on file for so long as your backorder credit is active. You may learn more about Go Daddy Auctions by visiting the Go Daddy Auctions website. The domain name may also be subject to a drop pool process before it is available for purchasing. You understand Go Daddy and its registrar affiliates use Go Daddy's services, including backordering. Therefore, the domain name may be registered with a different registrar, but can be managed through your Go Daddy account. By using the Services, you will be able to, among other things:

- i. Backorder any domain name under the top level domains .COM, .NET, .US, .BIZ, .INFO, .ORG, .MOBI. A backorder for a domain name will include the price of up to a one-year domain name registration. Should you successfully backorder any domain name, you will be subject to the terms and conditions of the Domain Name Registration Agreement and related agreements, which are incorporated herein by reference.
- ii. Change your backorder until you obtain a domain name. You will have the opportunity to change the credit to a different domain name until you successfully capture one. After three (3) years, if the credit is not used, Go Daddy reserves the right to remove the credit.
- iii. Subscribe monthly to an expiring domain name list. You may also choose to purchase a subscription to a list of domain names expiring within the next five (5) days. If you subscribe to the expiring domain name list, you agree the payment method you have on file may be charged on a monthly subscription basis for the term of the Services you purchase.
- iv. Select domain names off the expiring domain name list you would like to register. Each domain name you attempt to backorder will include the price of up to a oneyear domain name registration, as set forth in subsection (i) above.
- v. Monitor your currently registered domain names for changes in registrar, status,

expiration date or name servers at no additional cost.

vi. Subscribe to Domain Alert Pro which enables you to monitor any currently registered domain name, regardless of registrar, for historical tracking of status changes and designation of multiple email notification addresses.

Ownership Protection. The ownership protection service generally allow You to: (i) protect against losing a domain name; (ii) disallow the transfer of a domain name while this Service is active on that name; and (iii) receive an annual domain name report detailing the status of all domain names protected under this Service. Subject to applicable rules, domain names can be transferred from registrar to registrar and from registrant to registrant. However, the Service protects against and prevent both kinds of transfers. Once You have elected to purchase the Service for any and all domain names, the automatic renewal function will be activated for each domain name and those names will not be transferable until the renewal of the Service. Accordingly, You acknowledge and agree You have carefully considered the implications accompanying the purchase of the Service and understand the restrictions the Service will place upon Your ability to transfer any domain names for which You have purchased the Service. You further acknowledge and agree any domain name for which You have purchased the Service will not be transferable for any reason until the next regularly occurring renewal of such domain name, provided, You have previously elected to deactivate the Service for that particular domain name, which deactivation may not occur until the expiration of the current term of the Service. By way of example and not as a limitation, if You elect to purchase the Service for a domain name, which You have registered for a period of five (5) years, the Service will remain active for the same five (5) year period and You will not be able to engage in any transfer whatsoever of that domain name during such five (5) year period.

Premium Domain Names.

1. Description of Service. The Premium Domain Name service ("Service") is provided to facilitate the buying and selling of currently registered domain names. Go Daddy provides a venue and a transaction facilitation process. Go Daddy is not an auctioneer or an escrow agent. Go Daddy is not in custody of all of the domain names listed on the web site. As result. Go Daddy has no control over the quality, safety or legality of the domain names listed. Domain names listed may be withdrawn at any time by the seller or by Go Daddy. Go Daddy acts as a transaction facilitator to help You make and receive payments from third parties. Go Daddy is not an escrow agent, rather we act as Your agent based upon Your direction and requests to use the Services that require us to perform tasks on Your behalf. Go Daddy will not use Your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge Go Daddy is not a bank and the Service is a payment processing service rather than a banking service. You further acknowledge Go Daddy is not acting as a trustee, fiduciary or escrow with respect to Your funds. In all transactions, where the domain name is registered to Go Daddy, domain names purchased through the Service may not be transferred away from Go Daddy to another registrar for a period of sixty (60) days following the change of ownership date.

2. Your Obligations.

Listing Domain Names. You may use the Services to list domain names to which You: (i) have ownership rights for sale; and (ii) are able to transfer in accordance with Your obligations under this Agreement. By using the Services for such purposes, You represent and warrant that: (i) You have all rights, titles and interests in the domain name necessary to complete the transaction; (ii) the domain name does not infringe on the intellectual property rights of anyone else; and (iii) You have the right to transfer the domain name in accordance with Your obligations under this Agreement. You further agree the domain name is not currently or will not in the foreseeable future be associated with a Uniform Dispute Resolution Policy Dispute or other such litigation. In the event You are unable to comply or fail to comply with Your obligations under this Agreement, Go Daddy expressly reserves the right to delist any or all of Your domain names immediately upon Go Daddy becoming aware of Your failure to comply. You may list Your domain name for

any duration offered on the web site. You agree to pay the listing fee associated with the duration period You choose at the time of the listing. You may choose to supplement the listing with various additional services provided, if any. By using the additional services, You agree to pay any additional charges Go Daddy may associate with the additional services. Go Daddy reserves the right to modify its pricing structure at any time. If You find a Buyer using the Services, the transaction must be completed within the Services. For each transaction completed within the Services, You agree to pay Go Daddy a transaction fee according to the fee schedule published on the site . Such transaction fee will be payable directly to Go Daddy. You agree You will not sell the domain name to any Buyer found through the Services without using the Services to complete the transaction. Should Go Daddy find You are circumventing the Services, Go Daddy reserves the right to terminate Your account and cancel all of Your listings. In the event that you update your sale price, you acknowledge and agree that it may take up to 24 hours to update the price shown to buyers. In the event your domain name sells prior to the price being updated on the website, you agree that the price listed will be enforced.

Purchasing Domain Names. As a Buyer, You are obligated to complete the transaction if You purchase the domain name. You acknowledge that some listed domain names may be subject to an additional registration fee. For those domain names, the registration fee will be added to the price to form the purchase price. You agree that by completing the transaction, You are responsible for payment of the registration fee. By initiating and sending payments through the Service, You appoint Go Daddy as Your agent to obtain the funds on Your behalf and transfer them to the recipient You designate. Go Daddy will obtain the funds first by the Payment Method You have designated. If there are insufficient funds or invalid credit card information, Go Daddy may obtain the remaining funds by charging any Payment Method You have on file. Once You send payment, Go Daddy will hold those funds as Your agent for a prescribed period of time based on the type of transaction, at which time Go Daddy will release the funds to the Seller. At no time will You be able to withdraw those funds or send the funds to another recipient unless the initial transaction is canceled. Should the Seller refuse payment, the funds, minus the administration fee as outlined in the pricing structure, will be returned to You. You agree that Go Daddy is not responsible for payments refused by Seller.

Transfer of Ownership. Go Daddy does not own all of the domain names listed on the Site and cannot guarantee immediate transfer. For domain names Go Daddy does own, transfer of ownership will begin upon completion of the check out procedure. Further, the transfer by Go Daddy of any domain name to a buyer is done without warranty and Go Daddy expressly waives any and all warranties or representations that a domain name does not infringe upon the intellectual rights of a third party.

