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6 DYNADOT, LLC

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11
12 BANK JULIUS BAER & CO. LTD, a
Swiss entity; and JULIUS BAER BANK
13 AND TRUST CO. LTD, a Cayman Islands
entity,

14 Plaintiff,

15 vs.

16 WIKILEAKS, an entity of unknown form,
17 WIKILEAKS.ORG, an entity of unknown
form; DYANDOT, LLC, a California
18 limited liability corporation, and DOES 1
through 10, inclusive,

19 Defendants.
20

Case No. CV08-0824 JSW

**NOTICE OF SUBMISSION OF SERVICE
AGREEMENT**

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4038

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to the Court's request under item 2.c. of its
3 Questions for Hearing and as directed by the Court at the hearing on February 29, 2008,
4 Defendant DYNADOT, LLC hereby submits as Exhibit A a true and correct copy of its Service
5 Agreement which sets forth the terms of usage between Dynadot and the owner of the domain
6 name wikileaks.org.

7 Dated: February 29, 2008

WENDEL, ROSEN, BLACK & DEAN LLP

8
9 By: 

Garret D. Murai
Attorneys for Defendant
DYNADOT, LLC

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4036


[Home](#) [Account Area](#) [Shopping Cart](#) [Help](#)
[Welcome](#) [Domain Names](#) [Web Hosting](#) [Marketplace](#) [SSL](#) [Resources](#) [Company](#)

Service Agreement

DYNADOT SERVICE AGREEMENT

Version 3.1

Effective December 1, 2007

INTRODUCTION

This is an Agreement between "You" and Dynadot, LLC ("Dynadot") (formerly INamePro, LLC), a California limited liability corporation. In this Service Agreement ("Agreement"), "You" and "Your" shall refer to Yourself as the customer and Your agents, including each person listed in Your account information as being associated with Your account, while "we", "us" and "our" refer collectively to Dynadot. This Agreement explains the mutual obligations between You and Dynadot based upon Your purchase of services through Dynadot. By purchasing a service through Dynadot, You agree to establish an account with us and to be bound by the terms of this Agreement for transactions entered into by You or on Your behalf by anyone acting as Your agent. You also agree to be bound by the terms of this Agreement for transactions entered into by anyone who uses Your account with Dynadot, whether or not the transactions were on Your behalf and whether or not the transactions were with Your permission. You agree that Dynadot's acceptance of any registration, application and/or transaction request made by You for services or products provided by Dynadot will occur in San Mateo, California, USA.

PART 1: GENERAL PROVISIONS

1. FEES & PAYMENT.

As consideration for the services and products ("services") You purchase from Dynadot, You agree to pay Dynadot the applicable fees set forth on our web site at the time of Your purchase, or, if applicable, upon receipt of Your invoice from Dynadot. You agree to pay Dynadot at the time service is provided. You agree that all payments of fees for Dynadot services shall be made in United States dollars. You agree to pay all fees by providing a valid credit card or PayPal account information for immediate charge by Dynadot, or by immediately mailing a valid check to the address stated on our web site. You agree that all fees are due immediately and are non-refundable, except as otherwise expressly stated in this Agreement. You acknowledge that You have the option to "pre-pay" for Dynadot services, by depositing funds using one of the above-described payment methods, for use as account credit in the purchase of Dynadot services. You agree that any and all account credits and/or "pre-payments" shall be non-refundable and shall not be redeemed for cash, except as otherwise expressly stated in this Agreement. If for any reason Dynadot is unable to charge Your credit card, debit Your PayPal account, cash Your check, or draw from Your account credit, for the full amount You owe to Dynadot for the services provided by Dynadot, You agree that Dynadot may pursue any and all available remedies in order to enforce payment, including, but not limited to, immediate cancellation without notice to You of any service provided by Dynadot to You. You understand and agree that Dynadot will charge You a fee for any bounced check. The fee for a bounced check is currently \$20 and is subject to change under this Agreement, as specified on our website, or as specified in our notices to You at the time of handling Your bounced check. You agree that Dynadot reserves the right to charge You, by charging to the credit card or PayPal account You have on file with Dynadot or by sending You an invoice, additional service fees for administrative services above and beyond the scope of customer service issues ordinarily and reasonably handled by email, or for handling disputes that require legal services.

2. TERM OF AGREEMENT.

The term of this Agreement shall continue in full force and effect as long as You have any customer account with Dynadot.

3. TERM OF SERVICE; RENEWAL OF SERVICES.

Unless otherwise specified on our web site or herein, each Dynadot service is for a one-year initial term, and is renewable thereafter for successive one to ten-year terms, as set forth during the renewal process or on our web site. Any renewal of Your services with Dynadot is subject to our then-prevailing terms and conditions. You acknowledge and agree that the renewal price may be higher or lower than the price You paid for the then-current term of service. You acknowledge that it is Your sole responsibility to keep Your own records and to maintain Your own reminders regarding when Your services are set to expire. As a convenience to you, and not as a binding commitment, Dynadot may notify You via an email message or via Your account when renewal fees are due. If for any reason You do not complete timely payment of fees in connection with Your renewal transaction, Your services will expire or be cancelled. If You select automatic renewal of Your services, Dynadot may attempt to renew the services a reasonable time before expiration, for a term equivalent to Your original registration, at our then-current prices, provided Your payment information is available and up to date. If, for any reason whatsoever, Dynadot is unable to successfully process any automatic renewal transaction, and You fail to remedy the problem, Your services will expire. You agree that

You are solely responsible for the payment information You provide to Dynadot and must promptly notify Dynadot of any changes or updates to Your payment information (e.g., change of expiration date or account number). You acknowledge that Dynadot is not required to, but that we may, contact You to update Your payment information in the event that an attempted transaction is not processed successfully. You understand and agree that Dynadot accepts no responsibility and shall have no liability to You or any third party in connection with the renewal of services, including, but not limited to, any failure or errors in renewing such services, or losses or damages related to any cancellation, discontinuation, expiration, or termination of services as a result of such failures or errors in renewing such services. You understand and agree that You bear the sole responsibility of renewing Your services with Dynadot by logging on to Your Dynadot account and completing the renewal process, or by taking whatever actions are required or requested by Dynadot in order to complete the renewal process. In all cases, domain name renewal transactions are final, irreversible, non-refundable, and ineligible for account credit.

4. ACCURACY OF INFORMATION; UPDATING INFORMATION.

You agree to provide true, accurate, current, and complete information about You as required by the registration and/or application process ("Account Information"). You agree to maintain and update Your Account Information when purchasing services, in order to keep the information accurate, current, and complete. You agree to notify Dynadot within five (5) business days when there is a change to any of Your Account Information. You agree to respond within five (5) business days to any inquiries Dynadot may make to determine the validity of any information provided by You. You understand that Dynadot relies on the Account Information to send You important information and notices regarding Your account and our services. Failure by You for any reason to provide Dynadot with accurate and reliable information at any time, or to timely respond to any inquiries to verify the information You provide, shall be considered a material breach of this Agreement.

