

Oriweb's Registration Agreement

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of OriWeb's domain name registration services to register an Internet domain name, your registration of that domain name, as well as other OriWeb domain name related services. In this Agreement "you" and "your" refer to each customer and "we", "us" and "our" refer to OriWeb. This Agreement explains our obligations to you, and explains your obligations to us for various OriWeb services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional OriWeb service(s) or to cancel your OriWeb service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions. By using the service(s) provided by OriWeb under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, the accompanying dispute policy and any pertinent rules or policies that are or may be published by OriWeb.

This Agreement will become effective when accepted by OriWeb. OriWeb may elect to accept or reject your domain name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name.

1. Our Services.

OriWeb is a reseller for an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names (TLDs). ICANN oversees registrations and other aspects of the TLDs. As a reseller of an accredited domain name registrar, OriWeb is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations we register for TLDs are not effective until we have delivered the domain name registration information you provide us to the registrar's registry administrator for the TLDs, as applicable, and the registry administrator puts into effect your domain name registration. For a list of registry administrators and for more information on TLDs, see <http://www.icann.org/tlds/>.

You agree and acknowledge that OriWeb is not liable or responsible in any way for any errors, omissions or any other actions by the registrar or registry administrator arising out of or related to your application and receipt of, or failure to receive, a domain name registration. Furthermore, you agree that if any problems should arise with your domain name once it is registered through the registrar that you will hold Oriweb harmless and will take up any disputes and/or legal action towards/against Oriweb. This includes but is not limited to disputes regarding domain expiration dates, ownership disputes, any registrar database issues, etc..

Oriweb acts only as a reseller of domains and has no responsibility in the maintaining of the registrar's files and/or databases.

You further agree to indemnify, defend and hold harmless Oriweb, and its owners, directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, your domain name registration. Oriweb accepts PayPal as a way of transferring funds, payment is not considered to have been received until the payment

has cleared. We will not register a domain while a payment is still pending. You acknowledge and agree to not hold Oriweb accountable if the domain that you wished to register is then registered by another party prior to the payment having cleared and/or until you receive confirmation of said registration. If a domain is registered or renewed and the payment does not clear, a chargeback is made or any action that prevents Oriweb for being paid for services rendered, you agree that Oriweb has the right to take ownership of the domain, cancel the registration, sell the domain, or take any action Oriweb deems appropriate to recoup it's funds.

2. What We Do Not Do.

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name. You should be aware that there is the possibility we might be ordered by a court to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your domain name, we may turn to you to hold us harmless and to indemnify us. Please be aware that Domains are not registered immediately after the registration form is submitted. Oriweb makes every effort to review each submission to ensure accuracy. register the domain(s), and send a confirmation Email to the customer as quickly as possible. However, in the highly unlikely event that "your" domain is registered by another party during this process, you agree to hold Oriweb harmless of any legal fault or responsibility. Furthermore, you agree that once you submit your domain (to be registered) through the Oriweb website that you will not register your name through another source, thereby creating a situation where Oriweb is accessed fees and unable to provide the registration service because you are already the registrant of the desired domain.

3. Fees.

As consideration for the domain name registration services and/or other services provided by OriWeb to you, you agree to pay OriWeb, prior to the effectiveness of the desired domain name registration, the applicable service(s) fees for the initial registration of the domain name and, should you choose to renew the registration, subsequent renewals of the registration. 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. Your requested domain name will not be registered unless we receive actual payment of the registration fee, or reasonable assurance of payment of the registration fee from some other entity (such reasonable assurance as determined by OriWeb in its sole discretion).

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

- (1) provide certain current, complete and accurate information about you as required by the registration process and
- (2) maintain and update this information as needed to keep it current, complete and accurate.

All such information shall be referred to as account information ("Account Information").

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, you agree and acknowledge that the domain name registration shall be transferred to OriWeb as the paying entity for that registration to the registry. Furthermore, you agree and acknowledge that Oriweb or the registrar may suspend access to any and all accounts you have with the registrar and that all right, title, interest in, and use of any domain name registration(s) and/or websites, email, or other data hosted on the registrar's systems shall be assumed by either Oriweb or the registrar.

Oriweb or the registrar will reinstate your domain name registration solely at their respective discretion, and subject to receipt of the initial registration or renewal fee and our then-current reinstatement fee, currently set at US\$200.

You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your registration or other services are set to expire. As a convenience to you, and not as a binding commitment, we may notify you via an email message or via your account information 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 indicate in the registration application or renewal form. If the "auto renew" feature is selected with respect to the services you have ordered from us, we may attempt to renew your registration or other services a reasonable time before expiration, provided your credit card or other billing information is available and up to date. You acknowledge that it is your responsibility to keep your billing information up to date and that we are not required to, but that we may, contact you to update this information in the event that an attempted transaction is not processed. You also certify that you have read all of Oriweb's terms, conditions, agreements, policies and frequently asked questions and agree to be bound by any and all applicable terms and conditions contained within those documents. It is your responsibility to notify us at support@oriweb.com of your current email address to ensure that our database is up to date and you receive any important notices, including renewals.

4. Disclaimer and Domain Name Dispute Policy.

If you request, reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by OriWeb's current Disclaimer published on our site ("Disclaimer") and our current Domain Name Dispute Policy ("Dispute Policy") which are incorporated herein and made a part of this Agreement by reference. Certain disputes, as specified in the Dispute Policy, are subject to that Policy. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold OriWeb harmless pursuant to the terms and conditions contained in the Dispute Policy. You also acknowledge to regularly monitor (at least several times per week) email sent to the email address associated with your Account Information because, among other reasons, if a dispute arises regarding services provided to you,

you may lose your rights to the services if you do not respond expeditiously to an email sent in conjunction therewith.

5. Transfer to another Registrar:

You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with Oriweb, within 60 days of any payment made relating to said domain, or after the expiration, but before the deletion, of your domain name. Your request to transfer to another registrar may be denied in situations which include, but are not limited to, a dispute over the identity of the domain name holder, bankruptcy, and failure to pay fees when due.

You acknowledge that you assume all risk for a failure of a transfer process. You acknowledge that if a transfer is initiated close to the end of a registration term, it will likely fail to transfer successfully and you assume all risks related to that.

To prevent transfers not initiated by you, you agree that we may place a Registrar Lock ("lock") on your domain name. You also have the ability to prevent a transfer to another registrar by placing a lock on your domain name. By maintaining the locked status on your domain name, you are providing express objection to any and all transfer requests issued from another registrar. Should you choose to transfer to another registrar, you must notify us at support@oriweb.com to remove the lock prior to initiating a transfer request. You agree to pay any administration fees associated with the unlockin and transferring of your domain. These services include but aren't limited to the time involved in notifying the registrar to release the domain, updating our database, communicating with you, the receiving registrar, the losing registrar, etc...

6. Modifications to OriWeb's Registration Agreement and Dispute Policy

You agree, during the period of this Agreement, that we may:

- (1) revise the terms and conditions of this Agreement; and
- (2) change the services provided under this Agreement.

Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on OriWeb's web site, or on notification to you by e-mail or United States mail. You agree to review OriWeb's web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail at support@oriweb.com. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the OriWeb services after sending us a notice of termination, you abide by any such revisions or changes. You further agree that we, in our sole discretion, may modify our Dispute Policy at any time. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement and the Dispute Policy with the new modifications. You acknowledge that if you do not agree to any of such changes, you may request that your domain name registration be cancelled or transferred to a different domain name registrar. You agree that such cancellation or request for transfer will be

your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy.

7. Account Information and Its Use.

A. Information You Are Required to Submit. As part of the registration process, you are required to provide certain information and to update this information promptly as needed to keep it current, complete and accurate. The information you are obligated to provide in connection with the domain name you are registering is the following:

- i. The domain name being registered;
- ii. Your (or The domain name holder's) name, postal address, e-mail address, voice telephone number, and where available, fax number;
- iii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the billing contact for the domain name;
- iv. Valid payment information

You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your registration may not be renewed.

All other information which we may request from you at registration is voluntary. However, not providing the requested information may prevent you from obtaining all products and services made available to domain name registrants by us, other than registration of the domain name.