Selling Domain Names. As a Seller, You are obligated to complete the transaction if the Buyer commits to purchase the domain. By receiving payments through the Service, You appoint Go Daddy as Your Agent to receive and deposit funds on Your behalf. You must, at the time of listing of Your domain name, establish a payee account. Payments for completed domain name sales will be credited to Your payee account. After a fraud holding period, if no fraud has been detected, your funds will be paid according to the payment method you select in your payee account. Typically, payments are made as follows:

Electronic (ACH) — Processed the same day and remitted within two business days, depending on your financial institution

PayPal® — Processed the same day and remitted within one business day

Good As Gold — Processed the same day and remitted within one business day

Check — Processed weekly and mailed to you within 9 business days

If you do not have a payee account, we will process payment by check by default. Beginning January 1, 2013, you will be charged a \$25.00 processing fee for all check payments. You hereby authorize Go Daddy to initiate and post credit (positive) entries for payments to the payee

account. You understand the amount initiated and posted to the payee account will represent payment for domain names sold using the Service, less any applicable fees and/or charge backs. You hereby authorize Go Daddy to initiate and post debit (negative) entries to the payee account to reverse erroneous payments and/or make adjustments to incorrect payments. The authority granted to Go Daddy by the payee account owner herein will remain in full force and effect until Go Daddy has received written notification from the payee account owner that such authority has been revoked, but in any event, such writing shall be provided in such a manner as to afford Go Daddy a reasonable opportunity to act on such revocation, or until Go Daddy has sent notice to terminate this Agreement. In the event of a payment charge back, Go Daddy will deduct the amount of the payment from Seller's payment method on file. In the event that chargeback experience is high, as determined by Go Daddy, Go Daddy reserves the right to hold back twenty percent (20%) of all Seller's payments for ninety (90) days from the date the payment was to be paid.

Transfer Validation. The transfer validation service is provided to help You keep Your domain name secure. By choosing to use the service, You are making an explicit and voluntary request to Go Daddy to deny all attempts to transfer Your domain name to another registrar, or to move Your domain name to another account, unless You verify each request as described herein. You will provide Go Daddy with a contact name, phone number and PIN for domain transfer validations. You will be contacted by Go Daddy when a domain transfer is requested for a domain name in Your Go Daddy account. When Go Daddy receives a transfer request, Go Daddy will call You to verify the transfer request. If Go Daddy can not reach You with seventy-two (72) hours of receipt of the transfer request, the transfer will be denied. If You do not provide the proper PIN, the transfer will be denied. When Go Daddy receives a change of account request, Go Daddy will call You to verify the change request. If Go Daddy can not reach You with seventy-two (72) hours of receipt of the change request, the change will be denied. If You do not provide the proper PIN, the change will be denied. Availability of Services are subject to the terms and conditions of this Agreement and each of Go Daddy's policies and procedures. Go Daddy shall use commercially reasonable efforts to attempt to provide certain portions of the Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement and other portions of the service, during normal business hours. You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Go Daddy may undertake from time to time; or (iii) causes beyond the reasonable control of Go Daddy or that are not reasonably foreseeable by Go Daddy, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that Go Daddy has no control over the availability of the service on a continuous or uninterrupted basis.

Total/Premium DNS. Total DNS is a complete Domain Name System ("<u>DNS</u>") tool that allows you to manage your DNS and keep your website and web-based applications available and performing reliably. The service is provided "as is", "as available", and "with all faults", and Go Daddy assumes no liability or responsibility regarding the same.

In addition, you specifically acknowledge and agree that Go Daddy shall have no liability or responsibility for any:

- i. Service interruptions caused by periodic maintenance, repairs or replacements of the Go Daddy Global Nameserver Infrastructure (defined below) that Go Daddy may undertake from time to time;
- ii. Service interruptions caused by you from custom scripting, coding, programming or configurations;
- iii. Service interruptions caused by you from the installation of third-party applications;
- iv. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol ("<u>FTP</u>") and email; or

v. Service interruptions beyond the reasonable control of Go Daddy or that are not reasonably foreseeable by Go Daddy, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Subject to the provisions of Force Majeurebelow, Go Daddy offers a service uptime guarantee (<u>"Service Uptime Guarantee</u>") for paid services of 99.999% availability (defined below). You shall receive service credits for any Outage (defined below) of the service covered by the Service Uptime Guarantee. The service credits shall be applied as extensions to the terms of the affected Service. The Service Uptime Guarantee shall become effective fourteen (14) days after your purchase of the Service covered by the Service Uptime Guarantee to allow both parties time to properly configure and test the Service.

<u>Definitions</u>. For the purposes of the Service Uptime Guarantee, the following definitions shall apply:

- i. "<u>Go Daddy Global Nameserver Infrastructure</u>": The group of systems (servers, hardware, and associated software) that are responsible for delivering the Services. The Go Daddy Global Nameserver Infrastructure does not include web-based user interfaces, zone transfer mechanisms, update systems, or other customer-accessible data access or manipulation methods.
- ii. "<u>99.999% availability</u>": A guarantee that the Go Daddy Global Nameserver Infrastructure shall be available to respond to DNS queries 99.999% of the time.
- iii. "<u>Outage</u>": A period in which the Go Daddy Global Nameserver Infrastructure did not maintain 99.999% availability.

Exclusions. For the purposes of the Service Uptime Guarantee, downtime due to the following events shall not be considered an Outage:

- Service interruptions caused by "<u>Regularly Scheduled Maintenance</u>", which shall be defined as any maintenance performed on the Go Daddy Global Nameserver Infrastructure of which customer is notified twenty-four (24) hours in advance. Email notice of Regularly Scheduled Maintenance shall be provided to customer's designated email address;
- ii. Service interruptions caused by you from custom scripting, coding, programming or configurations;
- iii. Service interruptions caused by you from the installation of third-party applications;
- iv. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol ("<u>FTP</u>") and email; or
- v. Service interruptions beyond the reasonable control of Go Daddy or that are not reasonably foreseeable by Go Daddy, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Go Daddy, in its sole and absolute discretion, shall determine whether an event shall be considered an Outage.

<u>Remedies</u>. For the purposes of the Service Uptime Guarantee, when the customer becomes aware of an Outage, the customer shall open a ticket with Go Daddy technical support services within five (5) calendar days of the Outage. If Go Daddy determines that an Outage did occur, then the customer shall receive a service credit in the amount of two (2) months for any affected Services. The service credit shall be applied as an extension to the term of the affected Services. A customer's Account shall not be credited more than once per month under the Service Uptime Guarantee.

To qualify for a service credit, you must have a current and valid subscription to the Services affected, and must have an Account in good standing with Go Daddy. Service credits will not apply to any charges or Services other than the Services for which the Service Uptime Guarantee was not met. Customers with subscriptions for more than one Service will not receive credits for unaffected Services. The remedies set forth herein shall be the sole and exclusive remedies if Go Daddy does not meet the Service Uptime Guarantee.

In the event either party is unable to carry out its material obligations under this Agreement by reason of Force Majeure those obligations will be suspended during the continuance of the Force Majeure, provided the cause of the Force Majeure is remedied as quickly as practicable. The term "Force Majeure" means any event caused by occurrences beyond a party's reasonable control, including, but not limited to, acts of God, fire or flood, war, terrorism, governmental regulations, policies or actions enacted or taken subsequent to execution of this Agreement, or any labor, telecommunications or other utility shortage, outage or curtailment.

If your Services include Domain Name System Security Extensions ("<u>DNSSEC</u>"), you will be able to secure your domain names with DNSSEC. DNSSEC is designed to protect you from forged DNS data so "hackers" cannot direct visitors to your website to a forged site.

DNSSEC works by using public key cryptography. You acknowledge and agree that if the keys do not match, a visitor's lookup of your website may fail (and result in a "website not found" error) and Go Daddy assumes no liability or responsibility regarding the same. In addition, DNSSEC responses are authenticated, but not encrypted. You acknowledge and agree that DNSSEC does not provide confidentiality of data, and Go Daddy assumes no liability or responsibility regarding the same.

Go Daddy prohibits the running of a public recursive DNS service on any Go Daddy server. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. Go Daddy actively scans for the presence of public recursive DNS services and reserves the right to remove any servers from the network that violate this restriction.