5. PRIVACY; USE OF INFORMATION.

You agree to be bound by Dynadot's privacy policy that is incorporated herein by reference, and that is located on our web site at http://www.dynadot.com/privacy_policy.html. You agree that Dynadot, in its sole discretion and at no liability to You for any resulting loss or damage, may modify our privacy policy. Revised privacy policies will be posted on our web site thirty (30) days prior to becoming effective. You agree that, by using our services or maintaining any domain name registered through Dynadot, after modifications to our privacy policy have become effective, You have agreed to these modifications. You agree to periodically review our web sites to make Yourself aware of any such revisions or changes. You agree that, if You do not agree to any modification, You may terminate this Agreement without refund or credit to You of any fees paid by You to Dynadot.

You agree that for each domain name You register with Dynadot, the following information will be made publicly available in ICANN's WHOIS directory, may be shared with third parties, and may otherwise be made publicly available by Dynadot: (1) the domain name registered; (2) Your name and postal address; (3) email address, postal address, telephone and facsimile numbers for Your designated technical and administrative contacts; (4) internet protocol ("IP") numbers for the primary and secondary name servers, and corresponding names of such name servers; and, (5) the date of registration and expected expiration date. You further agree that for each domain name You register with Dynadot, Your personal data associated with Your domain registration will be shared with the applicable central registries.

If You resell any domain name that You obtained through Dynadot, You agree to provide information about the use of personal information, as set forth herein and in Dynadot's privacy policy, to any person or entity from whom You collect personal information. You agree to obtain consent and evidence of consent to the use of such personal information from any person or entity from whom You collect personal information.

6. ACCOUNT SECURITY.

To access or use Dynadot's services or to modify Your account, You may be required to establish an account and obtain a user name, account ID and/or number, and/or password. You authorize Dynadot to process any and all account transactions initiated through the use of Your password or other account information. You agree that You are solely responsible for maintaining the confidentiality of Your password and account information. You agree to immediately notify Dynadot of any unauthorized use of Your password and/or Your account, or any other breach of security. You also agree that You are solely responsible for any and all charges, liabilities, and/or activities that occur on Your account, whether initiated by You, by others on Your behalf, or unauthorized, or by any other means. You agree that in no event shall Dynadot be liable for any loss whatsoever that You may incur as a result of someone else using Your password, account, and/or account information, either with or without Your knowledge or consent. You further agree that You could be held liable for any losses incurred by Dynadot or another party due to someone else using Your password, account, or account information. Dynadot specifically disclaims any liability for any activity occurring on Your account, whether authorized by You or not. You agree that Dynadot may log off, delete, disable, or deactivate any account that is inactive for an extended period of time.

7. RIGHT OF REFUSAL; CANCELLATION OF SERVICES; ACCEPTABLE USE POLICY.

You agree that Dynadot, in its sole discretion and without liability to You for any resulting loss or damages, may refuse to accept or may delete the registration, application and/or transaction request of any service You may purchase through Dynadot. In the event Dynadot refuses or deletes Your registration, application and/or transaction request for a service through Dynadot within the times specified in the applicable sections of this Agreement, Dynadot may issue an account credit of any applicable fee(s) You have paid to Dynadot in connection with the registration being refused or canceled.

You further agree that Dynadot, in its sole discretion and without liability to You for any resulting loss or damages, may delete, suspend, cancel, terminate, or otherwise interrupt any and all services You may purchase through Dynadot, or Your customer account with Dynadot, at any time during the term of this Agreement, if such service or account is used in association with morally objectionable activities.

Morally objectionable activities include, but are not limited to, the transmission of unsolicited mail or "spam"; activities prohibited by the laws of the United States and/or foreign territories in which You conduct business; activities that promote unlawful behavior, such as hate crimes, terrorism, or child pornography; activities that are designed to or that effectively defame, slander, harass, embarrass, threaten, abuse, or harm third parties; activities that impersonate the identity of any third parties; activities that are harmful to minors in any way; activities that constitute fraud or that have a fraudulent purpose; activities that are designed to or that effectively infringe upon the copyright, trademark, trade secret, or other intellectual property rights of a third party; and activities that constitute or promote obscenity, profanity, indecency, tortuous behavior, racism, bigotry, hatred, vulgarity, harassment, invasion of privacy or publicity rights of a third party, or physical harm of any kind against any group or individual; or any other objectionable material or activity of any kind or nature as Dynadot in its sole discretion may determine.

You agree that any use of Your account with Dynadot, whether or not on Your behalf and whether or not with Your permission, in association with any morally objectionable activities shall constitute a material breach of this Agreement. In the event that Dynadot deletes, suspends, cancels, terminates, or otherwise interrupts any service to You or Your customer account for use in association with morally objectionable activities, any and all fees paid to Dynadot shall be non-refundable and ineligible for account credit.

8. INTELLECTUAL PROPERTY.

Except as otherwise set forth herein, You agree that all rights, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, and software; and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Dynadot services identified herein ("Dynadot Intellectual Property Rights") are owned by Dynadot or its licensors, and you agree to make no claim of interest in or ownership of any such Dynadot Intellectual Property Rights. You acknowledge that no title to the Dynadot Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in Dynadot's or its licensors' services, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by Dynadot and all right, title and interest in and to each such Derivative Work shall automatically vest in Dynadot. Dynadot shall have no obligation to grant you any right in any such Derivative Work.

9. REPRESENTATIONS & WARRANTIES.

You agree and warrant that: (i) You have all requisite power and authority to execute this Agreement and to perform Your obligations hereunder; (ii) You are of legal age to enter into this Agreement, or You are at least thirteen (13) years of age and have Your parents' permission to apply for services hereunder; (iii) neither Your registration, application, and/or transaction request, nor use of any of Dynadot's services, nor the manner in which You intend to use Dynadot's services will directly or indirectly infringe the legal rights of a third party; and, (iv) You agree to comply with all applicable laws and regulations. You further agree that Dynadot shall not be bound by any representations made by any third party who You may use to obtain services from Dynadot. You understand and agree that any statements of a general nature which appear in Dynadot's promotional materials, including but not limited to its web site, emails, account notices, or advertisements, shall not bind Dynadot.

10. DISCLAIMER OF WARRANTIES.

You agree that the use of our services is solely at Your own risk, and that our services are provided on an "as is" and "as available" basis. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES OR AS TO THE CORRECTNESS, ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES WE PROVIDE. WE MAKE NO WARRANTY REGARDING ANY GOODS, SERVICES, OR PRODUCTS OBTAINED THROUGH THE USE OF OUR SERVICES OR THROUGH ANY TRANSACTION ENTERED THROUGH THE USE OF OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR DATA DOWNLOADED, ACCESSED, OR OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS TO YOUR COMPUTER SYSTEM OR DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR DATA. YOU UNDERSTAND AND AGREE THAT ANY INFORMATION OR ADVICE YOU OBTAIN FROM US OR THROUGH THE USE OF OUR SERVICES DOES NOT CREATE ANY WARRANTY AND THAT YOU MAY NOT RELY ON SUCH INFORMATION AND ADVICE.