B. Additional Information Maintained About Your Registration. In addition to the information you provide, we maintain records relating to your domain name registration. These records may include:

- i. The original creation date of the registration;
- ii. The submission date and time of the registration application to us and by us to the proper registry;
- iii. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- iv. Records of account for your domain name registration, including dates and amounts of all payments and refunds;
- v. The IP addresses of the primary nameserver and any secondary nameservers for the domain name;
- vi. The corresponding names of those nameservers;
- vii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;
- viii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name;
- ix. The expiration and renewal date of the registration;
- x. Information and copies in electronic or paper form regarding all other activity between you and us and third parties relating to your domain name registration and related services.

C. Your Obligations Relating to the Account Information. In the event that, in registering the domain name, you are providing information about or on behalf of a third party, you hereby represent that you have

(a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and

(b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. By registering a name or applying for services you also represent that the statements in its application are true and you also represent that the Domain Name is not being registered for any unlawful purpose.

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over ten (10) calendar days to inquiries by OriWeb concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

D. Privacy Policy: Disclosure and Use of Registration Information. You agree and acknowledge that OriWeb will make available domain name registration information you provide or that we otherwise maintain to ICANN, to the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that OriWeb may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration 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 ICANN and applicable laws.

Additionally, you acknowledge that ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that OriWeb may or must make available to the public or to private entities, and the manner in which such information is made available.

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

You may access your domain name registration information in our possession to review, modify or update such information, by accessing your domain at our web site (<http://access.oriweb.com/>), or via a similar service. In order to change any of your account information with us, you must use your Account Identifier and Password that was provided to you when you registered your domain with us (or whichever password you changed it to). You acknowledge that Oriweb strongly advises you to change your password upon receiving initial login information as well as periodically and that if you do not heed this advice, that you are solely responsible for any unauthorized access to your account. Please safeguard your Account Identifier and Password from any unauthorized

use. You agree that any person in possession of you Account Identifier and Password will have the ability and your authorization to modify your account information. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password. OriWeb will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information. You agree that, if Oriweb takes reasonable precautions in relation thereto, that in no event shall Oriweb be liable if such reasonable precautions do not prevent the unauthorized use or misuse of your Account Identifier or Password and that, even if Oriweb fails to take reasonable precautions, that Oriweb's liability under any circumstances shall be limited by the limitation of liability found in paragraph 13 of this Agreement.

8. Ownership of Information and Data.

You agree and acknowledge that the Registrar owns all database, compilation, collective and similar rights, title and interests worldwide in their domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that they own the following information for those registrations for which they are the registrar:

- (a) the original creation date of the registration,
- (b) the expiration date of the registration,
- (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration,
- (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and
- (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. OriWeb nor the registrar does not have any ownership interest in your specific personal registration information outside of its rights in the registrar's domain name database.

9. Agents and Licenses.

You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy. You agree to notify that person or persons that their domain is registered through Oriweb and provide that person or persons with accurate contact information for Oriweb. Furthermore, you agree to notify Oriweb that you are not the true owner of said domains, that you are merely registering the domains on behalf of another party, that you have no legal right to the domain and provide Oriweb with accurate contact information for that person or persons.

You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment

obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

10. "Name Only" Services, Incomplete DNS Information, and Use of Free Services:

You agree that if you purchase "Name Only" services or that if you provide incomplete DNS information in your Account Information, that Oriweb may direct the domain name to an IP address designated by Oriweb, including, without limitation, to an IP address which hosts a parking page or a commercial search engine. If you provided incomplete DNS information (and you did not purchase "Name Only" services), you understand that you can update and thereby override the DNS information designated by Oriweb.

In consideration for providing additional optional services for which Oriweb does not charge an additional fee, including, but not limited to, URL forwarding, email forwarding, free parking page, free website hosting, free email services, or other services which Oriweb may introduce from time to time but for which there is not a separate fee ("Free Services"), you agree that, if you use such Free Services, Oriweb may display advertising in conjunction therewith through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to emails, or other similar advertising means, and that Oriweb may aggregate related usage data by means of cookies and other similar means.

11. After Expiration of the Term of a Domain Name Registration:

After expiration of the term of a domain name registration and before deletion of the domain name by the applicable registry, you acknowledge that Oriweb may direct the domain name to an IP address designated by Oriweb, including, without limitation, to an IP address which hosts a parking page or a commercial search engine and you acknowledge that Oriweb may place Oriweb's contact information in the WHOIS output for expired domain name.

After expiration of the term of a domain name registration, you acknowledge that certain registry administrators may provide procedures or grace periods during which expired domain name registrations may be renewed. You acknowledge that you assume all risks and all consequences if you wait until close to or after the end of a domain name registration term to attempt to renew the registration. You acknowledge that Oriweb, for any reason and in its sole discretion, may choose not to participate in a post-expiration renewal process and that Oriweb shall not be liable therefore. You acknowledge that post-expiration renewal processes involve additional fees which Oriweb may determine in its sole discretion. You acknowledge that, upon expiration of the term of a domain name, that the applicable registry may make the domain name available to be registered by any party at any time.

You also agree that, after expiration of a domain name registration, assuming you did not exercise your rights as a registrant during such period (i.e. you chose not to renew the domain prior to its expiration), that Oriweb may renew the domain name either for itself (i.e. assume full and sole ownership of the domain) or register/renew it on behalf of a different customer, entitling them to full and complete ownership.

12. Announcements.

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet

13. Limitation of Liability

YOU AGREE THAT OriWeb WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME, (2) USE OF YOUR DOMAIN NAME REGISTRATION, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND OriWeb'S CONTROL; (8) THE PROCESSING OF THIS APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10) APPLICATION OF THE DISPUTE POLICY. OriWeb ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF OriWeb HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OriWeb'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS (\$400.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

14. Indemnity

You agree to release, indemnify, and hold OriWeb, its contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the OriWeb services provided hereunder or your use of the OriWeb services, including without limitation infringement by you, or someone else using any OriWeb service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any OriWeb operating rule or policy relating to the service(s) provided. When Oriweb may be involved in a suit involving a third party and which is related to our services to you under this Agreement, Oriweb may seek written assurances from you in which you promise to indemnify and hold Oriweb harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in Oriweb's sole discretion, the posting of performance bonds or other guarantees reasonably calculated to guarantee payment to Oriweb. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in Oriweb's sole discretion, result in loss of your right to control the

disposition of domain names for which you are the registrant and in relation to which Oriweb is the domain reseller of record. This indemnification is in addition to any indemnification required under the Dispute Policy.

15. Representations and Warranties

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

16. Breach and Revocation

OriWeb reserves the right to suspend, cancel, transfer or modify your domain name registration or suspend, cancel or modify other services we provide in the event (a) you materially breach this Agreement (including the Dispute Policy) and do not cure such breach within thirty (30) days of notice by OriWeb, (b) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, (c) you use your domain name in connection with unlawful activity, or (d) grounds arise for such

suspension, cancellation, transfer or other modification as provided for in this Agreement. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including OriWeb) or registry administrator procedures approved by an ICANN-adopted policy, (1) to correct mistakes by OriWeb, another registrar or the registry administrator in administering the name or (2) for the resolution of disputes concerning the domain name.

You also agree that OriWeb shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as OriWeb receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

17. Right Of Refusal

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

18. Governing Law

Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Illinois, as if the Agreement was a contract wholly entered into and wholly performed within the State of Illinois. Except as otherwise set forth in the Dispute Policy with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the OriWeb site shall be brought exclusively in the United States District Court for Illinois, or if there is no jurisdiction in such court, then in a state court in Cook County.

19. Notices

You agree that any notices required to be given under this Agreement by OriWeb to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

20. Infancy

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

21. General

This Agreement, OriWeb's Disclaimer and the Dispute Policy, together with all modifications or additional documents found on Oriweb's term page (currently located at:

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

22. Additional Registry Requirements

Listed below are additional contractual requirements that you, the registrant, must agree to should you desire to register a domain name in these registries:

.TV, .CC, .BZ, and .WS

In addition to the terms set forth above, the following terms shall apply to registrants of .TV, .CC, .BZ, and .WS domain names. Your registration of a domain name in the .TV, .CC, .BZ, or .WS top-level domain ("New TLD Domain Name"), is subject to policies established or revised from time to time by the registry for such New TLD Domain Name ("New TLD Registry"), in its capacity as the registry for its respective Top Level Domain. Each respective New TLD Registry's current policies ("New TLD Registry Policies") are available for you to review at each New TLD's respective web site. You agree to be bound by and comply with the applicable New TLD Registry Policies, including amendments and modifications thereto, with respect to your New TLD Domain Name registration. Such policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the New TLD Registry policies and the terms of this Agreement, the terms of this Service Agreement shall prevail. You agree that the New TLD Registry has the right to enforce the New TLD Registry Policies.