11. PRE-REGISTRATIONS

If you submit an application for pre-registration of a domain name, Go Daddy does not guarantee that the name will be secured for you, or that you will have immediate access to the domain name if secured. Go Daddy may use third-party service providers for the pre-registration services.

12. PROVISIONS SPECIFIC TO ALL REGISTRATIONS

You agree to be bound by the rules, policies and agreements of each Registry from which you purchase a domain name registration, which may include, but is not limited to, Top Level Domain Registries and Second Level Domain Registrations. You further agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which each applicable Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and itself or any other arrangement with ICANN. You further agree to comply with any operational standards, policies, procedures, and practices for the each Registry TLD established from time to time by the applicable Registry Operators in a non-arbitrary manner, which shall be effective thirty (30) days after email notice or posting on this Site.

13. PROVISIONS SPECIFIC TO .BIZ REGISTRATIONS

<u>Restrictions</u>. Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of these restrictions, "bona fide business or commercial use" means the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS (i) to exchange goods, services, or property of any kind; (ii) in the ordinary course of trade or business; or (iii) to facilitate the exchange of goods, services, information, or property of any kind or the ordinary course of trade or business.

Registering a domain name solely for the purposes of selling, trading or leasing the domain name for compensation, or for the unsolicited offering to sell, trade or lease the domain name for compensation does not constitute a "bona fide business or commercial use" of that domain name.

<u>Eligibility Requirements</u>. As a .BIZ domain name registrant, you hereby certify to the best of your knowledge that (i) the registered domain name will be used primarily for bona fide business or commercial purposes and not exclusively for personal use or solely for the purposes of selling, trading or leasing the domain name for compensation or the unsolicited offering to sell, trade or lease the domain name for compensation; (ii) the domain name registrant has the authority to enter into this registration agreement; and (iii) the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

<u>Domain Name Dispute Policy</u>. If you reserved or registered a .BIZ 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. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- i. Uniform Domain Name Dispute Resolution Policy; and
- ii. Restrictions Dispute Resolution Policy.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case basis by an independent ICANN-accredited dispute provider. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

<u>Domain Name Dispute Policy Modifications</u>. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our website 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 cancel or terminate your Services with us.

<u>Domain Name Disputes</u>. 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 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 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.

<u>Reservation of Rights</u>. We and the .BIZ Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to

protect the integrity and stability of the 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 us and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. We and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless us and the .BIZ Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates 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. This indemnification requirement shall survive the termination or expiration of the registration agreement.

<u>One Year Registration</u>. If you are registering a .BIZ domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .BIZ domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .BIZ domain name during the first year, you will automatically be charged the second year renewal fees.

14. PROVISIONS SPECIFIC TO .BUILD REGISTRATIONS

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has 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 Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .BUILD Registry.

Notwithstanding anything in this Agreement to the contrary, Plan Bee, LLC, the Registry Operator of the .BUILD 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 Plan Bee, LLC have vested and that Plan Bee, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the .BUILD TLD. Additionally, the third party beneficiary rights of Plan Bee, LLC shall survive any termination of this Agreement.

15. PROVISIONS SPECIFIC TO .COM REGISTRATIONS

You agree to indemnify, defend and hold harmless the .COM Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates 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.

16. PROVISIONS SPECIFIC TO .INFO REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the

.INFO Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator 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, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless the .INFO Registry Operator, Afilias Limited, and its subcontractors, shareholders, directors, officers, employees, agents, and affiliates 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. This indemnification requirement shall survive the termination or expiration of this Agreement.

<u>Reservation of Rights</u>. We and the .INFO Registry Operator expressly reserve the right to deny, cancel or transfer any registration, or place any domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

<u>One Year Registration</u>. If you are registering a .INFO domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .INFO domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .INFO domain name during the first year, you will automatically be charged the second year renewal fees.

17. PROVISIONS SPECIFIC TO .JOBS REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree (i) to provide information regarding membership in a Human Resource Association, and the identity of any such association; (ii) to provide the URL of your existing company website; (iii) that you have read, understood and agree to be bound by the .JOBS Registry-Registrant Agreement (which is incorporated herein) as amended from time to time, the registrant eligibility requirements and the use restrictions; (iv) to abide by the SHRM Code of Ethics (which is incorporated herein); and (v) that the Registry Operator is an intended third-party beneficiary of this Agreement, with a right to enforce the terms and provisions contained herein.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless the .JOBS Registry Operator and its subcontractors, shareholders, directors, officers, employees, affiliates 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 your domain name registration. This indemnification obligation shall survive the termination or expiration of this Agreement.

<u>Reservation of Rights</u>. We and the .JOBS Registry Operator expressly reserve the right to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, without any notice thereto, in the event of non-compliance by the Registered Name Holder

with any provision of this Agreement, the Registry-Registrant Agreement, the registrant eligibility requirements and the use restrictions including, but not limited to, submission or use of untruthful, incomplete or fraudulent registration information during the application process or subsequently thereto.

18. PROVISIONS SPECIFIC TO .LUXURY REGISTRATIONS

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has 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 Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .LUXURY Registry.

Notwithstanding anything in this Agreement to the contrary, Luxury Partners, LLC, the Registry Operator of the .LUXURY 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 Luxury Partners, LLC have vested and that Luxury Partners, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the .LUXURY TLD. Additionally, the third party beneficiary rights of Luxury Partners, LLC shall survive any termination of this Agreement.

19. PROVISIONS SPECIFIC TO .MOBI REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) that the Registry Operator and the Registry Service Provider will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the limited industry launch, Sunrise Period, Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute made during the limited industry launch or over a Sunrise Registration.

You further acknowledge and agree that you shall comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide, which is hereby incorporated by reference. You consent to the monitoring of your website for compliance with the Style Guide, and acknowledge that the Style Guide is subject to modification by the dotmobi registry, and you acknowledge and agree that you will comply with any such changes in the time allotted.

<u>Indemnification</u>. You agree to 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 your domain name registration and or use. You also agree to indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and agents or 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 your domain name registration and or use. Both of these indemnification requirements shall survive the termination or expiration of this Agreement.

<u>Reservation of Rights</u>. We, the .MOBI Registry Operator and the Registry Services Provider, acting in consent with the Registry, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees and stockholders, for violations of the terms and conditions herein, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

<u>Third Party Beneficiary</u>. Notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("<u>dotmobi</u>"), 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 us 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.

Instant Mobilizer. You are hereby granted a personal, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the Instant Mobilizer service ("Service"), provided, however, You abide by the terms and conditions set forth. You shall not alter, modify, adapt or translate the whole or part of the Service in any way whatsoever. You may not create derivative works based on the Service. You may not rent, lease, assign, dispose of, novate, sub-license or otherwise transfer any of its rights to use the Service to any third party. In the event that the volume of traffic to You from Your use of the Service is sufficient so as to jeopardize the provision of Service for other end users, Go Daddy and its licensors reserve the right to, at its sole discretion, permanently or temporarily, discontinue Your use of the Service. For the avoidance of doubt, the volume of traffic generated by You should not exceed two thousand (2,000) page views per day. You acknowledge and agree the text "Instant Mobilizer from dotMobi" or equivalent, will be inserted at the footer of Your site. In the event a dotMobi domain to which the Service is being provided is transferred to another domain name registrar, the Service will be interrupted on that dotMobi domain, and Service will not be restored if the new registrar does not offer the Service.

20. PROVISIONS SPECIFIC TO .MENU REGISTRATIONS

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has 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 Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .MENU Registry.

Notwithstanding anything in this Agreement to the contrary, Wedding TLD2, LLC, the Registry Operator of the .MENU 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 Wedding TLD2, LLC have vested and that Wedding TLD2, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the .MENU

TLD. Additionally, the third party beneficiary rights of Wedding TLD2, LLC shall survive any termination of this Agreement.