11. TERMINATION OF AGREEMENT.

You agree that, should You cancel or terminate this Agreement with Dynadot, You will not receive any refund or credit of any fees You may have paid to Dynadot, except as otherwise expressly stated herein. Should You elect to cancel or terminate this Agreement with Dynadot, You agree to provide at least thirty (30) days written notice to Dynadot in the manner prescribed in this Agreement.

You agree that Dynadot may terminate this Agreement or any part of its services at any time, and without notice to You, in the event of a breach of this Agreement or if termination is or becomes required by any policy of ICANN. You agree that Your failure to completely comply with the provisions of this Agreement or any rule or policy of Dynadot may constitute a material breach of this Agreement. Should Dynadot cancel, discontinue, or terminate Your account, this Agreement, or any services it provides to You as a result of any breach of this Agreement, no fees will be refunded or credited to You. Dynadot's failure to notify You or act upon any possible breach by You, shall not excuse You from the breach and shall not constitute a waiver of Dynadot's right to notify You or act upon such breach at a later time.

12. MODIFICATION.

You agree that, during the term of this Agreement, Dynadot may (1) revise the terms and conditions of this Agreement from time to time; and/or, (2) discontinue services it provides under this Agreement at any time. You agree to be bound by any such changes and revisions when such changes become effective. Any changes or revisions to this Agreement shall become binding and effective thirty (30) days after posting of the revised Agreement on our web site, or upon notification to You by email or regular postal mail. You agree to periodically review our web site to make Yourself aware of any such revisions or changes. If You do not agree with any revision or change to this Agreement, You may terminate this Agreement at any time by providing us with written notice, and You agree that any fees paid by You to Dynadot are non-refundable and ineligible for credit.

You understand and acknowledge that Dynadot is an approved domain name registrar bound by an agreement between itself and the Internet Corporation for Assigned Names and Numbers ("ICANN"), and bound by various agreements between itself and various central registries for top-level domain names. You agree that Dynadot may modify this Agreement in order to comply with applicable law and the terms and conditions required by ICANN or any such central registry.

13. ASSIGNMENT & RESALE.

Except as otherwise set forth herein, Your rights under this Agreement are not assignable or transferable. Any attempt by Your creditors to obtain an interest in Your rights under this Agreement, whether by attachment, levy, or otherwise, renders this Agreement voidable at Dynadot's discretion.

If You resell any domain name registered with Dynadot, You agree to inform any customer of Yours of the fact that they are registering their domain name through Dynadot, an accredited registrar of ICANN. You further agree not to represent, whether orally, in writing, or by symbols, that You are an accredited registrar of ICANN or that You are an authorized reseller of Dynadot's services. You agree to obtain from any customer of Yours acceptance of, and evidence of acceptance of, Dynadot's then-prevailing Service Agreement. You agree to obtain from any customer of Yours, and provide to Dynadot within five (5) days, such customer's updated, complete, and accurate personal information in accordance with ICANN requirements and this Agreement. Any Agreement You enter with any customer of Yours shall not conflict with Dynadot's Service Agreement or any policies of ICANN. You understand and agree that if You resell any service obtained through Dynadot, You are not a registrar or hosting provider, and You shall not attempt to access Dynadot's registrar connections, registry access, or hosting servers. You understand and agree that if you resell any service obtained through Dynadot and any customer of Yours violates any provision of Dynadot's Service Agreement or any policy of ICANN, Dynadot reserves the right to cancel, terminate, or otherwise interrupt Your customer account or any and all services. You understand and agree that if you resell any service obtained through Dynadot, You hereby assume full and complete responsibility for, and agree that Dynadot shall have no responsibility or liability for, any and all activities, complaints, or cancellations by the party to whom You resell Dynadot's services. You further agree to indemnify, defend, and hold harmless Dynadot against any claims, losses, and liabilities relating to or arising out of Your resale of Dynadot's services, and as more fully described in the Indemnification to Dynadot section of this Agreement.

14. THIRD PARTY TRANSACTIONS.

Dynadot shall not be responsible for and shall have no liability with respect to any services or products purchased or obtained by You from a third party.

15. LIMITATION OF LIABILITY.

You agree that Dynadot's entire liability, and Your exclusive remedy in law, in equity, or otherwise, in connection with any service provided to You by Dynadot under this Agreement and/or for any breach of this Agreement by Dynadot shall be limited to the amount of the fees You paid to Dynadot for the particular service during the term of this Agreement. DYNADOT PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. DYNADOT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM, RELATED TO, OR ARISING OUT OF THE USE OR INABILITY TO USE ANY OF DYNADOT'S SERVICES OR FOR THE EXPENSE OF OBTAINING ALTERNATE SERVICES. To the extent that the laws of certain states do not permit the limitation or elimination of liability for certain types of damages, Dynadot's liability shall be limited to the smallest amount permitted by law in such states.

You understand and agree that Dynadot disclaims any loss or liability resulting from: (1) access delays or access interruptions to our web site or domain name registration system; (2) data non-delivery or data mis-delivery; (3) acts of God; (4) the unauthorized use or misuse of Your account or any of the services provided to You by Dynadot; (5) the inadvertent disclosure or theft of Your personal information; (6) errors, omissions, or misstatements in any and all information by Dynadot; (7) the deletion of, failure to store, or failure to process or act upon email messages or other mail; (8) the development or interruption of Your web site or Your Dynadot web site; (9) errors in connection with the processing of Your application; (10) the processing of updated information to Your account; (11) the application of Dynadot's or any Registry Operator's dispute resolution policy; (12) the loss of registration, processing of, or use of any domain name; (13) the failure to renew the right to use a domain name, for any reason; (14) the failure or processing of any transfer request, for any reason; (15) any corrective action Dynadot may take on Your customer account or services provided by Dynadot to You as a result of Your violation of any term of this Agreement; (16) any act or omission, whether authorized by You or not, that is caused by You or Your agent; (17) any rejection, cancellation, suspension, interruption, or termination of services provided by Registry Operators or third party vendors for any reason whatsoever; or, (18) submission of proposed registration requests to Registry Operators, including without limitation, Your ability or inability to obtain a particular domain name.

16. INDEMNIFICATION TO DYNADOT.

You agree to release, indemnify, defend, and hold harmless Dynadot, and any of its contractors, agents, employees, officers, directors, shareholders, members, affiliates, and assigns from and against any losses, liabilities, claims, damages or costs, including reasonable attorneys' fees and expenses, relating to or arising out of Your registration, application, transaction request, resale, or use of services provided by Dynadot and Your account with Dynadot, whether by You, Your agent, or anyone else, whether or not on Your behalf, and whether or not with Your permission. Should Dynadot be threatened with a lawsuit or receive notice of a filed or pending lawsuit by a third party, Dynadot may seek written assurances from You concerning Your promise to indemnify Dynadot. Your failure to provide such written assurances may be considered a material breach of this Agreement. You agree that such indemnification obligation shall survive the termination or expiration of this Agreement.

