

Domain Name Registration Agreement

THIS AGREEMENT HAS A PROVISION FOR ARBITRATION OF DISPUTES BETWEEN THE PARTIES.

This Services Agreement ("Agreement") sets forth the terms and conditions of your use of domain name registration and related services ("Services"). In this Agreement "you" and "your" refer to you and the registrant listed in the WHOIS contact information for the domain name. "We", "us" and "our" refer to Name.com, Inc., the registrar for your domain name and provider of related Services.

1. YOUR AGREEMENT:

By using the Services, you agree to all terms and conditions of this Agreement, the UDRP (defined below), the URS (defined below), and any rules, policies, or agreements published in association with specific Services and/or which may be adopted or enforced by the Internet Corporation for Assigned Names and Numbers ("ICANN"), any registry, or governments.

2. CHANGES TO THIS AGREEMENT:

This Agreement may change over time, either through amendments by us, changes to ICANN policy or applicable law which may or may not be reflected in the text of this Agreement, or otherwise. Before any material changes to this Agreement become binding on you (other than changes resulting from a change in ICANN policy or applicable law), we will notify you of such changes by, for example, sending email to you at your email address of record. If, as a result of such a change, you no longer agree with the terms of this Agreement, your exclusive remedies are (a) to transfer your domain name registration services to another registrar, or (b) to cancel your Services, including domain name registration services, with us. Your continued use of the Services following notification of a change in this Agreement indicates your consent to the changes. Unless otherwise specified by us, any such change binds you: (1) thirty (30) days after we notify you of the change, or (2) immediately if such change is a result of a new or amended ICANN policy or applicable law.

3. REGISTRANT RIGHTS AND RESPONSIBILITIES:

ICANN has developed, in consultation with registrars, a webpage that identifies important registrant rights and responsibilities. The document provides a "plain language" summary of terms related to Registrant Rights and Responsibilities as set out in the Registrar

Accreditation Agreement (RAA), for posting on registrar websites. While some of the terms included do not specifically refer to registrants, those terms are included because of the potential import to understanding registrar/registrar relations. The document also summarizes registrant rights and responsibilities that arise within ICANN Consensus Policies and specifications, as those policies and specifications are incorporated into the RAA. The summarization of terms within this document do not override or replace the terms set forth in the RAA or within those specifications or policy. Please review these important [Registrant Rights and Responsibilities](#).

4. YOUR ACCOUNT:

You must create an account with Ambient Computer Services to use the Services ("Account"). You are solely responsible for maintaining, securing, updating, and keeping strictly confidential all login IDs and passwords, and for all access to and use of your Account by you or any third party (where applicable).

- a. ACCOUNT CONTACT INFORMATION AND DOMAIN NAME WHOIS INFORMATION:
 - i. You must provide certain current, complete and accurate information about you with respect to your Account information and with respect to the WHOIS information for your domain name(s). Within seven (7) days of any change to such information, you must update such information as needed to keep it current, complete and accurate. You must submit the following with respect to you, the administrative, technical, and billing contacts for your domain name registration(s) and other Services: name, postal address, e-mail address, voice telephone number, and where available, fax number. The type of information you are required to provide may change and you must provide such information and keep your Account information current. Not providing requested information may prevent you from obtaining all Services.
 - ii. You may provide information regarding the name-servers assigned to your domain name(s) and, if we are providing name-server services to you, the DNS settings for the domain name. If you do not provide complete name-server information, or if you purchase "Name Only" Services, we may supply this information (and point your domain name to a website of our choosing) until such time as you elect to supply the name-server information or until such time as you elect to upgrade from "Name Only" Services.
- b. OBLIGATIONS RELATING TO THE ACCOUNT AND WHOIS CONTACT INFORMATION:

- . If, in obtaining Services, you provide information about or on behalf of a third party, you represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) obtained the third party's express written consent to the disclosure and use of that party's information as set forth in this Agreement.
- i. You represent and warrant that the statements in your application are true and that no Services are being procured for any unlawful or abusive purpose, including but not limited to the infringement of any intellectual property right or other right; the distribution of malware; the abusive operation of botnets; phishing, fraudulent or deceptive practices; the unauthorized transfer to yourself or any other party of any domain name or Services; counterfeiting; or any other activity in violation of any laws, rules, or regulations (the "Illegal Uses"). Providing inaccurate or unreliable information, failing to update information within seven (7) days of any change, engaging in any Illegal Uses, or failing to respond for over fifteen (15) days to inquiries by us concerning the accuracy of Account and WHOIS contact information will constitute an incurable material breach of this Agreement and be a basis for suspension and/or cancellation of the Services.
- ii. iii. You are responsible for regularly monitoring email sent to the email address in your Account. You may lose your rights to the domain name(s) or your right to receive the Services if you do not respond appropriately and timely to an email sent in conjunction therewith.
- c. ACCESSING YOUR ACCOUNT:
 - . In order to change any of your Account or domain name WHOIS information, you must access your Account. It is your duty to safeguard your Account login identifier and password from any unauthorized use. Any person in possession of your Account login identifier and password will have both the ability and your authorization to modify your Account and domain name information, initiate transfers of your domain name(s) to other registrars, initiate registrant changes to your domain names which may terminate your rights to use such domain name(s), update DNS changes to your domain name(s) which may result in changes to the content associated with your domain name(s) and take other actions which may affect or terminate your rights and access to your domain name(s) and/or the Services.
 - i. We will take reasonable precautions to protect the information we obtain from you from loss, misuse, unauthorized access or disclosure, alteration or

destruction of that information and such reasonable precautions include procedures for releasing Account access information to parties who claim to have lost Account access information. If we take reasonable precautions in relation thereto, IN NO EVENT SHALL WE BE LIABLE IF SUCH REASONABLE PRECAUTIONS DO NOT PREVENT THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD AND, EVEN IF WE FAIL TO TAKE REASONABLE PRECAUTIONS, OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED BY THE LIMITATION OF LIABILITY PROVISION FOUND IN PARAGRAPH 13 BELOW IN THIS AGREEMENT.

- ii. If you contact us alleging that a third party has unauthorized access to your Account or domain names, we may charge you administrative fees, currently set at fifty dollars (US\$50) per hour, for our time spent in relation to the matter, regardless of whether or not we return control over the Account and/or domain name(s) to you. You will indemnify us for any reasonable attorneys' Fees and costs we may incur in relation to the matter, even if those fees and costs accrue as a result of defending an action, or responding to a threat of an action, initiated by You or a third party.

d. SHARING OF WHOIS INFORMATION:

- . We will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, any ICANN-authorized escrow service, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of your domain name registration services of the domain name. You irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of such information. We may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws, including by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with us.
- i. ICANN may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements

regarding WHOIS can be found at <http://www.icann.org/registrars/wmrp.htm> and elsewhere on the ICANN website at <http://www.icann.org/>.

5. OUR SERVICES

. DOMAIN NAME REGISTRATION.

- . We are an accredited registrar with ICANN for generic top level domain names ("gTLDs") (such as .com, .net, .org, etc.). ICANN oversees registrations and other aspects of the gTLDs. We also are a registrar for a variety of country code top level domain names ("ccTLDs") (such as .co.uk, .de, etc.). For a partial list of registry administrators and for more information on gTLDs, see <http://www.icann.org/tlds/>. Domain name registrations are not effective until the registry administrator puts them into effect. Domain name registrations are only for limited terms which end on the expiration date. For domain names which are created as a new registration out of the pool of available domain names, the term begins on the date the domain name registration is acknowledged by the applicable registry. For domain name registrations which were not returned to the pool of available domain names, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry.
- i. We are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator, including those arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration. You acknowledge that domain name registration is a service, domain name registrations do not exist independently from services provided pursuant to this or a similar registration agreement with a registrar, domain name registration services do not create a property interest and you have no such property interest in any domain name(s) which you may register with us.
- ii. If you submit an application for pre-registration of a domain name, we do not guarantee that the domain name will be secured for you, or that you will have immediate access to the domain name if secured.

a. AFTER MARKET DOMAIN NAMES:

- . We offer for sale domain names that are registered to third parties (also known as aftermarket domain names) in a variety of top level domain names ("After Market Domain Name(s)"). All After Market Domain Name registrations are offered on a first come, first served basis. If you are the first to complete an After

Market Domain Name registration application for a particular domain name, including payment of the purchase price we designate, we will initiate a transfer of the relevant After Market Domain Name to your Account. If the After Market Domain Name is at another domain registrar at the time of your purchase, we will transfer your purchased After Market Domain Name to us at no cost to you. At the time the After Market Domain Name is transferred to your Account, the After Market Domain Name will have an expiration date that is at least six (6) months after the date of transfer. Any subsequent renewals of the After Market Domain Name will be charged at the then-current renewal fee. Once you submit your order for an After Market Domain Name, you have entered into a valid, binding and enforceable contract to pay the designated purchase price for the After Market Domain Name. Because we are selling After Market Domain Names initially registered to third parties, we have no control and make no representations regarding the accuracy or legality of domain names advertised, the accuracy or legality of any domain name listing, or the right and the ability of the third party seller to transfer the After Market Domain Name or complete the transaction. We do not control whether or not third party sellers will complete a transaction. We reserve the right to reject or cancel your After Market Domain Name registration for any reason including, but not limited to, any pricing errors. In the event your After Market Domain Name registration is rejected or cancelled by us, for any reason, we will refund in full the amount of the purchase price for the After Market Domain Name as your sole remedy.