21. PROVISIONS SPECIFIC TO .NAME REGISTRATIONS

<u>Eligibility Requirements</u>. As a .NAME domain name registrant, you hereby certify to the best of your knowledge that the name you are registering is your legal, personal name, or that you own the intellectual property rights to that name. If at any time it is discovered that it is not your legal personal name, or your intellectual property, the .NAME Registry Operator, Global Name Registry (GNR) and us reserve the right to cancel your registration without refund, or transfer it to another party. In addition to the above, you agree to be bound by the provisions of the Eligibility Requirements Dispute Resolution Policy, which is incorporated herein.

<u>Acknowledgements</u>. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator 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, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless GNR and its subcontractors, and the directors, officers, employees, affiliates 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. This indemnification requirement shall survive the termination or expiration of this Agreement.

<u>Reservation of Rights</u>. We and the Registry Operator expressly reserve the right to deny, cancel or transfer any registration or transaction, or place any registered domain name on registry lock, hold or similar status, or additionally for SLD email forwarding implement throttling/blocking and/or size limitations, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, and employees, per the terms of this Agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

<u>Defensive Registration</u>. A Defensive Registration is a registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the name you wish to register is subject to a Defensive Registration, you have three (3) options: (i) you may register a variation of the name, (ii) you may challenge the Defensive Registration under the Eligibility Requirements Dispute Resolution Policy, or (iii) you may request Consent from the Defensive Registrant. You can request Consent by contacting the Defensive Registrant listed in the GNR Whois database and requesting consent to register the .NAME domain name. If the Defensive Registrant grants consent, they must confirm in writing that they grant consent. If the Defensive Registrant does not grant consent, you may wish to challenge the Defensive Registration under the ERDRP.

<u>Acceptable Use Policy</u>. You agree to be bound by the .NAME Acceptable Use Policy, which is hereby incorporated by reference. Among other limitations, this policy prohibits you from using your .NAME Email to engage in Spamming activities. You will be limited to a maximum of five hundred (500) messages sent from your .NAME at a time.

22. PROVISIONS SPECIFIC TO.NET REGISTRATIONS

You agree to indemnify, defend and hold harmless the .NET Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates 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.

23. PROVISIONS SPECIFIC TO .ORG REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator 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, the ability or inability of a registration.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless the .ORG Registry Operator, Public Interest Registry, and its subcontractors, and the directors, officers, employees, affiliates 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. This indemnification requirement shall survive the termination or expiration of this Agreement.

<u>Reservation of Rights</u>. We and the Registry Operator expressly reserve the right to deny, cancel or transfer any registration or transaction, or place any registered domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, and employees, per the terms of this Agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to place on registry lock, hold or similar status a domain name during resolution of a dispute.

24. PROVISIONS SPECIFIC TO .UNO REGISTRATIONS

You agree to comply with Registry's Acceptable Use policies and Terms of Service, if any, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

25. PROVISIONS SPECIFIC TO .US REGISTRATIONS

<u>Eligibility Requirements</u>. As a .US domain name registrant, you hereby certify to the best of your knowledge that you meet all of the .US Nexus Requirements, which provide that registrants must be either (i) a natural person (a) who is a United States citizen, (b) who is a permanent resident of the United States or any of its possessions or territories, or (c) whose primary place of domicile is in the United States of America or any of its possessions; or (ii) an entity or organization that is (a) incorporated within one of the fifty United States, the district of Columbia, or any of the United

States' possessions or territories or (b) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories; or (iii) a foreign entity or organization that has a bona fide presence in the United States of America or any of its possession or territories.

<u>Acknowledgements</u>. You acknowledge and agree that we have requested specific information regarding how the Registrant meets the Nexus Requirements and that Registrant has willingly volunteered such information. Registrant understands and agrees that such information will be verified and will be shared with the .US Registry. You further acknowledge and agree that if such information cannot be verified, or if Registrant fails to continue to abide by the Nexus Requirements, the registered domain name shall be subject to immediate cancellation.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless the .US Registry Operator, NeuStar, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's domain name registration and use of any registered domain name. This indemnification requirement shall survive the termination or expiration of this Agreement.

<u>.US Restrictions</u>. The name servers listed for all .US domain names must be based within the United States of America or any of its possessions or territories. Further, you acknowledge and agree that you are not permitted to purchase private or proxy .US registrations. You shall register for any and all .US registrations using your personal information, which information you represent and warrant is current, accurate and complete.

<u>One Year Registration</u>. If you are registering a .US domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .US domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .US domain name during the first year, you will automatically be charged the second year renewal fees.

26. PROVISIONS SPECIFIC TO .WS REGISTRATIONS

You agree to indemnify, defend and hold harmless the .WS Registry Operator, Global Domains International, Inc., and its directors, officers, employees, agents, and affiliates 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.

27. PROVISIONS SPECIFIC TO .XXX REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, eligibility requirements, policies and agreements, and any and all updates, revisions and modifications thereto, of the .XXX Registry Operator, ICM Registry, which are set forth on its website at www.icmregistry.com and are hereby incorporated by reference. You further acknowledge having read and understood and agree to be bound by the terms and conditions of the Registry Operator's Registry-Registrant Agreement, which are incorporated herein.

<u>Membership ID</u>. Please be aware that the Registry does not validate that the membership identification number ("Membership ID") associated with an individual .XXX TLD is the correct Membership ID for such individual .XXX TLD; only that it is a valid Membership ID for any .XXX TLD. As a registrant of an .XXX TLD, you are solely responsible for keeping your Membership ID secure and for any activity that occurs on your account, whether authorized by you or not.

28. OTHER COUNTRY CODE TOP LEVEL DOMAINS

You represent and warrant that you meet the eligibility requirements of each ccTLD you apply for. You further agree to be bound by any registry rules, policies, and agreements for that particular ccTLD. These may include, but are not limited to, agreeing to indemnify the ccTLD provider, limiting the liability of the ccTLD provider, and requirements that any disputes be resolved under that particular country's laws.

29. PROVISIONS SPECIFIC TO .AG REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, Nic AG Limited's, website, and which are incorporated herein.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless the .AG Registry Operator and its directors, officers, shareholders, related companies, 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 use thereof.

30. PROVISIONS SPECIFIC TO .AM REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, ISOC-AM, website, which are incorporated herein. You further acknowledge having read and understood and agree to be bound by the BRS Media .AM Domain Name Registration Terms & Conditions, which are also hereby incorporated by reference.

31. PROVISIONS SPECIFIC TO .ASIA REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, DotAsia Organisation Limited ("<u>DotAsia</u>"), website, and which are incorporated herein.

You further acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .ASIA Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy; (iv) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; (v) comply with the .ASIA Charter Eligibility Requirement; and (vi) submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property rights holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

You, acting as Registrant Contact, represent and warrant that you have made known to the Charter Eligibility Declaration Contact (the "<u>CED Contact</u>"), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the domain name in the event of a dispute or a challenge over your legal entitlement to or the ownership of the domain name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time. You, acting as Registrant Contact, agree that you have obtained an agreement from the CED Contact that you shall remain the Operating

Contact for all operations of the domain name, including but not limited to domain name transfer and updates.

<u>Indemnification</u>. You agree to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia 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. This indemnification requirement shall survive the termination or expiration of this Agreement.

<u>Reservation of Rights</u>. We and the .ASIA Registry Operator expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to protect the integrity, security and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

<u>Third Party Beneficiary</u>. Notwithstanding anything in this Agreement to the contrary, DotAsia 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 DotAsia have vested and that DotAsia has relied on its third-party beneficiary rights under this Agreement in agreeing to us being a registrar for the .ASIA top level domain. Additionally, the third-party beneficiary rights of DotAsia shall survive any termination or expiration of this Agreement.