17. SEVERABILITY.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICES.

You agree that all notices concerning breach of this Agreement may be sent to the email address You provide to Dynadot or mailed by first class postage to the postal address You provide to Dynadot. Such notices shall be deemed delivered within five (5) days after the date sent. You agree that all other notices may be posted on our web site and shall be deemed delivered within thirty (30) calendar days of posting.

You agree that all notices from You to Dynadot shall be sent by email or by first class postal mail to the address provided on our web site, which shall be deemed delivered five (5) days after the date sent. In no event may notices be made by telephone.

You authorize Dynadot to notify You as our customer of information that we deem is of potential interest to You, including commercial emails, telephone calls, notices of changes, upgrades, new products and services, or other information pertaining to Your account.

19. GOVERNING LAW; VENUE; WAIVER OF RIGHT TO JURY TRIAL.

This Agreement shall be deemed entered into in the State of California. This Agreement shall be governed by the laws and judicial decisions of the State of California. You agree to submit to the exclusive subject matter jurisdiction, personal jurisdiction, and venue of the United States District Court for the Northern District of California for any and all disputes concerning, relating to, or arising out of this Agreement, or between You and Dynadot, whether or not such disputes also involve other parties. If there is no jurisdiction in the United States District Court for the Northern District of California, then You agree that jurisdiction shall be in the courts of San Mateo County, California.

You agree to waive the right to trial by jury in any proceeding that arises out of or relates to this Agreement.

20. WAIVER.

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Dynadot. Waiver of any one provision of this Agreement by Dynadot shall not constitute a waiver of any other provision of this Agreement, and shall not affect our right to require performance, enforce, or seek all legally available remedies for breach of any other provision of this Agreement.

21. MERGER; ENTIRE AGREEMENT.

This Agreement, and any rules, policies, or documents incorporated by reference in this Agreement, including, but not limited to, the dispute resolution policy and the privacy policy, constitutes the complete, entire, and exclusive Agreement between You and Dynadot regarding our services. No other Agreements or understandings, whether written, oral, or by custom, habit, practice or policy, affect the scope or applicability of this Agreement.

22. HEADINGS.

The section headings in this Agreement are for the purpose of convenience only, and are not intended to and in no way define, describe, limit, expand, or construe the scope of any provision or its applicability.

23. FORCE MAJEURE.

Neither party shall be deemed in default or shall hold the other party responsible for any failure or delay in the performance of its obligations under this Agreement in the event of an Act of God, earthquake, flood, fire, storm, natural disaster, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section shall have given prompt written notice to the other party of such event within five (5) days within the occurrence of such event, and shall have taken all reasonably necessary steps to mitigate the effects of the event. Should the force majeure event persist for a period of more than thirty (30) days, Dynadot may at its option terminate this Agreement.

24. AGREEMENT TO BE BOUND.

By registering, applying, and/or requesting a service with Dynadot, or by using services provided by Dynadot, You acknowledge that You have read and agree to be bound by all terms and conditions of this Agreement and any rules, policies, or documents incorporated by reference.

PART 2: DOMAIN NAME REGISTRATIONS

The following additional terms and conditions contained in this Part of the Agreement may apply if You purchase domain name registration services from Dynadot.

1. TERM OF REGISTRATION.

Unless otherwise specified on our web site, each domain name registration with Dynadot is for a one-year initial term. However, some domain names may be registered for a term of up to ten years, as set forth on our web site.

2. DISPUTE RESOLUTION.

You agree to be bound by Dynadot's dispute resolution policy that is incorporated herein by reference, and that is located on our web site at http://www.dynadot.com/icann_dispute.html. You agree that Dynadot, in its sole discretion and at no liability to You for any resulting loss or damage, may modify our dispute resolution policy at any time, without notice. Revised dispute resolution policies will be posted on our web site and are effective immediately. You agree that, by maintaining any service through Dynadot, after modifications to our dispute resolution policy have become effective, You have agreed to these modifications. You agree to periodically review our web site to make Yourself aware of any such revisions or changes. You agree that, if You do not agree to any modification, You may terminate this Agreement without refund or credit to You of any fees paid by You to Dynadot.

For the adjudication of any disputes brought by a third party against You concerning or arising from Your use of a domain name registered with Dynadot or Your use of our services, You (but not Dynadot) agree to submit to subject matter jurisdiction, personal jurisdiction, and venue of the United States District Court for the Northern District of California and the courts of Your domicile. You agree that in the event a dispute arises with any third party, You will indemnify, defend, and hold Dynadot harmless pursuant to the terms and conditions set forth in this Agreement. You agree that, if Dynadot is notified that a complaint has been filed with a judicial or administrative body regarding Your use of our services, You will not make any changes to Your account or services without our prior approval, and that Dynadot may take whatever action it deems necessary, in its sole discretion, regarding modification, assignment and/or control of the service or account as necessary to comply with the actions or requirements of the judicial or administrative body. You understand and agree that Dynadot will comply, if so obligated, with all court orders, domestic or international, directed against You and/or the domain name registration.

3. RESTORATION OF AN EXPIRED DOMAIN.

Unless otherwise specified herein or on our web site, the following terms and conditions apply to expiring domain name registrations.

Post-Expiration Period. If You fail to renew Your domain name before the designated expiration date, You understand and agree that the domain name registration will enter a "Post-Expiration period". During the Post-Expiration period, Dynadot will place the domain on Hold and You will lose access to and use of the domain, and any web site operating at the expired domain will have its name servers suspended. In addition, You will not be able to transfer the domain to another registrar or to change the registrant information. Further, You will lose any and all rights in, or claim to, any revenue generated from domain parking services, if any, beginning from the date of expiration of the domain name registration. You understand and agree that, at the start of the Post-Expiration period, Dynadot will provisionally renew the domain on Your behalf in order to preserve Your ability to renew the domain name registration during the Post-Expiration period. To this end, even though the expiration date may appear to be extended for an additional term in ICANN's WHOIS directory, You understand and agree that You in fact have not renewed the domain name, and therefore have no rights in, or claim to, the domain name, or use thereof, until You pay the renewal fee to Dynadot in the amount specified on our web site. Unless otherwise specified in this Agreement, the Post-Expiration period will last for forty (40) days or until You pay the renewal fee to Dynadot in the amount specified on our web site. You understand and agree that, if You have not renewed the domain by the thirtieth (30th) day of the Post-Expiration period, Dynadot may put the domain name up for auction in its Marketplace pursuant to the terms set forth in this Agreement. During a Marketplace auction, You may still renew the domain until the end of the Post-Expiration period. If You fail to renew the domain during the Post-Expiration period, regardless of reason or fault, You understand and agree that Dynadot may, in its sole discretion and without any responsibility or liability to You, make a final and irreversible transfer of the domain to another party. In such cases, there is no Deletion period.