- i. Once the After Market Domain Name is transferred into your Account, such After Market Domain Name may not be transferred away from us to another registrar during the first sixty (60) days following the transfer, during which time the After Market Domain Name may be placed on transfer lock. All of your obligations under this Agreement which apply to the registration or renewal of domain name(s) created by you apply to any After Market Domain Name(s) acquired by you, including but not limited to prohibition against any Illegal Uses.
- b. NOT INCLUDED IN THE SERVICES:
 - . We are not responsible to determine whether the domain name(s) you select, or the use you or others make of the domain name(s), or other use of the Services, infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use or allow others to use infringe legal rights of others.

- i. We might be ordered by a court or arbitrator to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your Account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you. Our policy is to comply with court orders from courts of competent jurisdiction as well as UDRP and URS Panel decisions. If you contact us informing us that you are contesting a court order from a court of competent jurisdiction, we may, but are not obligated to, place a transfer lock on the domain name pending the outcome of the dispute. If you contact us informing us that you are contesting an adverse UDRP or URS Panel decision, your time limits and procedures to do so are subject to the requirements set forth in the UDRP or URS. We will not delay implementation of a UDRP or URS Panel decision based solely on your informing us that you intend to contest the decision.
- c. **USE OF FREE SERVICES:**
 - . In consideration for providing additional optional Services for which we do not charge an additional fee, including, but not limited to, free trials, URL forwarding, email forwarding, free parking page, free website hosting, free email services, or other free services which we may introduce from time to time ("Free Services"), we may display advertising in conjunction therewith through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to emails, or any other advertising means, and we may aggregate for our own use, related usage data by means of cookies and other similar means. You will not be entitled to any of the proceeds we may earn as a result of such advertising. We may discontinue any Free Services at any time with or without providing you prior notice.
 - i. From time to time we may provide you with free or low-cost domain name(s) registration services ("Promotional Name(s)"). If we do so, the services for the Promotional Name(s) will be placed in the same Account as your other domain name(s) and you will be listed as the registrant, though we may point the Promotional Name to IP address(es) of our choosing. If you want to assume control over the services provided to the Promotional Name, including the right to transfer or push the Promotional Name service to other registrars or other Accounts or the ability to control the DNS settings for the Promotional Name, you must pay the promotional registration fee or renewal fee, if any, and the terms of this Agreement will apply to such Promotional Name(s). If you do not want the

Promotional Name services, you may request that you be removed as the registrant of such Promotional Names and we may be listed as the domain name registrant or we may delete such domain names or make them available to others. For any domain name services, including these Promotional Names, for which you are listed as registrant but for which you do not pay the registration or renewal fee, we may assign name-servers to the domain name and point the domain name to IP address(es) designated by us until the registration or renewal fee is paid.

6. SERVICES PROVIDED AT WILL; TERMINATION OR SUSPENSION OF SERVICES:

- . We may reject your domain name registration application or elect to discontinue providing Services to you for any reason within thirty (30) days of a Service initiation or a Service renewal. Outside of this period, we may terminate or suspend the Services at any time for cause, which, without limitation, includes (i) registration of prohibited domain name(s), (ii) abuse of the Services, (iii) payment irregularities, (iv) allegations of illegal conduct or infringement of any third party intellectual property right or other right, (v) failure to keep your Account or WHOIS information accurate and up to date, (vi) failure to respond to inquiries from us for over fifteen (15) calendar days, or (vii) if your use of the Services involves us in a violation or alleged violation of any third party's rights or acceptable use policies, including but not limited to the transmission of unsolicited email or the violation or alleged violation of any intellectual property right or other right. No fee refund will be made when there is a suspension or termination of Services for cause.
- a. At any time and for any reason, we may terminate the Services thirty (30) days after we send notice of termination via mail or email, at our option, to the WHOIS contact information provided in association with your domain name registration. Following notice of termination other than for cause, you must transfer your domain name within such thirty (30) day notice period or risk that we may delete your domain name, transfer the registration services associated with your domain name to ourselves or a third party, or suspend or modify Services related to your domain name. If we terminate Services for a reason other than cause, we will provide a pro-rata refund of your fees.
- b. If we terminate or suspend the Services provided to you under this Agreement, we may then, at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously provided to you. If we have grounds to terminate or suspend Services with respect to one domain name or in

relation to other Services provided through your Account, we may terminate or suspend all Services provided through your Account.