32. PROVISIONS SPECIFIC TO .AT REGISTRATIONS

You understand and agree that in order to register a .AT domain name, a pre-registration DNS validation check is required by the Registry. If you are registering a .AT domain name, you further acknowledge and agree to obey, comply with and be bound by any and all registry rules, eligibility requirements, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's website, and which are incorporated herein.

33. PROVISIONS SPECIFIC TO .AU REGISTRATIONS

<u>auDA and Registrar's Agency</u>. In this Agreement, **auDA** means .au Domain Administration Limited ACN 079 009 340, the .au domain names administrator. The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this Agreement. auDA is an intended third party beneficiary of this Agreement.

<u>auDA Published Policy</u>. In this clause, **auDA Published Policies** means those specifications and policies established and published by auDA from time to time on its website. Registrant must comply with all auDA Published Policies, as they are incorporated into and form a part of this Agreement. In the event of any inconsistency between any auDA Published Policy and this Agreement, then the auDA Published Policy will prevail to the extent of such inconsistency. Registrant acknowledges that under the auDA Published Policies (i) there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement, (ii) Registrant is bound by and must submit to the .au Dispute Resolution Policy; and (iii) auDA may delete or cancel the registration of a .AU domain name.

<u>auDA's Liabilities and Indemnity</u>. To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of

data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors. Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .AU domain name. Nothing in this document is intended to exclude the operation of the *Trade Practices Act 1974*.

<u>Warrants</u>. You represent and warrant that each of the warranties to us and auDA, as specified in auDA's Mandatory Terms and Conditions Applying to .au Domain Name Licences (2008-07), and any other policy introduced by auDA in substitution, replacement or amendment to that policy. These warranties include, without limitation, that all information supplied to us for the registration of the domain name are true, complete and correct. You accept that auDA or we can cancel the registration of the domain name if any of these warranties are not true.

By submitting an application or renewing your domain name, you represent and warrant that: (a) all information provided to register or renew the domain name (including all supporting documents, if any) is true, complete and correct, and is not misleading in any way, and the application is made in good faith; (b) you meet, and will continue to meet, the eligibility criteria prescribed in auDA Published Policies for the domain name for the duration of the domain name license; (c) you have not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application; (d) you acknowledge and agree that even if the domain name is accepted for registration, your entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and (e) you acknowledge and agree that auDA or the registrar can cancel the registration of the domain name if any of the warranties set forth above are found to be untrue, incomplete, incorrect or misleading.

34. PROVISIONS SPECIFIC TO .BE REGISTRATIONS

You understand and agree that in order to register a .BE domain name, a pre-registration DNS validation check is required by the Registry. If you are registering a .BE domain name, you acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, DNS.BE, website, and which are incorporated herein.

35. PROVISIONS SPECIFIC TO .BR REGISTRATIONS

If you are registering a .BR domain name, you acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, NIC.BR, website, and which are hereby incorporated by reference.

36. PROVISIONS SPECIFIC TO .BZ REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, Belizenic, website, and which are incorporated herein.

<u>Reservation of Rights</u>. The .BZ Registry expressly reserves the right to instruct its registry services provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of the .BZ Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees and stockholders, for violations of this Agreement, or to correct mistakes made by the .BZ Registry or us in connection with a domain name registration. The .BZ Registry also reserves

the right to place on lock, hold or other similar status any domain name during resolution of a dispute.

37. PROVISIONS SPECIFIC TO .CAREGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, CIRA, website, and which are hereby incorporated by reference.

You acknowledge and agree that registration of your selected domain name in your first application to CIRA shall not be effective until you have entered into and agreed to be bound by CIRA's Registrant Agreement.

You acknowledge and agree that registration of a domain name does not create any proprietary right for you, the registrar, or any other person in the name used as a domain name or the domain name registration and that the entry of a domain name in the Registry or in the Whois shall not be construed as evidence or ownership of the domain name registered as a domain name. You shall not in any way transfer or purport to transfer a proprietary right in any domain name registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration.

<u>Reservation of Rights</u>. CIRA may, at its option, extend any period for the registration of a Domain Name at no charge to the registrar or you for such further period of time as CIRA may determine, in its sole discretion.

CIRA shall have the right, at any time and from time to time, acting reasonably, to amend the Registrar Agreement between CIRA and the registrar, and any or all of the Registry PRP and to adopt new Registry PRP not yet in effect. Any such amendment will be binding and effective on the registrar thirty (30) days after CIRA gives notice of such amendment by email to the registrar. The registrar and you agree to promptly amend the agreement between the registrar and you to reflect any amendments to Section 4.2 of the Registrar Agreement between CIRA and the registrar.

You further acknowledge and agree that the registrar may make changes to the Administrative Contact details at any time without having to comply with the change of critical information approval process (as set out in the applicable Registry PRP), provided you have granted your registrar the authority to do so and have not revoked said authority. If you have two (2) or more registrars, only one (1) of your registrars may be granted said authority. You may at any time revoke said authority or provide said authority to another of your Registrars.

You acknowledge and agree that your registrar may, in accordance with the applicable Registry PRP, cancel your Domain Name Registrations within seven (7) days of activation and cancel the renewal of your domain name registration provided that the renewal term has not yet commenced.

<u>Limitations</u>. You shall not, directly or indirectly, through registration or use of your domain name or otherwise violate or contribute to the violation of the intellectual property rights or other rights of any other person, defame or contribute to the defamation of any other person, or unlawfully discriminate or contribute to the unlawful discrimination of any other person.

You acknowledge and agree that CIRA shall not be liable to you for any loss, damage, or expense arising out of CIRA's registration or failure or refusal to register a domain name, CIRA's renewal or failure or refusal to renew a domain name registration, CIRA's transfer or failure or refusal to transfer a domain name registration, CIRA's maintenance, modification, or failure or refusal to maintain or modify a domain name registration, CIRA's cancellation or failure to cancel a domain name registration, the loss of membership in CIRA resulting from CIRA's cancellation of a domain name registration from the Registry or from a member's failure to comply with the Registry PRP, or CIRA's refusal to admit an applicant as a member. You acknowledge and agree that CIRA shall

not be liable to you for any loss, damage, or expense arising as a result of the disclosure or failure to disclose registrant information in the WHOIS or as permitted in the Registry PRP. You acknowledge and agree that CIRA shall not have any liability to you for any loss, damage or expense arising as a result of any correspondence from a third party which CIRA reviews or sends to you or for CIRA's failure, or delay, in reviewing or sending such correspondence.

In no event shall you pursue any claim against CIRA and in no event shall CIRA be liable for any direct, indirect, special, punitive, exemplary or consequential damages including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue, or third-party damages or arising from any breach by the registrar of its obligations under any agreement between the registrar and you or the Registrar Agreement between CIRA and the registrar.

You agree that CIRA shall not be responsible for the use of any domain name in the Registry and that CIRA shall not be responsible in any way whatsoever for any conflict or dispute with or any actual or threatened claim against a registrar or you, including one relating to a registered or unregistered trade-mark, a corporate, business, or other trade-name, rights relating to a name or other identifying indicia of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other Person.

<u>CIRA Certified Registrar</u>. The registrar shall immediately give notice to you in the event that it is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated, or the Registrar Agreement between CIRA and the Registrar is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to the registrants thereof. In the event that the registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated or in the event the Registrar Agreement between CIRA and the Registrar of Certified Registrar suspended or terminated or in the event the Registrar Agreement between CIRA and the Registrar is terminated or expires, you shall be responsible for changing your Registrar of Record to a new CIRA Certified Registrar or (ii) CIRA in accordance with CIRA's then current Registry PRP; provided, however, that if any of your domain name registrations are scheduled to expire within thirty (30) days of the egistrar and to renew such domain name registration(s), to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with the Registry PRP.