Deletion Period. After the Post-Expiration period has elapsed, and if the domain has not been sold at auction in the Marketplace, the domain name may be flagged for Deletion with the central registry for a period of thirty (30) days ("Deletion period"). During this Deletion period, You may restore Your domain by paying a Restoration fee to Dynadot, in the amount specified on our web site at <http://www.dynadot.com/company/prices.html>, and is subject to change under this Agreement or as specified on our web site at the time of restoration. Domain restoration transactions are final, irreversible, non-refundable, and ineligible for account credit. If You successfully restore an expired domain before the end of the Deletion period, You cannot transfer the domain for a period of sixty (60) days. If You fail to restore the domain by the end of the Deletion period, the domain name registration will be deleted from the central registry and released to the public. You understand and agree that there is no Deletion period where: (a) a domain has been sold at auction and transferred to the winning bidder; or, (b) the central registry restricts the ability to restore certain domain extensions.

Transfers After Renewals During Post-Expiration Period. You understand and agree that if You transfer a domain name that has been recently renewed there is the potential that the renewal year will be lost. The renewal year will be lost if the domain name is renewed within forty-five (45) days following the domain expiration date and transferred within that same forty-five day period. You understand and agree that Dynadot is not responsible or liable for this lost year, and that Dynadot will not refund or credit that lost year to You.

No .WS Restoration. The Post-Expiration period for .ws domain name registrations will last for twenty-five (25) days or until You pay the renewal fee to Dynadot in the amount specified on our web site. After the Post-Expiration period has elapsed, the domain name will be immediately deleted from the central registry, and the domain name will be released to the public. There is no Deletion period for .ws domain names.

No .UK Restoration. If You fail to renew a .uk domain name before the designated expiration date, there is a thirty-seven (37) day grace period in which You may renew the domain name. If You fail to renew a .uk domain name before the end of the grace period, the domain name registration will enter the Post-Expiration period. This Post-Expiration period will last for sixty (60) days or until You pay the renewal fee to Dynadot in the amount specified on our web site. After the Post-Expiration period has elapsed, the domain name will be immediately deleted from the central registry, and the domain name will be released to the public. There is no Deletion period for .uk domain names.

No .EU Post-Expiration Period. If You fail to renew a .eu domain name before the designated expiration date, the domain name registration will enter the Deletion period. The Deletion period will last for forty (40) days or until You pay the Restoration fee specified on our web site. After the Deletion period has elapsed, the domain name will be immediately deleted from the central registry, and the domain name will be released to the public. There is no Post-Expiration period for .eu domain names.

No .CN Post-Expiration Period or Restoration. If You fail to renew a .cn domain name before the designated expiration date, the domain name will be immediately deleted from the central registry, and the domain name will be released to the public. There is no Post-Expiration period for .cn domain names. There is no Deletion period for .cn domain names.

No .NAME Restoration. The Post-Expiration period for .name domain name registrations will last for forty (40) days or until You pay the renewal fee to Dynadot in the amount specified on our web site. After the Post-Expiration period has elapsed, the domain name will be immediately deleted from the central registry, and the domain name will be released to the public. There is no Deletion period for .name domain names.

4. DOMAIN PARKING SERVICES.

By default, newly registered domains are parked at Dynadot. Domain parking is one way for users to know that the domain registration was successful. You understand and agree that this is the default setting and that Dynadot is authorized to implement a parked page for Your newly registered domain name until such time as You specify name servers in Your account settings. You further understand and agree that

the parked page may contain third party commercial advertising and links back to Dynadot's web site. You understand and agree that You have the option of changing this default behavior in Your account settings to use Your own name servers for subsequent domain name registrations. If You leave the parked page in its default condition, You understand and agree that You have the option of having Your parked page display one of two options: (1) a regular parking page with links back to Dynadot's web site but with no third party advertising; or, (2) a revenue-generating parking page with links back to Dynadot's web site along with third party links and commercial advertising ("Revenue Parking"). You agree that domain parking services are offered free of charge.

Revenue Parking. In order to use Dynadot's Revenue Parking service, You must have an unexpired domain name registered with Dynadot. If You use Revenue Parking, You agree that Dynadot may point the domain name or DNS to one of Dynadot's or Dynadot's affiliate's web pages, and that they may place advertising on your web page and that Dynadot specifically reserves this right. Under the Revenue Parking service, Dynadot or its affiliates will (i) place advertising links on Your parked page; (ii) generate revenue from the advertising links on a per click basis; and, (iii) share a portion of the revenue generated with You in the form of Dynadot account credit. Dynadot shall use commercially reasonable efforts to provide You with accurate weekly estimates of the revenue Your Revenue Parking parked page generates. You acknowledge and agree that any such estimates are not an exact determination, do not represent an exact determination, and that the actual amount(s) determined at the end of any revenue generating period may be different. Additionally, in calculating the distribution of revenue generated under this program, amounts may include fractions of a cent. Dynadot shall use commercially reasonable efforts to round these amounts up or down to the nearest cent. However, You acknowledge and agree that in calculating the distribution of revenue generated by any Revenue Parking parked page, Dynadot's determination, in its sole discretion, of any amount owed to You shall be the final and binding determination. In addition, You acknowledge and agree that Dynadot, in its sole discretion, may rescind, reverse, cancel, or modify any amounts of revenue shared, such as by deducting account credits placed into Your account or terminating Your services or any other manner it deems appropriate, in the event of notice of possible abuse of the Revenue Parking service, mathematical, technical, or human error, violation of this Agreement, or for any reason whatsoever as determined in Dynadot's sole discretion. You understand and agree that Dynadot will not share with You any revenue generated during the Post-Expiration period, or during any period where Your domain is expired, is flagged for deletion, has not been renewed, or is past the term of registration that You paid for.

Revenue Parking Restrictions. You understand and agree that You may not generate revenue through Your Revenue Parking parked page by clicking on Your own Revenue Parking parked page advertising links. You further understand and agree that You may not generate traffic to Your Revenue Parking parked page by listing on newsgroups, bulk e-mailing, ICQ posting, chatroom posting, iframes, zero pixel frames, hitbots, clickbots, spiders, cig-scripts, JavaScript, click farms, or any other similar method. In addition, You understand and agree that You may not beg, ask, entice, or incentivize users into clicking on Your Revenue Parking parked page advertising links. You further understand and agree that You may not mislead visitors into believing they might receive anything other than an internet search page and/or results by clicking on a textlink or search box. You also understand and agree that You may not alter, modify, interrupt, or interfere with the normal and intended operation of the Revenue Parking service as operated by Dynadot, or with the advertising links and search results contained therein.

Dynadot's Rights. Dynadot provides its domain parking services exclusively and makes no effort to edit, control, monitor, or restrict the content of data other than as necessary to provide such services. The services provided, including but not limited to the advertisements, shall be based upon the content of Your web site and may include, but are not limited to, advertisements of Your competitors. Dynadot explicitly reserves the right to review and monitor every parked page, and to take corrective action as it deems fit in its sole discretion.