.NAME

Should you seek to register a .NAME second level domain name you, the registrant, must also agree to the following terms:

1. DEFENSIVE REGISTRATIONS

Defensive Registrations allow owners of nationally registered marks to exclusively pre-register on the .NAME space and create a protective barrier for their trademarks. A "Defensive Registration" is a registration granted to a third party of a specific string on the second or third level, or of a specific set of strings

on the second and third levels, which will not resolve within the domain name system but may prevent the registration of the same string(s) on the same level(s) by other third party applicants.

2. PHASES OF DEFENSIVE REGISTRATIONS

- i. As a Defensive Registration Registrant ("Defensive Registrant"), you hereby certify to the best of your knowledge that for Phase I Defensive Registrations ("Phase I Defensive Registrants"), you own valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001 for strings that are identical to the textual or word elements, using ASCII characters only, subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD. You understand that trademark or service mark registrations from the supplemental or equivalent Registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.
- ii. Phase II Defensive Registrants may apply for a Defensive Registration for any string or combination of strings.
- iii. Defensive Registrants, whether Phase I or Phase II shall comply with the following Eligibility Requirements, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>, the summary of which is as follows:
 - A. There are two levels of Defensive Registrations, each of which is subject to payment of a separate fee;
 - B. Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee;
 - C. The Defensive Registrant must provide the information requested in Section 3(i) below;
 - D. A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string.

3. PROVISION OF REGISTRATION DATA

- i. As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. You must provide contact information, including name, email address, postal address and telephone number, for use in disputes relating to the Defensive Registration. You understand and agree that this contact information will be provided as part of the Whois record for the Defensive Registration. You further understand that the foregoing registration data may be transferred outside of the European

Community, such as to the United States, and you expressly consent to such export.

- ii. In addition to the information provided in subsection (i) above, Phase I Defensive Registrants must also provide
 - A. the name, in ASCII characters, of the trademark or service mark being registered;
 - B. the date the registration issued;
 - C. the country of registration; and
 - D. the registration number or other comparable identifier used by the registration authority

- iii. You hereby represent and warrant the data provided in the registration application is true, correct, up-to-date and complete and that you will continue to keep all of the information provided up-to-date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five (5) calendar days to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the publicly available Whois directory with respect to a Defensive Registration(s) concerning the accuracy of contact details associated with any such Defensive Registration(s) registered by or through you or your account shall constitute a breach of this Agreement.

4. DOMAIN NAME DISPUTE POLICY

- i. If you registered a Defensive Registration, you agree that:
 - A. the Defensive Registration will be subject to challenge pursuant to the Eligibility Requirements Dispute Resolution Policy ("ERDRP");
 - B. if the Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registrant will pay the challenge fees; and
 - C. if a challenge is successful, then the Defensive Registration will be subject to the procedures described in Section 2(h) of Appendix L to the agreement of Global Name Registry ("Registry Operator") with the Internet Corporation for Assigned Names and Numbers ("ICANN"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>

- ii. You further agree that if a Phase I Defensive Registration is successfully challenged on the basis that it did not meet the applicable Eligibility Requirements, the Defensive Registrant will thereafter be required to

demonstrate, at its expense, that it meets the Eligibility Requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .NAME through any Registrar. In the event that the Defensive Registrant is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.

- iii. The ERDRP applies to, among other things, challenges to Defensive Registrations within .NAME and is available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>.

5. DEFENSIVE REGISTRATION DISPUTE POLICY MODIFICATIONS

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

6. DEFENSIVE REGISTRATIONS DISPUTES

You agree that, if your Defensive Registration is challenged by a third party, you will be subject to the provisions specified in our Defensive Registration dispute policy in effect at the time of the dispute. You agree that in the event a Defensive Registration dispute arises with any third party, you will indemnify and hold Oriweb and the registrar 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 Defensive Registration, you agree not to make any changes to your Defensive Registration record without our prior approval. We may not allow you to make changes to such Defensive Registration 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 Defensive 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 Defensive Registration and use of our domain name registration services, we may deposit control of your Defensive Registration record into the registry of the judicial body by supplying a party with a Registrar certificate from us.

7. CONSENT

Defensive Registrants may be asked to give their consent to allow individuals to share a part of their space. For example, if you have filed a Defensive Registration on PQR (which blocks out ANYSTRING.PQR.name and PQR.ANYSTRING.name), you may be asked to give consent to John Pqr to

register JOHN.PQR.name if he can prove that PQR is his name. In such a circumstance, you will have five (5) days to respond to a request for consent.

8. .NAME REGISTRATION RESTRICTIONS

Registrations in the .NAME TLD must constitute an individual's "Personal Name". For purposes of the .NAME restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

9. .NAME CERTIFICATIONS

As a .NAME domain name Registrant, you hereby certify to the best of your knowledge that:

- i. You have the authority to enter into this Agreement; and
- ii. The registered domain name or second level domain ("SLD") email address is your Personal Name.

10. PROVISION OF REGISTRATION DATA

- i. As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information contained in the Whois directory, including:
 - A. your full name and postal address, email address, voice telephone number, and fax number, if available;
 - B. the IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name;
 - C. the full name, postal address, email address, voice telephone number, and fax number, if available, of the technical contact for the domain name;
 - D. the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain name;
 - E. the name, postal address, email address, voice telephone number, and fax number, if available, of the billing contact for the domain name. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by Internet Corporation for Assigned Names and Numbers ("ICANN")/Registry Policy. You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

- ii. You hereby represent and warrant the data provided in the registration application is true, correct, up-to-date and complete and that you will continue to keep all of the information provided up-to-date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or an ICANN/Registry Policy.

11. DOMAIN NAME DISPUTE POLICY

If you reserved or registered a .NAME 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. Please take the time to familiarize yourself with that policy. 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. the Eligibility Requirements (the "Eligibility Requirements"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;
- ii. the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>; and
- iii. the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>.

The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD email addresses will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding or during the landrush procedures in connection with the opening of the Registry TLD. The following categories of Personal Name Registrations may be registered:

- D. the Personal Name of an individual;
- E. the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name;

- F. in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names.

The ERDRP applies to challenges to

- g. registered domain names and SLD email address registrations within .NAME on the grounds that a Registrant does not meet the Eligibility Requirements, and
- h. to Defensive Registrations within .NAME.

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

12. DOMAIN NAME DISPUTE POLICY MODIFICATIONS

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

13. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold Oriweb and the registrar 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

- . we are directed to do so by the judicial or administrative body, or
- i. we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the Registry of the judicial body by supplying a party with a Registrar certificate from us.

14. EMAIL FORWARDING

- . The service for which you have registered may, at your option, include Email Forwarding. To the extent you opt to use Email Forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of Email Forwarding, including the content of messages sent through Email Forwarding.
- i. You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and email usage. This includes, but is not limited to the Acceptable Use Policy, available at _____, as well as the following restrictions. Without prejudice to the foregoing, you undertake not to use Email Forwarding:
 - A. to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;
 - B. to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;
 - C. to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or
 - D. for spamming, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list.

Users are not permitted to provide false names or in any other way to pose as somebody else when using Email Forwarding.

- ii. Registry Operator reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry Operator's Email Forwarding. However, due to the nature of such systems, which actively block messages, Registry Operator shall make public any decision to implement such systems a reasonable time in advance, so as to allow you or Oriweb or the registrar to give feedback on the decision.
- iii. You understand and agree that Registry Operator may delete material that does not conform to clause (iii) above or that in some other way constitutes a misuse of Email Forwarding. You further understand and agree that Registry Operator is at liberty to block your access to Email Forwarding if you use Email Forwarding in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the Email Forwarding unless it would damage the reputation of Registry Operator or

jeopardize the security of Registry Operator or others to do so. Registry Operator reserves the right to immediately discontinue Email Forwarding without notice if the technical stability of Email Forwarding is threatened in any way, or if you are in breach of this Agreement. On discontinuing Email Forwarding, Registry Operator is not obliged to store any contents or to forward unsent email to you or a third party.