You acknowledge and agree that should there be insufficient funds prepaid by the registrar in the CIRA Deposit Account to be applied in payment of any fees, CIRA may in its sole discretion stop accepting applications for domain name registrations from the registrar, stop effecting registrations of domain names and transfers, renewals, modifications, and cancellations requested by the registrar and stop performing other billable transactions requested by the registrar not paid in full and CIRA may terminate the Registrar Agreement between CIRA and the Registrar.

<u>.CA ASCII and IDN domain variants</u> are bundled and reserved for a single registrant. Registrants are not required to register all variants in a bundle, but all registered variants must be registered and managed at a single registrar. Each variant registered will incur a registration fee. In addition, when registering multiple .CA domain (ASCII and IDN) variants in a bundle, your registrant information **must be identical**. If variants are registered at other registrars or if registrant information does not match, it may result in an "unavailable" search result, delayed or failed registration. If information does not match, validation is required and may take up to seven business days and delay availability of domain.

38. PROVISIONS SPECIFIC TO .CC REGISTRATIONS

<u>Acknowledgements</u>. You represent and warrant that you meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available here and are incorporated herein.

Indemnification. You agree to indemnify, defend and hold harmless the .CC Registry Operator, Verisign, Inc., and its directors, officers, employees, agents, and affiliates 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.

39. PROVISIONS SPECIFIC TO .CN REGISTRATIONS

<u>Limitations on Registration</u>. You may not register or use a domain name that is deemed by China Internet Network Information Center ("<u>CNNIC</u>") to (i) be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("<u>PRC</u>"); (ii) jeopardize national security, leak state secrets, intend to overturn the government, or disrupt the state of integrity of the PRC; (iii) harm national honor and national interests of the PRC; (iv) instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC; (v) violate the PRC's religion policies or propagate cult and feudal superstition; (vi) spread rumors, disturb public order or disrupt social stability of the PRC; (vii) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC; or (ix) take any other action prohibited in laws, rules and administrative regulations of the PRC.

<u>Restrictions on Transfer of cnTLD Domain Names</u>. You understand that you may not transfer to or from a domain name registrar that is headquartered or controlled by an entity located inside China.

<u>Jurisdiction</u>. For the adjudication of disputes concerning or arising from use of the registered .CN domain name, you agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) your domicile state, (2) Arizona, and (3) the People's Republic of China.

<u>Suspension of Service</u>. You agree that your registration of a .CN domain name shall be subject to suspension, cancellation, or transfer pursuant to any NeuLevel or CNNIC adopted specification or policy.

<u>Compliance with CNNIC Dispute Resolution Policy</u>. You agree to obey, comply with and be bound by the CNNIC Dispute Resolution Policy and any and all updates, revisions and modifications, which may be made by CNNIC from time to time, and which is incorporated herein.

<u>*Right to Accept Notice.*</u> You give us the right to accept written complaints from third parties against false and/or inaccurate Whois data and you agree to follow any procedural regulation that may exist between the .CN registry operator, currently NeuLevel Inc. and us.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless the .CN Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates 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. This indemnification requirement shall survive the termination or expiration of this Agreement.

<u>.CN Registration Restrictions</u>. You acknowledge and agree that you are not permitted to purchase private or proxy .CN registrations. You shall register for any and all .CN registrations using your personal information, which information you represent and warrant is current, accurate and complete.

40. PROVISIONS SPECIFIC TO .CO REGISTRATIONS

<u>Acknowledgements</u>. You shall comply with the operational standards, policies, procedures, and practices for the .CO TLD as set forth in the MINTIC Agreement as updated from time to time by the Registry in a non-arbitrary and non-discriminatory manner including, without limitation, adopted ICANN policies.

You further hereby acknowledge and agree that (i) the registration and exclusive and perpetual right of use and enjoyment for any registered name may be cancelled if the Registry determines

that you have provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event you violate any of the terms of this Agreement; (ii) you will follow and be bound by all Registry policies (including, without limitation, the Administrator Privacy Policy), as the same may be updated, modified or replaced from time to time, and to subject yourself to any dispute resolution process for the resolution of disputes regarding registered names that may be adopted by Registry, as the same may be updated, modified or replaced from time to time including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property rights holders; (iii) your domain name may be suspended, terminated, canceled or transferred in the interest of safeguarding compliance with Registry's security or registration policies or as a result of a dispute resolution; (iv) all official contact, correspondence and/or other information sent from or on behalf of Registry or any other relevant official will be transmitted to the administrative contact information that appears in the Registry Database and that the designated administrative contact is authorized to receive all such communication and information; (v) you assume all responsibility and liability arising out of any assignment by you of the registered name including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain name of the registered name or any website associated with the registered name; (v) neither acceptance of your registration request nor the actual registration of any registered eomain shall be deemed an indication that Registry or the Colombian Government has made any determination regarding the legality of the registration, the extent to which your registration and exclusive and perpetual right of use and enjoyment of the registered name may violate any applicable laws, rules, regulations, policies, procedures, ordinances or decrees or infringe on the rights of any other person, and that neither Registry nor the Colombian Government shall have any liability or responsibility arising therefrom; and (vii) shall be bound by the terms and conditions of the initial launch and general operation of the .CO TLD. including without limitation the sunrise and landrush periods, and the corresponding dispute resolution policies, and that administrator shall have no liability of any kind for any loss or liability resulting from (a) the ability or inability of you to obtain a registered name during these periods, or (b) the results of any dispute procedures.

<u>Dispute Resolution</u>. You acknowledge that you have read and understand and agree to be bound by the terms and conditions of the Uniform Domain Name Dispute Resolution Policy adopted by ICANN (the "<u>UDRP</u>"), as the same may be amended from time to time, and which is hereby incorporated and made an integral part of this Agreement. The UDRP policy, which is hereby adopted by Registrar as an Adopted ICANN Policy, sets forth the terms, conditions and procedures that govern disputes between you and any party other than the Registry over the registration and/or use of a registered name. Registry will not review, monitor, or otherwise verify that any particular registered name is being used in compliance with the UDRP process, any other Registry Policy or any Governmental Requirement.

<u>Indemnification</u>. You agree to (within thirty days of demand) indemnify, defend and hold harmless the .CO Registry and us, and our respective affiliates and subsidiaries, as well as each of our respective owners, directors, managers, officers, employees, contractors, service providers 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 in any way to your domain name registration including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent, which consent shall not be unreasonably withheld. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

<u>Jurisdiction</u>. The adjudication of all disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any registered name or otherwise relating to the .CO domain name between you and the Registry shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogotá, Colombia.

41. PROVISIONS SPECIFIC TO .CO.ZA REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found here and are incorporated herein by reference.

42. PROVISIONS SPECIFIC TO .CZ REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here, and which are incorporated herein by reference.

43. PROVISIONS SPECIFIC TO .DE REGISTRATIONS

<u>Acknowledgements</u>. You represent and warrant that you meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

<u>Registration Restrictions</u>. You represent and warrant that you or your administrative contact has a German address, which cannot be a P.O. Box. You may not use the names of other top level domains (e.g. .ARPA, .COM, .EDU, .GOV, .INT, .NET, .NATO, .MIL, .ORG and all country-related TLDs) or German automobile identification numbers as domain names.

In the event that you cannot fulfill the registration guidelines, you have the option of using a trustee service. By using the .de trustee services, you agree to be bound by the .DE Trustee Agreement, which is hereby incorporated by reference.