5. INTERRUPTION OF DOMAIN SERVICES.

You agree that Dynadot may suspend, cancel, or transfer Your registration of a domain name in order (i) to correct mistakes made by us, another registrar, or the registry in registering Your chosen domain name, or (ii) to resolve a dispute under our dispute resolution policy.

In the event that Dynadot refuses the registration of Your chosen domain name or deletes a pending registration of Your domain name within the first five (5) days of registration of such domain name, You may receive, at Dynadot's sole discretion, an account credit or refund for any applicable fee(s) You have paid to Dynadot in connection with the registration being refused or canceled. Account credit or refunds are not available where a domain is Restored or renewed.

In the event that Dynadot refuses Your request for Domain Privacy Service or cancels a pending or existing order for Domain Privacy Service within the first fifteen (15) days of purchase of such service, You may receive, at Dynadot's sole discretion, an account credit or refund for any applicable fee(s) You have paid to Dynadot in connection with the service being refused or canceled.

You further agree that Dynadot, in its sole discretion and without liability to You for any resulting loss or damages, may take immediate corrective action, including, but not limited to, removal of all or a portion of Your domain services and/or deletion, suspension, cancellation, termination, or other interruption of domain services or Your customer account with Dynadot, at any time during the term of this Agreement, in the event of notice of any possible violation of this Agreement by You or Your end users, or if such service or account is used in association with morally objectionable activities, or for any reason whatsoever. In such cases, any and all fees paid to Dynadot will be non-refundable and ineligible for account credit.

6. NEW REGISTRATION DELETION SERVICE.

The additional terms and conditions contained in this section apply where Dynadot provides You with the capability to delete a new

registration of a domain name within the first several days of registration of such domain name ("Deletion Service"). A new registration of a domain name is one where the registration request processed successfully, and the registration is not more than five (5) days old. You acknowledge and agree that these terms and conditions apply regardless of whether You utilize the self-service deletion function within Your Dynadot customer account area, or You request, authorize, and/or direct Dynadot to complete the delete function on Your behalf ("Deletion Request").

You understand and agree that Dynadot must receive Your Deletion Request within the time frame specified on its website. You acknowledge and agree that, although Dynadot will attempt to make a good faith effort to process Your Deletion Request, any late or last-minute Deletion Requests, or those submitted for processing in the 24 hours preceding the stated deadline, may fail to process successfully. You understand and agree that, if the Deletion Request is successfully processed, You may receive an account credit only; no refunds are available. In addition, Dynadot may assess a processing fee or other charge against any account credit You may receive, as specified on our website, for any and all Deletion Requests processed. You further understand and agree that, if the Deletion Request is not successfully processed for any reason whatsoever, regardless of fault or cause, and regardless of the timeliness of Your Deletion Request, Dynadot shall not be liable to You or any third party for any resulting loss or damages. In all such cases, any and all fees paid to Dynadot will be non-refundable and ineligible for account credit.

Abuse. Any abuse of the Deletion Service, including, but not limited to, successive or "chain" registration periods in order to avoid paying for domain names, or any other activity that Dynadot deems in its sole discretion to constitute abuse or inappropriate use of the service, is strictly prohibited. You acknowledge and agree that Dynadot, in its sole discretion and without liability to You for any resulting loss or damages, may take immediate corrective action, including, but not limited to, deletion, suspension, cancellation, termination, or other interruption of any or all of Your domain services or Your customer account with Dynadot. In all such cases, any and all fees paid to Dynadot shall be non-refundable and ineligible for account credit.

Restrictions. You acknowledge and agree that the new registration Deletion Service is not available in connection with any .eu domain name registration.

You acknowledge and agree that Dynadot, at any time and in our sole discretion, may suspend, terminate, or disable the Deletion Service without notice, for any reason, and with no obligation to refund or credit any fees or funds previously paid to Dynadot.

7. DOMAIN FORWARDING SERVICE.

The following additional terms and conditions contained in this section apply where Dynadot provides You with the capability to forward, point, alias, redirect, or resolve a domain name registration to another domain name designated by You ("Forwarding"). You represent and warrant that You have the right, power, legal capacity and authority to Forward your domain name to the other domain name. You acknowledge and agree that Dynadot, at any time and in our sole discretion, may suspend, terminate, or disable Your Forwarding service without notice, for any reason, and with no obligation to refund or credit any fees or funds previously paid to Dynadot.

You acknowledge that the Forwarding service includes an optional Stealth feature which provides You with the capacity to forward, point, alias, redirect, or resolve a domain name to another domain's web site content and all linking web sites during the window browsing session, while still displaying Your domain name in the URL address location ("Stealth Forwarding"). You acknowledge that Stealth Forwarding may not work properly on all web sites, depending on their configuration and ability to work with frames.

8. CHANGE OF REGISTRAR: TRANSFER TO/FROM DYNADOT.

The following additional terms and conditions contained in this section apply where a Registered Name Holder requests to change its registrar of record for an existing domain name registration. You agree to pay any and all fees to Dynadot as set forth on our web site.

Procedure for Transfers. For each instance where a Registered Name Holder wants to change its registrar for an existing domain name, Dynadot requires the following:

- (a) Express authorization to initiate the transfer process from an individual who has the apparent authority to legally bind the Registered Name Holder, as reflected in the database of the registrar that is losing the domain name registration.
- (b) In instances where the registrar of record is being changed simultaneously with the transfer of a domain name from one party to another, the registrar gaining the domain name registration will require submission of appropriate authorization for the transfer. Such authorization includes, but is not limited to, one of the following:
 - (i) A bilateral agreement between the parties.
 - (ii) The final determination of a binding dispute resolution body.
 - (iii) A court order.

Denial of Transfers. You agree that Dynadot may, in its sole discretion, deny any request for transfer of any domain name from another domain name registrar to Dynadot. You understand and agree that, if You attempt to transfer a domain name from another domain name registrar to Dynadot, and that transfer attempt fails for any reason, You may receive an account credit with Dynadot in the amount of the registration fee, but You will not receive a refund of any fees. You agree to assume full and complete responsibility for, and agree that Dynadot shall have no responsibility or liability for, any instance where the other domain name registrar involved in the transfer denies your transfer request. You understand and agree that, if You attempt to transfer a domain name from Dynadot to another domain name registrar, and that transfer attempt fails for any reason, Dynadot shall have no responsibility or liability to You for refunding or crediting any fees or funds You may have paid to any party for attempting the transfer.

Instances when a transfer request may be denied include, but are not limited to:

- (a) Situations described in our dispute resolution policy;
- (b) A pending bankruptcy of the Registered Name Holder;
- (c) Dispute over the identity of the Registered Name Holder;
- (d) Request to transfer the domain name occurs within the first 60 days after (i) the initial registration of the domain name, (ii) a previously completed transfer (change of registrar) of the domain name, or (iii) the Restoration of an expired domain name;
- (e) Request to transfer the domain name occurs after the domain name registration has expired;
- (f) The domain name registration expires while the transfer is being processed;
- (g) The domain name registration is locked or on "hold" status with the current registrar.