- iv. You understand and agree that to the extent Registry Operator is required by law to disclose certain information or material in connection with your Email Forwarding, Registry Operator will do so in accordance with such requirement and without notice to you.

15. RESERVATION OF RIGHTS

Oriweb, the registrar and Registry Operator, expressly reserve the right to deny, cancel or transfer any Defensive 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, or to avoid any liability, civil or criminal, on the part of Oriweb, the registrar and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees. Oriweb, the registrar and Registry Operator also reserve the right to freeze a Defensive Registration during a resolution of a dispute.

16. LIMITATION OF LIABILITY

You agree that Registry Operator will have no liability of any kind for any loss or liability resulting from

- . the processing of Defensive Registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name or SLD email address registration using these processes; or
- i. any dispute over any .NAME domain name, SLD email address, Defensive Registration or NameWatch Registration, including the decision of any dispute resolution proceeding related to any of the foregoing.

17. INDEMNIFICATION

You agree to indemnify, 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 registration. This indemnification obligation will survive the termination or expiration of this Agreement.

18. COMPLIANCE WITH TERMS AND CONDITIONS

Registrar shall comply with the following:

- . ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or under any other arrangement with ICANN; and

- i. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all Registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit E of the Registry-Registrar Agreement, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appf-03jul01.htm>. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days notice by Registry Operator to Registrar.

.INFO

Should you seek to register a .INFO second level domain name you, the registrant, must also agree to the following terms:

1. Registrant consents to the use, copying, distribution, publication, modification, and other processing of Registered Domain Name Holder's Personal Data by Afilias, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.
2. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification.
3. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
4. Registrant acknowledges that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation:
 - i. the ability or inability of a registrant to obtain a Registered Name during these periods, and
 - ii. the results of any dispute over a Sunrise Registration.
5. Registrar and Afilias, the registry operator for .INFO, 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, or to avoid any liability, civil or criminal, on the part of Registrar and/or Afiliias as well as their affiliates, subsidiaries, officers, directors and employees. Registrar and Afiliias also reserve the right to freeze a domain name during resolution of a dispute.

.BIZ

Should you seek to register a .BIZ second level domain name you, the registrant, must also agree to the following terms:

1. BIZ RESTRICTIONS.

Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .BIZ Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean 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:
 - A. the exchange of goods, services, information, or property of any kind; or,
 - B. the ordinary course of trade or business. Registering a domain name solely for the purposes of
 - a. selling, trading or leasing the domain name for compensation, or
 - b. the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

2. BIZ CERTIFICATION.

As a .BIZ domain name registrant, you hereby certify to the best of your knowledge that:

The registered domain name will be used primarily for bona fide business or commercial purposes and not

- i. exclusively for personal use; or
- ii. solely for the purposes of

- A. selling, trading or leasing the domain name for compensation, or
- B. the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .BIZ restrictions, which are incorporated herein by reference, please see:
<http://www.neulevel.com/countdown/registrationRestrictions.html>
 - a. The domain name registrant has the authority to enter into the registration agreement; and
 - b. the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

3. PROVISION OF REGISTRATION DATA.

- i. Provision of Registration Data. As part of the registration process, you are required to Provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:
 - A. your full name, postal address, e-mail address, voice telephone number, and fax number if available;
 - B. the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;
 - C. the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain name;
 - D. the corresponding names of those nameservers;
 - E. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
 - F. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
 - G. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and
 - H. any remark concerning the registered domain name that should appear in the Whois directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Agreement.
- ii. Inaccurate or Unreliable Data. You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information

provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or any ICANN/Registry Policy.

4. DOMAIN NAME DISPUTE POLICY.

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. Please take the time to familiarize yourself with that policy. 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. The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.
- ii. The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and
- iii. The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .BIZ domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .BIZ domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers. 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 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, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. 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.

5. DOMAIN NAME DISPUTE POLICY MODIFICATIONS.

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

6. DOMAIN NAME DISPUTES.

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until:

- i. we are directed to do so by the judicial or administrative body, or
- ii. we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

7. RESERVATION OF RIGHTS.

Oriweb, the registrar and the .BIZ Registry Operator, NeuLevel, Inc. 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, or to avoid any liability, civil or criminal, on the part of Oriweb, the registrar. and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. Oriweb, the registrar and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

.US

Should you seek to register a .US second level domain name you, the registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES.

You represent and certify that, to the best of your knowledge and belief,

- i. neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party,
- ii. you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder,
- iii. you have and shall continue to have a lawful bona fide U.S. Nexus as defined in the "usTLD Nexus Requirements" ,
- iv. you are of legal age to enter into this Agreement, and
- v. you agree to comply with all applicable laws, regulations and policies of Oriweb, the registrar, and the usTLD Administrator.

2. PROVISION OF REGISTRATION DATA.

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- i. the Registered Name;
- ii. the names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- iii. your name and postal address;
- iv. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;
- v. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;
- vi. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Registered Name;
- vii. any remark concerning the registered domain name that should appear in the Whois directory; and
- viii. any other data NeuStar, as the Registry, requires be submitted to it, including specifically information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.). You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory pursuant to the DoC/Registry Policy. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the

Department of Commerce Contract with the Registry or any USTLD
Administrator/DoC Policy.

3. INACCURATE OR UNRELIABLE DATA.

You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement.

4. GOVERNMENT USE OF DATA.

You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

5. LICENSING OF A DOMAIN NAME.

If you intend to license use of a domain name to a third party, you nonetheless are the registrant of record and are responsible for providing full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to a party providing you reasonable evidence of actionable harm.

6. DOMAIN NAME DISPUTE POLICY.

If you reserved or registered a .us 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. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the usTLD Administrator as documented on its web site, www.neustar.us, as they may be amended from time to time, and which are hereby incorporated and made an integral part of this Agreement.

7. DOMAIN NAME DISPUTE POLICY MODIFICATIONS.

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become

effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

8. DOMAIN NAME DISPUTES.

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute, including Registry policies incorporated by reference. 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 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, 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.

9. JURISDICTION.

For the adjudication of disputes concerning or arising from use of the domain name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts

- i. of the Registrant's domicile,
- ii. the State of Washington, and
- iii. the Commonwealth of Virginia.

10. SUSPENSION, CANCELLATION OR TRANSFER.

You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any usTLD Administrator adopted specification or policy, or pursuant to any registrar or usTLD Administrator procedure not inconsistent with a usTLD Administrator adopted specification or policy,

- i. to correct mistakes by Registrar or the usTLD Administrator in registering the name or
- ii. for the resolution of disputes concerning the domain name.

11. INDEMNIFICATION.

The Registrant shall indemnify and hold harmless the Oriweb, the registrar and the usTLD Administrator and their 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

- i. domain name registration and
- ii. use of any of a domain name.

12. RESERVATION BY USTLD ADMINISTRATOR.

Oriweb, the registrar and usTLD Administrator reserve the right to deny, cancel or transfer any registration that they deem necessary, in their discretion,

- i. to protect the integrity and stability of the registry,
- ii. to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process,
- iii. to avoid any liability, civil or criminal, on the part of usTLD Administrator or Oriweb, the registrar, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders,
- iv. for violations of this Agreement, or
- v. to correct mistakes made by usTLD Administrator or any registrar in connection with a domain name registration. usTLD Administrator and Oriweb, the registrar also reserve the right to freeze a domain name during resolution of a dispute.

.NU

Should you seek to register a .NU second level domain name you, the registrant, must also agree to these terms.

.UK

In addition to the general terms and conditions of agreement with Oriweb or the registrar, listed in Sections 1 through 21, you agree to the following terms and conditions for registrations in .UK WITH THE FOLLOWING IMPORTANT MODIFICATION: You also agree that .UK domains which are not renewed will be deleted one day before the scheduled expiration date. For example: You register a .UK domain on April 9, 2003, for two years. Then, on April 7, 2005, you renew the domain for an additional two years. Your domain will then be scheduled to expire on April 9, 2007. If, however, you do not renew your domain on April 7, 2005, it will be deleted on April 8, 2005. The reason for this is that Nominet uses a non-real-time email-based system to make status changes in the .UK registry. The combination of this email-based system and Nominet's policy on

renewals means that we will be charged for a renewal unless the name is deleted (via instructions in an email) prior to the end of the registration period which is then in effect. As a consequence, if we do not receive your renewal instructions prior to one-day before the end of the registration period, we will send the delete instruction one-day before the end of the registration period then in effect. Also, all .UK registrations are bound to a different Dispute Policy than the one outlined in section 4 above. Section 4 will still apply when registering any .UK domain however Nominet's Dispute Policy shall be applied instead of the Uniform Domain Name Dispute Resolution Policy.