<u>Local Presence Service</u>. If you do not provide an administrative contact ("<u>Admin-C</u>") with a German address, then you shall be subject to the local presence service terms and conditions, which are part of the registration guidelines for this ccTLD. You also agree to the following:

i. We and you hereby request and authorize Key-Systems to list an individual designated by Key-Systems as Admin-C for the requested DENIC domain name(s). Neither Key-Systems nor the Admin-C are required to monitor the legality of the domain name use including, but not limited to, contents and services offered.

ii. We and you acknowledge and agree that Key-Systems and/or the Admin-C may, without any liability to you or any third party, take such steps as in the opinion of Key-Systems and/or the Admin-C are necessary in order to (a) limit Key-System's and/or the designated Admin-C's liability related to, directly or indirectly, the DENIC domain name(s); (b) comply with any laws, regulations or other legal requirements; and/or (c) address any letter, causes of action, suits, proceeding, complaints, cease and desist orders and demands of any kind or any other inquiry from DENIC or any other third party related to the DENIC domain name(s). Such actions may include, but are not limited to, (a) disabling the website pending resolution of the conflict and/or redirecting the DENIC domain name(s) to a blank page or placeholder; (b) cancelling the registration of the DENIC domain name(s); (c) ceasing administration of the domain name and placing it in a transit state; (d) removing or replacing the Admin-C from or in the Whois record, (e) redirecting the DENIC domain name(s) to an alternate IP address; (f) allowing the registration of the DENIC domain name(s) to lapse; (g) transferring the registration to an individual or entity which is awarded the registration through any court proceeding, arbitration, or by DENIC; (h) settling any and all third-party claims, whether threatened or made, arising out of your use of the DENIC domain name(s); and/or (i) terminating the Local Presence Service. We and you undertake to respond in writing to requests by Verisign and/or the Admin-C immediately within time limits set by Key-Systems and/or the Admin-C. Unless a different response deadline is requested in writing by Key-Systems and/or the Admin-C, we and you agree to respond in writing to such requests within forty-eight (48) hours. Correspondence sent to us or you shall be regarded as delivered. Key-Systems or the Admin-C may, at its own discretion, request a security for its expenses

which may occur in case a third party alleges that the use of the domain name is an infringement of laws. The amount of security will be determined at the Admin-C discretion in accordance with the Court Costs (GKG) and the Attorney's Remuneration Act (RVG). The security must be paid in cash or guaranteed by a major German bank or savings bank (Sparkasse) within the time limit set by Key-Systems and/or the Admin-C.

iii. WE AND YOU ACKNOWLEDGE AND AGREE THAT KEY-SYSTEMS AND THE ADMIN-C SHALL HAVE NO LIABILITY TO YOU, US, OR ANY THIRD PARTY RELATED TO, DIRECTLY OR INDIRECTLY, THE LOCAL PRESENCE SERVICES AND/OR THE EXERCISE OF ANY OF THEIR RIGHTS UNDER THESE LOCAL PRESENCE SERVICES TERMS AND CONDITIONS. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, KEY-SYSTEM'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

iv. We and you agree to release, defend, indemnify and hold harmless Key-Systems, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and the individual designated as Admin-C for the DENIC domain name(s), from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable attorneys' fees, arising out of or related in any way to, the Local Presence Services, the DEMINC domain name(s), and/or your use of the DEMIN domain name(s).

44. PROVISIONS SPECIFIC TO .ES REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

45. PROVISIONS SPECIFIC TO .EU REGISTRATIONS

<u>Registration Restrictions</u>. You acknowledge and agree that you are not permitted to purchase private or proxy .EU registrations. You shall register for any and all .EU registrations using your personal information, which information you represent and warrant is current, accurate and complete. Further, you acknowledge and agree that you are not permitted and shall not attempt to register any .EU registrations unless you have a physical presence in the European Union.

<u>Compliance with Applicable Law</u>. You agree to obey, comply with and be bound by any and all applicable laws, regulations and administrative policies promulgated by the European Registry of Internet Domain Names ("<u>EURID</u>").

<u>Compliance with EURID Rules</u>. You agree to obey, comply with and be bound by EURID rules and regulations and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time, including, but not limited to, their dispute policies, and the .EU Domain Name Registration Terms and Conditions and the .EU Domain Name Registration Policy, both of which are hereby incorporated by reference.

<u>Compliance with EURID Domain Name Whois Policy</u>. You agree to obey, comply with and be bound by the EURID Domain Name Whois Policy and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time, and which is incorporated herein.

<u>Jurisdiction</u>. For the adjudication of disputes concerning or arising from use of the registered .EU domain name, you agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) your domicile state, (2) the State of Arizona and (3) the

United Kingdom.

<u>Sunrise and General Pre-registration Applications</u>. You acknowledge and agree that the submitting of a "Sunrise or General Pre-registration Application" does not ensure that a domain name shall be successfully awarded or registered. In the event that an application does not result in a successful registration, the registration fee shall be refunded. In the case of a "Sunrise Application" where an application fee was collected, a portion of that fee shall be refunded after the deduction of a handling fee, which you acknowledge and agree is subject to change based on fluctuations in the US Dollar and Euro exchange rates.

<u>Dispute Resolution/ADR</u>. EURID offers an alternative procedure for resolving disputes concerning .EU domain names, which can be found here. When applicable, you acknowledge such procedure and agree that you shall comply with and abide by its terms and conditions, which are also incorporated herein.

46. PROVISIONS SPECIFIC TO .FM REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

47. PROVISIONS SPECIFIC TO .FR REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

In the event that you cannot fulfill the registration guidelines, you have the option of using a trustee service. By using the .FR trustee services, you agree to be bound by the .FR Trustee Agreement, which is hereby incorporated by reference.

48. PROVISIONS SPECIFIC TO .GS REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

49. PROVISIONS SPECIFIC TO .IN REGISTRATIONS

<u>Acknowledgements</u>. You agree to be bound by current and future .IN registry policies as indicated on the .IN registry website, and which are incorporated herein. You further acknowledge and agree the .IN registry reserves the right to instruct its registry services provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion to (i) protect the integrity and stability of the registry; (ii) comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) avoid any liability, civil or criminal, on the part of the .IN Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of this Agreement (including its Exhibits); or (v) to correct mistakes made by the .IN registry or any registrar in connection with a domain name registration. The .IN registry also reserves the right to freeze a domain name during resolution of a dispute.

<u>Domain Name Dispute Policy</u>. You agree to be bound by the policy and procedures for resolution of disputes concerning registered .IN domain names in accordance with the .IN Registry's Domain Name Dispute Resolution Policy.

50. PROVISIONS SPECIFIC TO .IT REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and

all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, including without limitation the Assignment and Management of Domain Names in the ccTDL.IT and Dispute Resolution in the ccTLD.IT, both of which are hereby incorporated by this reference.

<u>Registration Restrictions</u>. Unless you complete your domain name registration using our feebased trustee service, you specifically represent and warrant that you (i) are a citizen or resident in a country belonging to the European Union (in the case of registration for natural persons); (ii) are established in a country belonging to the European Union (in the case of registration for other organizations); (iii) are entitled to the use and/or legal availability of the domain name applied for, and that it does not prejudice, with the request for registration, the rights of others; (iv) are aware and agree that in the case of erroneous or false declarations in this request, the Registry shall immediately revoke the domain name, or proceed with other legal actions (In such case the revocation shall not in any way give rise to claims against the Registry or us); (v) release the Registry and us from any liability resulting from the assignment and use of the domain name by the natural person or organization that has made the request; and (vi) accept Italian jurisdiction and laws of the Italian State.

If you use the trustee service for your .it domain registration, you acknowledge and agree that your registration is subject to the review and approval of the trustee. The trustee service will review your registration request within twenty four hours of receipt. If your registration request is approved, your domain name will be registered. If your registration request is denied, your domain name will not be registered and you will receive a refund of any registration fees paid.