Transfers After Renewals During Post-Expiration Period. You understand and agree that if You transfer a domain name that has been recently renewed there is the potential that the renewal year will be lost. The renewal year will be lost if the domain name is renewed within the forty-five (45) days following the domain expiration date and transferred within that same forty-five day period. You understand and agree that Dynadot is not responsible or liable for this lost year, and that Dynadot will not refund or credit that lost year to You.

Authorization Emails. You understand that Dynadot will seek transfer authorization from the domain name's Administrative Contact via the email address listed in the public WHOIS database. You agree that You are solely responsible for maintaining and updating the Administrative Contact's email address.

Additional Provisions for Transfers To Dynadot. You agree that Dynadot will have no responsibilities as registrar of the domain name unless and until we send You or the updated registrant, as appropriate, notice of acceptance of the transfer request. You authorize Dynadot to take all actions necessary to become the registrar for the domain name, including transmitting to the central registry a request to change the registry database to reflect Dynadot as the registrar of record. You agree that Dynadot shall not be responsible for any legal obligations You may owe to any third party, including the other registrar involved in the transfer. You agree that You shall not be entitled to any refund or credit from Dynadot for any fees or funds You may have paid to the other registrar involved in the transfer. You represent and warrant that: (a) the information provided to Dynadot in connection with Your transfer request is accurate and complete; (b) You are the rightful holder of the domain name registration; (c) the registrar of record for the domain name at the time of the request is the current registrar; and, (d) You are not in default on any obligations You may owe to the current registrar or to Dynadot.

Additional Provisions for Transfers Away From Dynadot. 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 Dynadot. Your request to transfer to another registrar may be denied in situations described in this Agreement. In the event You transfer a domain name registration away from Dynadot, You agree that You will not receive any refund or credit for any fees or funds previously paid to Dynadot, whether or not there is time remaining on the domain registration period at the time of the transfer.

Additional Provisions for .COM, .NET, .ORG, .BIZ, .INFO, .US, and .CN Transfers. You acknowledge that the applicable central registries require that .COM, .NET, .ORG, .BIZ, .INFO, .US, and .CN domain names be "unlocked" with Your current registrar before a transfer request may be processed. You further acknowledge that such central registries require the use of an "AuthCode", which the central registries issue to the Registered Name Holder upon domain name registration, when submitting the transfer request in order to process the request. You agree to assume full and complete responsibility for, and agree that Dynadot shall have no responsibility or liability for, ensuring that any such domain names are "unlocked" or that any such transfer requests contain an "AuthCode" in order to process the transfer request.

Additional Provisions for .WS Transfers. You acknowledge that the applicable central registry prohibits the transfer of .WS domain names under any circumstances. You agree that Dynadot shall have no responsibility or liability for the prohibition on transfer of .WS domains.

Additional provisions for .UK Transfers. You acknowledge that the applicable central registry requires You to reset the Tag associated with

Your domain name to the gaining registrar's Tag. You acknowledge that You must submit this Tag reset request through Your current registrar's designated procedures. In addition, the gaining registrar may send You an Authorization email. You acknowledge that You must respond in a timely and appropriate manner to any such Authorization email. You agree to assume full and complete responsibility for, and agree that Dynadot shall have no responsibility or liability for, ensuring that You submit a timely and appropriate Tag reset request, or that You submit a timely and appropriate response to the gaining registrar's Authorization email.

Additional Provisions for .EU Transfers. You understand and agree that if You transfer an .eu domain name, regardless of when You complete the transfer during the term of registration, You will not receive an additional year of domain registration in addition to Your current domain registration term. Instead, You understand and agree that You will receive only one (1) calendar year of registration time starting from the date that the transfer transaction completes. You understand and agree that Dynadot is not responsible or liable for any lost time on the registration term, and that Dynadot will not refund or credit that lost time to You.

Other Terms and Conditions. You agree to be bound by any and all other terms, conditions, exclusions, and/or restrictions in this Agreement concerning the transfer of domain name registrations. This transfer policy is subject to ICANN's transfer policies, and we will follow those procedures where applicable.

9. CHANGE OF REGISTRANT: TRANSFER OWNERSHIP.

General. The following additional terms and conditions contained in this section apply to any change in the registrant or account holder's name for a domain name registered with Dynadot, including but not limited to transfer of ownership of a registered domain name from one party to another party. These terms and conditions apply to You, whether You are the registrant before the name change ("Current Registrant") or after the name change ("New Registrant"), or an agent acting on behalf of either registrant. By participating in this name change transaction, You acknowledge that You have read, understand, and agree to be bound by these terms and conditions in addition to other terms and conditions set forth in this Agreement. In addition, by participating in this name change transaction, You acknowledge and agree that Dynadot's sole responsibility under this section is to electronically process a change in the name of the registrant of record for a particular domain name. Furthermore, by participating in this name change transaction, You represent and warrant that You are the Current Registrant or New Registrant, as appropriate, or its agent, who possesses the right, power, legal capacity and authority to legally bind the Current Registrant or New Registrant of the domain name being transferred.

Obligations of Current Registrant. Current Registrant acknowledges that it and Dynadot are currently parties to the Agreement for the registration of the domain name being transferred. Current Registrant relinquishes its registration of the domain name being transferred, and hereby releases and discharges Dynadot from any and all obligations and liabilities under this Agreement with respect to the domain name being transferred. Current Registrant acknowledges and agrees that it is not entitled to any refund or credit of any fees or funds previously paid to Dynadot. Current Registrant authorizes Dynadot to take any and all steps necessary to register the domain name being transferred to the New Registrant, including, without limitation, disassociating the domain name from the host servers designated by the Current Registrant without further notice. Current Registrant agrees to not initiate any name change transaction, as described in this section, for any domain name registered with Dynadot without the express written consent of New Registrant.

Obligations of New Registrant. By participating in this name change transaction, New Registrant acknowledges that it has reviewed, understands, and agrees to be bound by and to perform in accordance with the terms and conditions of this Agreement in effect at the time of this name change transaction, including Dynadot's domain name dispute policy and other policies and procedures as posted on our web site. New Registrant hereby agrees that all rights and liabilities of Current Registrant under this Agreement are hereby transferred and assigned to New Registrant. New Registrant represents and warrants the accuracy and completeness of all information submitted for this name change transaction. New Registrant acknowledges and agrees that the term of the domain name registration will be equal to the remaining term of the Current Registrant at the time of the name change transaction. New Registrant may extend the domain name registration term by renewing the domain name as specified in other sections of this Agreement.

Liability for Validity of Ownership Change. You, as either Current Registrant or New Registrant, agree to assume full and complete responsibility for, and agree that Dynadot shall have no responsibility or liability for, the legal validity of the ownership change of the domain name.