- c. d. Your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure now in affect or which may come into effect at a later date, by any registrar or registry administrator procedures approved by an ICANN-adopted policy or any policy adopted by any ccTLD registry or governing body, to correct mistakes by us, another registrar or the registry administrator in administering the domain name or for the resolution of disputes concerning the domain name or as a result of any government decree, rule, law or regulation.

7. FEES

You agree to pay, prior to the effectiveness of the desired Services, the applicable Service fees set forth on the [domain names page](#) or otherwise communicated to you. In the event any of the fees for Services change, we will use reasonable efforts to give you thirty (30) days prior notice of such changes on the [domain name page](#) or by other reasonable means. Please check the [domain names page](#) often for any changes to our Services fees. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term, unless this Agreement specifically provides for a refund. At our option, we may require that you pay fees through a particular payment means (such as by credit card or by wire transfer) or that you change from one payment provider to another.

8. PAYMENT ISSUES:

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with your payment of fees for any Services, we may suspend access to any and all Accounts you have with us and all interests in and use of any domain name registration services, website hosting, and/or email services, including all data hosted on our systems may be assumed by us, as the case may be, or may be terminated. We may reinstate your rights to and control over these Services solely at our discretion, and subject to our receipt of the unpaid fees and our then-current reinstatement fee set forth on the [domain name page](#) or otherwise communicated to you. If you have an issue with credit card or other payment charges, you should contact us regarding the issue before you contact your credit card or other payment process company to request a charge back or reversal of the charges.

9. EXPIRATION AND RENEWAL OF SERVICES:

It is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. With respect to domain name registration services, we will email a renewal notification approximately one (1) month and approximately one (1) week prior to each such domain name's expiration. In addition, if a domain name is not renewed, we will email an additional renewal notification within five (5) days after the expiration of such domain name's registration. All renewal notifications will be sent to primary contact for the Account associated with the domain name registration. It is your responsibility to maintain current and accurate credit card information should any Services be placed on "auto-renew." We will notify you when renewal fees are due. Should these fees go unpaid, your Services will expire or be cancelled. Payment must be made by credit card or such other method as we may allow or require from time to time. If you select automatic renewal of the Services, we may attempt to renew the Services a reasonable time before expiration, provided your credit card or other billing information is available and up to date. It is your responsibility to keep your billing information up to date and we are not required to, but may, contact you to update this information in the event that an attempted transaction is not processed successfully. Please note: for certain top level domain names, the automatic renewal option is not available.

10. EXPIRATION OF A DOMAIN NAME REGISTRATION:

Immediately after the expiration of the term of domain name registration services and before deletion of the domain name in the applicable registry's database, we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and we may either leave your WHOIS information intact or we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name.

- a. **Reactivation Period Process.** For a period of approximately twenty-five (25) days after expiration of the term of domain name registration services, we may provide a procedure by which expired domain name registration services may be renewed. We may, but are not obligated to, offer this process, called the "reactivation period." You assume all risks and all consequences if you wait until close to or after the expiration of the original term of domain name registration services to attempt to renew the domain name registration services. We may, in our sole discretion, choose not to offer a reactivation period and we shall not be liable

therefore. The reactivation period renewal process, if any, may involve additional fees which we may determine. We may make expired domain name services(s) available to third parties, we may auction off the rights to expired domain name services (the auction beginning close to the end or after the end of the reactivation period), and/or expired domain name registration services may be re-registered to any party at any time.

- b. After the reactivation period, if any, we may:
- c. Discontinue the domain name registration services at any time thereafter without notice. In which case, certain registry administrators may provide procedures by which discontinued domain name registration services may nonetheless be renewed. We will participate in this process, typically called the "Redemption Grace Period" ("RGP"), for each gTLD registry administrator that provides it. We may, in our sole discretion, choose not to participate in the RGP process with respect to any or all of your ccTLD domain name registration services and we shall not be liable therefore. If available, RGP typically ends between thirty (30) and forty-two (42) days after the end of the reactivation period of the domain name services. The current RGP fee is set forth on the Pricing Page and does not include any registration fees that may also be due. We are not obliged to contact you to alert you that the domain name registration services are being discontinued; or