.CN

Should you seek to register a .CN second or third level domain name you, the registrant, must also agree to the .CN end user agreement.

1. REPRESENTATIONS AND WARRANTIES.

You represent and certify that, to the best of your knowledge and belief,

- i. neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party,
- ii. you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder,
- iii. you are of legal age to enter into this Agreement, and
- iv. you agree to comply with all applicable laws, regulations and policies of the Peoples Republic of China's governmental agencies and the China Internet Network Information Center ("CNNIC"), including but not limited to the following rules and regulations:
 - A. China Internet Domain Name Regulations (currently at <http://www.cnnic.net.cn/ruler/20.shtml>);
 - B. CNNIC Detailed Rules of Internet Domain Name Registration Administration (currently at <http://www.cnnic.net.cn/ruler/16.shtml>);
 - C. CNNIC Domain Name Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/doc/e-10.shtml>); and
 - D. Rules for CNNIC Domain Name Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/doc/e-9.shtml>).

2. PROVISION OF REGISTRATION DATA.

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- i. the Registered Name;
- ii. the names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- iii. your name, postal address, e-mail address, voice telephone number and (where available) fax number;

- iv. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;
- v. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;
- vi. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Registered Name;
- vii. any remark concerning the registered domain name that should appear in the Whois directory; and
- viii. any other data CNNIC, as the Registry, requires be submitted to it. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory pursuant to the CNNC Policy. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the CNNIC.

3. BUSINESS OR ORGANIZATION REPRESENTATION:

The .cn top-level domain space is intended for businesses and organizations and not for individual use. By registering a .CN domain name, you hereby represent that you have registered the domain name on behalf of a business or organization.

4. INACCURATE OR UNRELIABLE DATA.

You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement.

5. MAXIMUM TERM:

The maximum term for a domain name registration in the .CN TLD shall be five (5) years. Domain Name Registrations shall be available for terms of one, two, three, four and five years.

6. PROHIBITED USES FOR .CN DOMAIN NAME.

Registrant may not register or use a domain name that is deemed by CNNIC to:

- i. Be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC");
- ii. Jeopardize national security, leak state secrets, intend to overturn the government, or disrupt of state 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;
- viii. Insult, libel against others and infringe other people's legal rights and interests in the PRC; or
- ix. Take any other action prohibited in laws, rules and administrative regulations of the PRC.

7. TRUE REGISTRANT OF DOMAIN NAME.

By registering a .CN domain name, you shall be the registrant of record and responsible for providing full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You accept liability for harm caused by wrongful use of the domain name.

8. DOMAIN NAME DISPUTE POLICY.

If you have registered a second or third-level .CN domain name through us, you agree to be bound by the CNNIC Domain Name Dispute Resolution Policy & Rules for CNNIC Domain Name Dispute Resolution Policy ("Dispute Policy"), <http://www.cnnic.net.cn/ruler/20.shtml>, which is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the CNNIC, as they may be amended from time to time, and which are hereby incorporated and made an integral part of this Agreement.

9. DOMAIN NAME DISPUTE POLICY MODIFICATIONS.

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

10. DOMAIN NAME DISPUTES.

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in the 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, CNNIC and NeuStar, Inc. ("Registry Gateway Provider"), harmless pursuant to the terms and conditions set forth 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, 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.

11. JURISDICTION.

For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts

- i. of the Registrant's domicile,
- ii. where Registrar is located, and
- iii. the People's Republic of China.

12. GOVERNING LAW.

For the adjudication of a dispute concerning or arising from use of the domain name, such dispute shall be governed under the Laws of the Peoples Republic of China.

13. SUSPENSION, CANCELLATION OR TRANSFER.

You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any CNNIC adopted specification or policy, or pursuant to any registrar or CNNIC procedure not inconsistent with a CNNIC adopted specification or policy,

- i. to correct mistakes by Registrar or the CNNIC in registering the name or
- ii. for the resolution of disputes concerning the domain name.

14. INDEMNIFICATION.

The Registrant shall indemnify and hold harmless the [Registrar], Registry Gateway Provider and CNNIC and their 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

- i. domain name registration and

- ii. use of any of a domain name.

15. RESERVATION BY CNNIC AND REGISTRY GATEWAY PROVIDER.

The Registrar, the Registry Gateway Provider and CNNIC reserve the right to deny, cancel or transfer any registration that they deem necessary, in their discretion,

- i. to protect the integrity and stability of the registry,
- ii. to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process,
- iii. to avoid any liability, civil or criminal, on the part of CNNIC, the Registry Gateway Provider or [Registrar], as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders,
- iv. for violations of this Agreement, or
- v. to correct mistakes made by Registry Gateway Provider, CNNIC or any registrar in connection with a domain name registration. CNNIC, Registry Gateway Provider and [Registrar] also reserve the right to freeze a domain name during resolution of a dispute.

NEUSTAR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEUSTAR MAKES NO WARRANTY THAT THESE PARAGRAPHS WILL MEET YOUR SPECIFIC REQUIREMENTS OR TO THE ACCURACY OR RELIABILITY OF THIS INFORMATION. YOU UNDERSTAND AND AGREE THAT ANY RELIANCE ON THE MATERIAL PROVIDED HEREIN IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY USE OF SUCH MATERIAL.

.TM

In addition to the general terms and conditions of agreement with Oriweb or the registrar listed in Sections 1 through 21, you agree to the following terms and conditions for registrations in .TM (PDF) (Adobe Acrobat needed to view). All .TM registrations are bound to a different Dispute Policy (PDF) than the one outlined in section 4 above. Section 4 will still apply when registering any .TM domain, however, NIC.TM's Dispute Policy shall be applied instead of the Uniform Domain Name Dispute Resolution Policy. Also review the .TM Allocation And Use Rules (PDF).

.CA

Registration of .CA domain names and related services are provided by eNom Canada Corporation and eNom Canada's designated contractors, agents, and assignees

(collectively referred to in this Section J as "eNom Canada"), pursuant to the following terms. By submitting a request to register a .CA domain name or otherwise using any of the services provided by eNom Canada you acknowledge and signify that you have read, understood, and agreed to be bound by the terms of this Section J. The terms of this Section J include, see below, that you agree to the terms of the Canadian Internet Registration Authority's ("CIRA's") Registrant Agreement and Canadian Presence Requirements, both of which may presently be found at http://www.cira.ca/en/cat_Registration.html. By submitting a request to register a .CA domain name or otherwise using any of the services provided by eNom Canada you acknowledge and signify that you have read, understood, and agreed to be bound by the terms of CIRA's Registrant Agreement and Canadian Presence Requirements.

1. CERTAIN DEFINITIONS.

eNom Canada is an independent company providing .CA domain name registration services and such other services regarding .CA domain names as eNom Canada may provide from time to time (for the purposes of this Section J, the ".CA Services"). The term "CIRA" refers to the Canadian Internet Registration Authority, which is responsible for the operation and control of the .CA Internet domain name registry.

2. USE RESTRICTION.

You will not provide eNom Canada with false information and you must get all the necessary consents for the information provided to eNom Canada. By submitting a query to the .CA Internet domain name registry database or using the search functions regarding the .CA Internet domain name registry, you agree that you will use data obtained from the .CA Internet domain name registry only for lawful purposes and that, under no circumstances will you use data obtained from the .CA Internet domain name registry to allow, enable, or otherwise support the transmission of mass unsolicited, advertising, solicitations or viruses via e-mail. If you provide inaccurate information (including but not limited to phone number, e-mail address or postal address), eNom Canada retains the right to deactivate and/or deregister your domain name(s).