51. PROVISIONS SPECIFIC TO .JP REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's website and are incorporated herein.

<u>Registration Restrictions</u>. You represent and warrant that you have a local presence in Japan with a home or office address. You agree that certain domain names are reserved and can only be registered by certain parties. These include: (i) TLDs, other than ccTLDs, as determined by ICANN; (ii) geographical-type .JP domain names that are defined as metropolitan, prefectural, and municipal labels; (iii) names of primary and secondary educational organizations; (iv) names of organizations related to Internet management; (v) names required for .JP domain name operations; and (vi) character strings which may be confused with ASCII-converted Japanese domain names. The complete list of .JP Reserved Domains is available here.

52. PROVISIONS SPECIFIC TO .LA REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, polices and agreements and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

53. PROVISIONS SPECIFIC TO .ME REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to obey, comply and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and which are incorporated herein.

You further acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of your personal data by the registry operator and its designees and agents; (ii) submit to proceedings commenced under any dispute policy implemented by the registry including, without limitation, the Domain Name Dispute Resolution Policy referenced on the registry's website at www.domain.me/DRP; (iii) immediately correct and update the registration information for each registered name during the registration term for the registered

name; and (iv) acknowledge that the registry will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise or Land Rush periods including, without limitation, the ability or inability of a registrant to obtain a registered name during these periods and the results of any dispute procedures.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless the .ME Registry, its owners, subsidiaries, affiliates, subcontractors and agents, and the respective directors, officers, employees, affiliates 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 your domain name registration or the use of any domain name registered in the TLD by or on your behalf.

<u>Reservation of Rights</u>. The Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain names on registry lock, hold or similar status, that it deems necessary, in its sole discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, to avoid any liability, civil or criminal, on the part of the registry, as well as its owners, affiliates, subsidiaries, officers, directors, and employees, for violations of any of the policies, terms or conditions established by the registry including, without limitation, the Registry Policies, or to correct mistakes made by the registry or us in connection with a domain name registration. The Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute proceeding.

<u>Other Dispute Policies</u>. You acknowledge and agree to submit to proceedings commenced under other dispute policies as set forth by the Registry from time to time including, but not limited to, expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the registry system for the TLD.

54. PROVISIONS SPECIFIC TO .MS REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and which are incorporated herein.

55. PROVISIONS SPECIFIC TO .MX REGISTRATIONS

<u>Acknowledgements</u>. You warrant and represent that you meet all of the eligibility requirements to register a .MX domain name, and you agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration policies for this ccTLD are available here and are incorporated herein.

<u>Limitations</u>. You acknowledge and agree that by registering a domain name, you are not acquiring any property rights in that domain name. You further acknowledge and agree that we will not resolve disputes over domain name ownership. If we are provided with a filed court dispute in a court of competent jurisdiction, the domain name will remained locked pending the court's decision.

IN NO EVENT SHALL THE .MX REGISTRY OPERATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE DOMAIN NAME, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF THE .MX REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

<u>Reservation of Rights</u>. You acknowledge and agree that a copy of the customer contact data you provide will be used as the initial domain name contact data and made public in the Whois database. You further acknowledge and agree that the .MX Registry has the right to publish and to reveal to third parties the information of a domain name, both in the Whois and to competent authorities that may request it, and that the registrar has the right to share the information of a domain name with the Registry, and that the Registry has the right to migrate a domain name form the registrar to another registrar in case of completion of the contract.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless the .MX registry operator, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to your domain name registration.

56. PROVISIONS SPECIFIC TO .NL REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD including, but not limited to, the registration guidelines, which are hereby incorporated by this reference. You further represent and warrant that all information provided by you is correct, complete and complies with all .NL General Terms and Conditions for .NL Registrants, which are also incorporated herein.

57. PROVISIONS SPECIFIC TO .NU REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein. You further acknowledge and accept that any disputes related to your registered domain name will be governed by ICANN's Uniform Domain Name Dispute Resolution Policy and the .NU Domain Ltd. Uniform Domain Name Dispute Resolution Policy and the related by reference.

58. PROVISIONS SPECIFIC TO .NZ REGISTRATIONS

You represent and warrant that you meet the eligibility requirements of this ccTLD. You understand and agree that in order to register a .NZ domain name, a pre-registration DNS validation check is required by the Registry. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD, which are located here and are incorporated herein. If you are registering a Second Level Domain under this ccTLD, you further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are also incorporated herein and made a part of this Agreement.

59. PROVISIONS SPECIFIC TO .PE REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found here, and are incorporated herein by reference.

60. PROVISIONS SPECIFIC TO .PH REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules and policies, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found here, and are incorporated herein by reference. You acknowledge and agree to obey, comply with, and be bound by the Domain Namse Service Agreement, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found here, and be bound by the Domain Namse Service Agreement, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found here, and is incorporated herein by reference.

61. PROVISIONS SPECIFIC TO .SE REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein by reference. You further acknowledge and agree that registrations for this ccTLD are provided in connection with 1API.

62. PROVISIONS SPECIFIC TO .SO REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found here and are incorporated herein by reference.

63. PROVISIONS SPECIFIC TO .TC REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein by reference.

64. PROVISIONS SPECIFIC TO .TK REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

65. PROVISIONS SPECIFIC TO .TV REGISTRATIONS

You represent and warrant that you meet the eligibility requirements of this ccTLD. You further acknowledge and agree to be bound by any registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which are available here and are incorporated herein.

66. PROVISIONS SPECIFIC TO .TW REGISTRATIONS

<u>Acknowledgements</u>. You acknowledge and agree to obey, comply with and be bound by any and all applicable laws, regulations and administrative policies promulgated by the Taiwan Network Information Center ("<u>TWNIC</u>").

<u>Compliance with TWNIC Rules</u>. You further agree to obey, comply with and be bound by all TWNIC rules and regulations and any and all updates, revisions and modifications, which may be made by TWNIC from time to time, which are hereby incorporated and made an integral part of this Agreement:

i. Supervision and Guidance Regulation for Internet Protocol (IP) Address and Domain Name Registration and Management Services;

- ii. Guidelines for Administration of Domain Name Registration;
- iii. Guidelines for Authorization of Domain Name Registration Services;
- iv. TWNIC Domain Name Dispute Resolution Policy; and
- v. Rules for TWNIC Domain Name Dispute Resolution Policy.

<u>*Right to Accept Notice.*</u> You give us the right to accept written complaints from third parties against false and/or inaccurate Whois data and you agree to follow any procedural regulation that may exist between the .TW registry operator and us.

<u>Governing Law</u>. With regards to .TW domain names only, this Agreement will be interpreted and governed by the Laws of Taiwan.

<u>Indemnification</u>. You agree to indemnify, defend and hold harmless the .TW Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates 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. This indemnification requirement shall survive the termination or expiration of this Agreement.

<u>.TW Registration Restrictions</u>. You acknowledge and agree that you are not permitted to purchase private or proxy .TW registrations. You shall register for any and all .TW registrations using your personal information, which information you represent and warrant is current, accurate and complete.

67. PROVISIONS SPECIFIC TO .UK REGISTRATIONS

You represent and warrant that you meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD including, but not limited to, the Terms and Conditions of Domain Name Registration and the Rules for registering a .UK domain name, both of which are incorporated herein. If you are registering a Second Level Domain under this ccTLD, you further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are also incorporated and made a part of this Agreement herein.

68. PROVISIONS SPECIFIC TO .VG REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

Revised: 11/7/2013 Copyright © 2000-2013 GoDaddy.com, LLC All Rights Reserved.