3. REVISIONS.

You expressly acknowledge and agree that eNom Canada may update, amend or revise this Section J and impose further terms and conditions from time to time. You agree to review this Agreement and any other applicable rules or policies from time to time, to be aware of any such revisions or modifications. The revised terms and conditions will be effective as of the date of their posting on the web site on which you are viewing these terms. You expressly acknowledge and agree that eNom Canada may introduce or impose further terms and conditions in respect of any service including .CA domain name services eNom Canada may provide, at any time, in eNom Canada's sole discretion. You expressly acknowledge and agree that eNom Canada may, without limiting the generality of the foregoing:

- i. charge you fees, including renewal fees for the registration of your domain name whether the domain name was registered before or after the introduction of this Section J;

- ii. modify the fees and charge you any fees required of eNom Canada by CIRA, including late fees;
- iii. introduce new, modified, and/or additional terms and conditions relating to the .CA Services;
- iv. modify the types of information which eNom Canada collects from you;
- v. introduce a dispute resolution policy; and/or
- vi. change part of the .CA Services provided under this Agreement at any time.

You expressly acknowledge and agree that if you do not agree to any such revision or modification, you may terminate this Agreement after which you will not be entitled to use the .CA Services. By continuing to use the .CA Services after any revision to this Agreement you agree to abide by and be bound by any such revisions or changes. For all domain names registered prior to the introduction of this Agreement, your continued use of your domain name will evidence your agreement to: (i) this Agreement, (ii) eNom Canada's right to amend this Agreement and to introduce further terms and conditions, including the imposition of renewal or other registration fees, and (iii) be bound by such amendments or further terms and conditions.

4. REGISTRATION OF DOMAIN NAME.

Your application for or use of the .CA Services or access to or use of your domain name will evidence your agreement to be bound by this Agreement and any other applicable rules or policies that are or may be published by eNom Canada or by CIRA. Your eligibility for a domain name will depend on your fulfillment of the required criteria established by the CIRA, including that you agree to CIRA's Registrant Agreement and CIRA's Canadian Presence Requirements, both of which are currently found at http://www.cira.ca/en/cat_Registration.html. Registration of your domain name is conditioned on CIRA's acceptance of your domain name registration application. The performance of any services by eNom Canada in connection with your application will occur at eNom Canada's main office in Kelowna, British Columbia.

- i. Agents: When you submit your application for a domain name through eNom Canada or through any other third party who requests, applies for, purchases or otherwise acquires the .CA Services on your behalf through eNom Canada, you will nonetheless be bound as a principal by all terms and conditions herein. When you use your account or permit someone else to use your account to request, apply for, purchase or otherwise acquire access to the .CA Services or to modify or cancel the .CA Services, this Agreement covers any such .CA Services or actions.
- ii. Information Required: You agree to:

- A. provide to eNom Canada certain current, complete and accurate information about you as required by the application process; and
 - B. maintain and update this information as needed to keep it current, complete and accurate.
- iii. Third Parties: You represent and warrant that you have provided notice to, and obtained consent from, any third parties whose personal data or information you supply. You further agree to provide such notice and obtain such consent with regard to any third party personal data or information you supply in the future. eNom Canada shall not be responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.
- iv. Disclosure: In order 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 eNom Canada the right to disclose to third parties through an interactive publicly accessible registration database the following information which you are required to provide when applying for a domain name:
 - A. the domain or sub-domain name(s) registered by you;
 - B. your organization name, type and postal address;
 - C. 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);
 - D. the full hostnames and Internet protocol (IP) addresses of at least two nameserver hosts (one primary and at least one secondary) for your domain or subdomain. Up to six nameservers may be specified. If a host has more than one IP address, use a comma-separated list;
 - E. the corresponding names of those nameservers;
 - F. the original creation date of the registration; and
 - G. the expiration date of the registration.

eNom Canada may be required to make this information available in bulk form to third parties.

eNom Canada may also transfer or assign this information to CIRA or such other third party as eNom Canada may decide, in eNom Canada's sole discretion.

- v. Termination:
You agree that eNom Canada may terminate your use of the .CA Services:
- A. if you breach or fail to abide by any provision of this Agreement and/or any of the CIRA operating rules, policies, or dispute resolution policy;
 - B. if the information that you are obligated to provide, or that you subsequently modify, or that you are required to update contains false or misleading information, or conceals or omits any information material to the decision to register your domain name or the continued provision of the .CA Services, or is not provided by you;
 - C. if you use the .CA Services for any improper purpose, as determined by eNom Canada in eNom Canada's sole discretion;
or
 - D. for any reason, if eNom Canada provides you with 30 days notice of termination.

Furthermore, you agree that eNom Canada may suspend, cancel or transfer your access to the .CA Services in order to correct mistakes made by eNom Canada or a registry in registering your chosen domain name, or to resolve a dispute in accordance with a dispute resolution policy. eNom Canada will not refund any fees paid by you if eNom Canada terminates your use of or access to the .CA Services.

- vi. Domain Name Disputes.
You agree that, if your use of the .CA Services or the registration of your domain name is challenged by a third party, you will be subject to the provisions specified by CIRA in the CIRA dispute resolution 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 eNom Canada harmless pursuant to the terms and conditions set forth below in this Agreement.
- vii. Modifications to Domain Name Application(s).
You agree that in some instances eNom Canada may, but shall not be required to, make minor (non-substantive) modifications to your domain name application(s) to ensure that it/they may be registered. You authorize eNom Canada to make minor modifications to the information you provide or to make interventions that may be necessary in order to effectively process your domain name request.
- viii. Transfers:
You agree that if you would like to transfer a domain name registration to eNom Canada, eNom Canada will provide you with and charge you for one additional year of registration. When you transfer a domain name to

eNom Canada you represent and warrant that you have the legal authority to initiate the transfer of the domain name registration(s) and that the information you provide as part of your domain name transfer is accurate.

5. LIMITATION ON WARRANTIES AND CONDITIONS.

ENOM CANADA MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR THAT THE .CA SERVICES WILL BE AVAILABLE AT ALL TIMES DURING THE TERM OF THIS AGREEMENT OR WITH RESPECT TO FUNCTIONALITY, FREEDOM FROM BUGS OR VIRUSES, COMPATIBILITY OR OPERABILITY OF A REGISTRY OR THE SERVICES ACCESSED BY YOU OR WITH RESPECT TO THE SECURITY OF A REGISTRY OR REGISTRATION SERVICES, INCLUDING WITHOUT LIMITATION, THOSE SERVICES PROVIDED BY THIRD PARTY SOFTWARE, HARDWARE, INTERNET AND/OR TELECOMMUNICATIONS OR OTHER SERVICE PROVIDERS OR OTHERWISE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

6. USE OF DOMAIN NAMES.

YOU AGREE THAT ENOM CANADA SHALL NOT BE RESPONSIBLE FOR THE USE OF OR RIGHT TO USE ANY DOMAIN NAME REGISTERED IN A REGISTRY AND THAT ENOM CANADA SHALL NOT BE RESPONSIBLE IN ANY WAY WHATSOEVER FOR ANY CONFLICT OR DISPUTE WITH OR ANY CLAIM AGAINST 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 IDENTIFIER OF AN INDIVIDUAL OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR RELATING TO DEFAMATION OF OR UNLAWFUL DISCRIMINATION WITH RESPECT TO ANY OTHER PERSON. YOU ACKNOWLEDGE AND AGREE THAT THE REGISTRATION OF A DOMAIN NAME DOES NOT CREATE ANY PROPRIETARY RIGHT FOR YOU OR ANY OTHER PERSON IN ANY NAME USED AS A DOMAIN NAME OR IN ANY DOMAIN NAME REGISTRATION, AND THE ENTRY OF A DOMAIN NAME IN A REGISTRY IN THE WHOIS SHALL NOT BE CONSTRUED AS EVIDENCE OF 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 ANY DOMAIN NAME REGISTRATION.

7. LIMITATION OF LIABILITY.

ENOM CANADA'S AGGREGATE LIABILITY TO YOU INCLUDING FOR ALL BREACHES BY ENOM CANADA OF THIS AGREEMENT, SHALL BE LIMITED TO THE AMOUNT OF ANY FEES PAID BY YOU TO ENOM CANADA UNDER THIS AGREEMENT.

8. ADDITIONAL LIMITATIONS OF LIABILITY.

- i. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL ENOM CANADA OR ENOM CANADA'S DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ECONOMIC LOSS OR ANY DAMAGES RESULTING FROM LOSS OF USE, LOST BUSINESS REVENUE, LOST PROFITS OR THIRD PARTY DAMAGES.
- ii. IN NO EVENT SHALL YOU PURSUE ANY CLAIM AGAINST ENOM CANADA OR CIRA AND IN NO EVENT SHALL ENOM CANADA OR CIRA BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ECONOMIC LOSS OR DAMAGES RESULTING FROM LOSS OF USE, LOST PROFITS, LOST BUSINESS REVENUE OR THIRD PARTY DAMAGES) ARISING OUT OF, RESULTING FROM OR IN ANY WAY CONNECTED WITH:
 - A. ANY REGISTRY ACCESS DELAY OR ACCESS INTERRUPTION;
 - B. ANY DATA NON-DELIVERY OR DATA MISDELIVERY;
 - C. ANY UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT;
 - D. ANY ERROR, OMISSION OR MISSTATEMENT IN ANY INFORMATION OR SERVICE PROVIDED UNDER THIS AGREEMENT;
 - E. THE DELETION OF OR FAILURE TO STORE EMAIL MESSAGES;
 - F. A COMPUTER BUG OR VIRUS OR OTHER SYSTEM MALFUNCTION;
 - G. ENOM CANADA'S FAILURE OR REFUSAL TO PROVIDE SERVICES, INCLUDING ENOM CANADA'S FAILURE OR REFUSAL TO REGISTER, RENEW OR TRANSFER A DOMAIN NAME REGISTRATION, ENOM CANADA'S REGISTRATION OF A DOMAIN NAME, ENOM CANADA'S TRANSFER OF A DOMAIN NAME REGISTRATION, ENOM CANADA'S FAILURE

OR REFUSAL TO MAINTAIN OR MODIFY A DOMAIN NAME REGISTRATION, ENOM CANADA'S CANCELLATION OF A DOMAIN NAME REGISTRATION FROM A REGISTRY, OR ENOM CANADA'S FAILURE OR REFUSAL TO PROVIDE THE OTHER SERVICES;

- H. ANY INTERRUPTION OR DELAY IN THE PROVISION OF THE OTHER SERVICES;
- I. THE PROCESSING OF ANY APPLICATION FOR THE REGISTRATION OF A DOMAIN NAME OR ANY OTHER APPLICATION OR REQUEST, OR PROCESSING OF ANY AUTHORIZED OR UNAUTHORIZED CHANGES TO YOUR INFORMATION;
- J. ANY BREACH BY CIRA OF THEIR OBLIGATIONS TO YOU UNDER THEIR REGISTRANT AGREEMENT WITH YOU OR BY CIRA UNDER ITS REGISTRAR AGREEMENT WITH ENOM CANADA OR ANY OTHER ACTION OR OMISSION OF CIRA;
- K. THE APPLICATION OF THE CIRA DISPUTE RESOLUTION POLICY OR COMPLIANCE WITH ANY ORDER, RULING, DECISION OR JUDGMENT MADE THEREUNDER OR BY ANY COURT, TRIBUNAL, BOARD, ADMINISTRATIVE BODY, COMMISSION OR ARBITRATOR AND ANY ACTIONS TAKEN IN CONSEQUENCE THEREOF;
- L. THE USE OF ANY DOMAIN NAME IN A REGISTRY AND ANY CONFLICT OR DISPUTE WITH OR ANY CLAIM AGAINST YOU, INCLUDING ONE RELATING TO:
 - a. REGISTERED OR UNREGISTERED TRADE-MARKS;
 - b. BUSINESS NAMES, PARTNERSHIP NAMES, CORPORATE NAMES AND OTHER TRADE NAMES;
 - c. NAMES OR IDENTIFIERS OF INDIVIDUALS OR GROUPS OR INDIVIDUALS;
 - d. ANY OTHER INTELLECTUAL PROPERTY RIGHTS;
 - e. DEFAMATION OF ANY PERSON; OR
 - f. UNLAWFUL DISCRIMINATION WITH RESPECT TO ANY PERSON.

9. INDEMNITY.

You agree to indemnify and save eNom Canada and eNom Canada's directors, officers, employees, contractors, agents and representatives harmless from and against any and all damages, liabilities, obligations, losses, claims, demands, actions, causes of action, lawsuits, penalties, costs and expenses (including,

without limitation, reasonable legal and other related costs) arising out of or in any way connected with:

- i. any breach of or non-fulfilment of any covenant or agreement by you under this Agreement or CIRA's Registrant Agreement;
- ii. your breach of any representation or warranty contained in this Agreement or CIRA's Registrant Agreement;
- iii. the .CA Services or any other services provided to you hereunder or the use by you of such services, including without limitation your violation of any intellectual property or other right of any person and any defamation of or unlawful discrimination against any person;
- iv. your violation of any of the operating rules or policies relating to the .CA Services, or
- v. your actions or omissions.

When eNom Canada is threatened with suit or is actually sued by a third party, eNom Canada may seek written assurances from you concerning your promise to indemnify eNom Canada.

10. NO GUARANTEE.

You acknowledge and agree that registration of your chosen domain name does not ensure immunity from objection or challenge to either the registration or use of your domain name. You further acknowledge and agree that the terms and conditions of this Agreement are subject to change at any time due to any rules, requirements, policies, guidelines or regulations adopted, developed or imposed by CIRA or by law. Registration of your chosen domain name does not ensure that the terms of this Agreement will not change.

11. YOUR REPRESENTATIONS AND WARRANTIES.

You agree, represent and warrant that:

- i. the information that you or your agent on your behalf provide during the application process to register or renew your domain name or to request or apply for the .CA Services is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided in a timely manner according to the modification procedures in place at that time;
- ii. to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party;
- iii. you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder;
- iv. you have the legal capacity to enter into this Agreement; and

- v. your use of the .CA Services is solely at your own risk, and that all of the .CA Services are provided on an "as is," and "as available" basis.

12. RIGHT OF REFUSAL.

eNom Canada, in its sole discretion, reserve the right to refuse to provide you with the .CA Services. You agree that eNom Canada will not be liable to you for loss or damages that may result from the refusal to provide you with .CA Services.

13. CIRA TERMS.

You agree that:

- A. CIRA may, at its option, extend any period for the registration of a .CA domain name at no charge to you or eNom Canada for such further period of time as CIRA may determine, in its sole discretion;
- B. neither eNom Canada nor CIRA shall be liable to you for any loss, damage or expense arising out of CIRA's failure or refusal to register a .CA domain name, CIRA's failure or refusal to renew a .CA domain name registration, CIRA's registration of a .CA domain name, CIRA's failure or refusal to renew a .CA domain name registration, CIRA's renewal of a .CA domain name registration, CIRA's failure or refusal to transfer a .CA domain name registration, CIRA's transfer of a .CA domain name registration, CIRA's failure or refusal to maintain or modify a .CA domain name registration, CIRA's maintenance of a .CA domain name registration, CIRA's modification of a .CA domain name registration, CIRA's failure to cancel a .CA domain name registration or CIRA's cancellation of a .CA domain name registration from the CIRA registry;
- C. 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 eNom Canada of any obligations under this Agreement or the Registrar Agreement between eNom Canada and CIRA;
- D. registration of your selected .CA 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, including the Canadian Presence Requirements. CIRA's form of Registrant Agreement and the Canadian Presence Requirements are set forth at CIRA's web site (currently http://www.cira.ca/en/cat_Registration.html);
- E. in the event that eNom Canada is no longer a CIRA certified registrar, has its certification as a CIRA certified registrar suspended or terminated, or in the event the Registrar Agreement between eNom Canada and CIRA is terminated or expires, you shall be responsible for changing your registrar of record to a new CIRA certified registrar within 30 days of the earlier of notice thereof being given to you by: (i) eNom Canada, or (ii) CIRA in accordance with CIRA's then current Registration Rules;

provided, however, that if any of your .CA domain name registration(s) is/are scheduled to expire within 30 days of the giving of such notice, then you shall have 30 days from the anniversary date of the registration(s), to register with a new CIRA certified registrar and to renew such .CA domain name registration(s) in accordance with the Registration Rules;

- F. you acknowledge and agree that, should there be insufficient funds prepaid by eNom Canada in the CIRA Deposit Account to be applied in payment of any fees, CIRA may in its sole discretion stop accepting applications for .CA domain name registrations from eNom Canada, stop effecting registrations of .CA domain names and transfers, renewals, modifications and cancellations of .CA domain name registrations requested by eNom Canada and stop performing other billable transactions requested by eNom Canada not paid in full and CIRA may terminate the Registrar Agreement between CIRA and eNom Canada;
- G. you shall not, directly or indirectly, through registration or use of your .CA domain name or otherwise:
 - 1. violate or contribute to the violation of the intellectual property rights or other rights of any other person;
 - 2. violate or contribute to the violation of the intellectual property rights or other rights of any other person;
 - 3. unlawfully discriminate or contribute to the unlawful discrimination of any other person;
- H. you agree that CIRA shall not be responsible for the use of any .CA domain name in the CIRA 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 a registrant, 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;
- I. CIRA shall have the right, at any time and from time to time, acting reasonably, to amend the Registrar Agreement between eNom Canada and CIRA, including without limitation, the certification and re-certification requirements, the Registration Rules, the fees and the other Rules and Procedures and to adopt new Rules and Procedures not yet in effect. Any such amendment will be binding and effective on eNom Canada 30 days after CIRA gives notice of such amendment by e-mail to eNom Canada. You agree with eNom Canada to promptly amend this Agreement to reflect any amendments to Section 4.2 of the Registrar Agreement between eNom Canada and CIRA (relating to registrant terms required by CIRA);

- J. you acknowledge and agree that registration of a .CA domain name does not create any proprietary right for you or any other registrant, eNom Canada or any other registrar or any other person in the name used as a .CA domain name or the .CA domain name registration and that the entry of a .CA domain name in the CIRA registry or in the WHOIS look up system of the CIRA registry shall not be construed as evidence or ownership of the .CA domain name registered as a .CA domain name. You shall not in any way transfer or purport to transfer a proprietary right in any .CA domain name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a .CA domain name registration; and
- K. eNom Canada agrees to immediately give you notice in the event eNom Canada is no longer a CIRA certified registrar, has its certification as a CIRA certified registrar suspended or terminated or the Registrar Agreement between eNom Canada and CIRA is terminated or expires. CIRA may post notice of such suspension, termination or expiry on its web site and may, if CIRA deems appropriate, give notice to you thereof.

14. ASSIGNMENT.

Your rights under this Agreement are not assignable. eNom Canada may assign its rights and responsibilities under this Agreement and may assign, to any third party, including to CIRA or another CIRA authorized Registrar, on ten (10) days notice to you or as posted on an eNom Canada or eNom Incorporated web site, the following: (i) your domain name registration, (ii) all related information and data which you provided, and (iii) the provision of .CA Services.

15. SEVERABILITY.

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

16. JURISDICTION.

This Agreement, and the application or interpretation hereof will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada and the parties irrevocably submit to the personal and subject matter jurisdiction of the Courts of the Province of British Columbia. Any acceptance of your application for .CA Services takes place at eNom Canada's offices in Kelowna, British Columbia, Canada.

.KIDS.US

Should you seek to register a KIDS.US third level domain name you, the registrant, must agree to the terms of the .US second level domain AND the following terms:

The KIDS.US Content Policy, Take Down Policy, Challenge Process, and other policies and rules established by the administrator for KIDS.US, as these may be established and/or modified from time to time. Detailed descriptions of these policies, processes, and rules are available at http://www.kids.us/content_policy/content.html, http://www.kids.us/policy_overview_files/frame.htm, and <http://www.kids.us>.

These restrictions are important, as, among other things, the following types of information or content are not permitted within the KIDS.US domain: mature content, pornography, inappropriate language, violence, hate speech, drugs, alcohol, tobacco, gambling, weapons. In addition, there are technological restrictions on web sites using a KIDS.US domain. These include prohibitions against the use of two-way interactive and multiuser interactive services (email, chat, etc.) and no hyperlinks outside of the KIDS.US space. Do not, however, rely on this summary of these restrictions. You must review and agree to all of the policies, processes, and rules found at the links listed above.

.COM.TW, .ORG.TW, & .IDV.TW

Should You seek to register a .TW third level domain name (or second level domain, should they become available), You, the registrant, must also agree to the following:

1. You shall obey and comply with any and all applicable laws, regulations, and administrative policies promulgated by Taiwan government agency;
2. You agree to obey, comply with and be bound by TWNIC rules and regulations and any and all updates, revisions and modifications, which may be made by TWNIC from time to time, including but not limited to:
 - 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

Which include, without limitation:

- I. Rules of using bytes with technical restrictions and reserved words on various TWNIC Domain Names
 - II. Types of TWNIC Domain Names and Application Requirements
 - III. Standards of Registration, Transfer, Cancellation, or Alteration TWNIC Domain Name
3. Guidelines for Authorization of Domain Name Registration Services
4. TWNIC Domain Name Dispute Resolution Policy
5. Rules for the TWNIC Domain Name Dispute Resolution Policy

6. The terms of the TWNIC registration agreement
7. You represent that, to the best of Your knowledge and belief, the registration and the use of the Domain Name(s) do not directly or indirectly infringe or violate the legal rights and/or interests of any third party.
8. You shall provide accurate and reliable contact details and promptly correct and update them during the term of the effective term of the domain name registration, including: the full name, postal address, email address, voice telephone number, and fax number; name of authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; and names of primary and secondary nameserver(s).
9. Your willful or gross negligence in providing inaccurate or false information, or Your willful or gross negligence in failing to promptly provide updated information shall constitute a material breach of the domain name registration agreement and gives the registrar the right to cancel the domain name registration.
10. You give eNom the right to accept written complaints from third parties against false and/or inaccurate Whois data and You agree to follow any procedural regulation which may exist between the .TW registry operator, currently NeuLevel Inc., eNom;
11. You agree to indemnify, defend, and hold harmless both eNom and NeuLevel Inc., including all directors, officers, employees, representatives, agents, affiliates, and stockholders thereof, from and against any and all claims, suits, action, other proceedings, damages, liabilities, costs, and expenses of any kind, including, without limitation, reasonable legal fees and expenses, arising out of or relating to Your (i) domain name registration and (ii) use of any other ccTLD service offered by Your ICANN accredited registrar and/or Neulevel Inc. You agree that this indemnification obligation shall survive the termination or expiration of the Registration Agreement.

.DE

Should you seek to register a .DE second level domain name you, the registrant, must also agree to the terms of the .DE registration terms and conditions in German (an English translation is provided for the convenience of English speakers, but the terms as found in the German agreement are the authoritative and legally binding terms).

You should be aware that the terms of registering second level domain in the .DE namespace are not well documented. For example, fees for a second level domain registration in the .DE namespace are charged on a monthly basis. Registrars, however, may provide fee payment services which would allow you to pre-pay for longer time periods. If you pre-pay for a longer period of time, you will not be given a refund by this registrar if you elect to cancel your registration prior to the end of your pre-paid period. Also, a second level domain registration in the .DE namespace is for life, though you may cancel your registration by providing one month's notice to DENIC. If you do not cancel your registration and you stop paying the required registration fees through this registrar, then this registrar will stop making payments to DENIC on your behalf, at which

time DENIC may attempt to bill you directly (and not through this registrar). After a certain period of non-payment, DENIC may then terminate your domain name registration, though it is not clear to this author whether you would also be released from the requirement that you pay the registration fees incurred prior to termination by DENIC. If you stop paying the required registration fees, this registrar may, but is not required to, terminate your .DE domain name registration on your behalf. It is not clear to this author where these terms are spelled out for prospective .DE registrants, so you are encouraged to perform your own due diligence to your own satisfaction before making the decision to register a second level domain registration in the .DE namespace.

.US.COM, .EU.COM, .BR.COM, .CN.COM, .DE.COM, .HU.COM, .NO.COM, .QC.COM, .RU.COM, .SA.COM, .SE.COM, .SE.NET, .UK.COM, .UK.NET, .UY.COM & .ZA.COM

Should you seek to register a .US.COM, .EU.COM, .BR.COM, .CN.COM, .DE.COM, .HU.COM, .NO.COM, .QC.COM, .RU.COM, .SA.COM, .SE.COM, .SE.NET, .UK.COM, .UK.NET, .UY.COM & .ZA.COM third level domain name you, the registrant, in addition to the general terms and conditions of agreement with eNom listed in Sections 1 through 21, agree to the following terms and conditions for registrations in CentralNic (PDF) (Adobe Acrobat needed to view)