Privacy and Communications Concerning Ownership Changes. You, as either Current Registrant or New Registrant, agree and give consent to Dynadot to transmit emails, relay communications, and place logs and status updates in Your account information, or that of the other party or parties involved in a name change transaction ("Other Party"), concerning any name change transaction to which You may be a party. You or the Other Party may receive information or communications concerning the Current Registrant or New Registrant, as the case may be, including but not limited to account holder's username, registrant name, address, telephone number, email address, domain name being transferred between owners, initiation of a name change transaction, successful completion of a name change transaction, failure to authorize a name change transaction, dates of activity, and other information or communications relating to the name change transaction. You agree that Dynadot shall not be responsible for any incorrect or inaccurate information supplied by You or the Other Party in connection with a name change transaction.

Additional Provisions for .EU Ownership Changes. You understand and agree that ownership changes of .eu domain names will be treated by Dynadot and the Registry Operator as a "Trade". A Trade of a .eu domain is treated like a new domain registration in that the New Registrant must pay the registration fee as specified on our web site. You understand and agree that the New Registrant will receive only one

(1) calendar year of registration time starting from the date that the Trade transaction completes, regardless of the date of initial registration by the Current Registrant. You understand and agree that Dynadot is not responsible or liable to either the Current Registrant or the New Registrant for any lost time on the registration term, and that Dynadot will not refund or credit that lost time to You.

10. **DOMAIN PRIVACY SERVICE.**

The following additional terms and conditions contained in this section apply where You authorize and direct Dynadot to display alternate contact information in the public WHOIS database for a domain name's Registrant, Administrative Contact, and Technical Contact ("Domain Privacy"). By purchasing the Domain Privacy Service for a particular domain name registration, You understand and agree that Dynadot will display the Registrant's name, a Dynadot email address, Dynadot post office box mailing address, and Dynadot telephone number in the public WHOIS database. These terms and conditions apply to all circumstances where You utilize Dynadot's contact information for display in the public WHOIS database for any domain name You register. You agree to pay any and all fees to Dynadot as set forth on our web site.

Filtering and Forwarding Communications. You understand and agree that Dynadot will receive all email, postal mail and telephone communications on Your behalf. You further understand and agree that Dynadot will open, listen to, and review all email, postal mail and telephone communications and forward such communications to You at the email address You provide to Dynadot during the domain name registration process. You understand and agree that any postal mail communications will be scanned into electronic form and forwarded to You at the email address You provide to Dynadot during the domain name registration process. You understand that You may provide written request to Dynadot within five (5) days of the date that Dynadot forwards postal mail communications to You via email in order to request that a copy of the scanned mail be forwarded to You via postal mail at Your expense. You agree that You are responsible for paying all fees and costs associated with Dynadot providing such forwarding service to You. You acknowledge and agree that if You do not direct us in writing to forward to You a copy of the scanned postal mail within the five (5) day period, Dynadot will destroy such postal mail. You further acknowledge and agree that Dynadot will destroy all other communications within five (5) days of the date that Dynadot forwards the communication to You. You specifically acknowledge and agree that Dynadot will destroy all communications that appear to be third class, "junk" mail, and spam mail (i.e., unsolicited and bulk communications).

Valid Email Address. You agree to provide Dynadot with a valid email address in connection with Your domain name registration. You acknowledge that You may not receive messages sent to an email address that is invalid, inactive, expired, or unable to receive messages for any reason and at any time.

Waiver and Limited Liability. You hereby waive any and all claims arising from Your failure to receive communications directed to Your domain name contact information displayed in the public WHOIS database, but not forwarded to You by Dynadot. You acknowledge and agree that Dynadot disclaims any and all loss or liability that may result from Your use of the Domain Privacy service and/or Your failure to receive important correspondence sent to You at the contact information displayed in the public WHOIS database, including, but not limited to, legal notices or dispute resolution complaints.

Additional Circumstances for Interruption of Services. You hereby agree that Dynadot has the absolute right and power, in its sole discretion and without notice or liability to You whatsoever, to: (a) reveal to third parties the contact information You provided to Dynadot during the domain name registration process; and, (b) suspend, terminate, or otherwise interrupt Your Domain Privacy service, as follows:

- (i) if any third party claims that the domain name violates a trademark, copyright, or other intellectual property right, regardless of whether the claim is valid;
- (ii) if any third party claims that You are using the domain name in a manner that violates any law, rule, regulation, or ordinance, or otherwise violates a third party's legal rights, regardless of whether the claim is valid;
- (iii) if any third party threatens legal action against Dynadot that is related to or arises out of Your domain name registration;
- (iv) to avoid any financial loss or legal liability (civil or criminal) on the part of Dynadot, and any of its agents, employees, officers, directors, shareholders, members, and affiliates;
- (v) to comply with Dynadot policies, this Agreement, ICANN policies, subpoenas, court orders, or the laws, rules, and requirements of any governmental or law enforcement agency, or as otherwise required by contract or law; or,
- (vi) if Dynadot determines, in our sole discretion, that You are abusing the Domain Privacy service by using it as a general forwarding service of Your personal or business communications.

You agree that, at all times and in our sole discretion, Dynadot retains the right to refuse or deny Domain Privacy service. You acknowledge and agree that You are not entitled to any refund or credit of any fees or funds previously paid to Dynadot in the event that Your Domain Privacy service is terminated or interrupted for any reason, except as specifically stated in the Interruption of Domain Services section of this Agreement.

Transfers. You acknowledge and agree that You may be required to disable any Domain Privacy service You may have purchased for a

particular domain name in order to initiate or complete a transfer of that domain name registration.

Other Terms and Conditions. You agree to be bound by any and all other terms, conditions, exclusions, and/or restrictions in this Agreement concerning the purchase or use of Domain Privacy service.

Restrictions. You acknowledge and agree that You are not permitted to purchase or use Domain Privacy service in connection with any .us, .cn, or .eu domain name registration. You further acknowledge and agree that the .uk central registry may, in its sole discretion, not allow the Domain Privacy service to be used by businesses who register a .co.uk, .org.uk, and/or .me.uk country-specific domain name. You understand and agree that You will not receive a refund or account credit for the purchase of Domain Privacy service in the preceding circumstances.

Abuse. Any abuse of the Domain Privacy service, including, but not limited to, utilizing Dynadot's contact information in a Whois record or in any other manner not permitted by Dynadot in its sole discretion, without first purchasing the Domain Privacy, or any other activity that Dynadot deems in its sole discretion to constitute abuse or inappropriate use of the service, is strictly prohibited. You acknowledge and agree that Dynadot, in its sole discretion and without liability to You for any resulting loss or damages, may take immediate corrective action, including, but not limited to, deletion, suspension, cancellation, termination, or other interruption of any or all of Your domain services or Your customer account with Dynadot. In all such cases, any and all fees paid to Dynadot shall be non-refundable and ineligible for account credit.

11. **DOMAIN PRE-ORDERS.**

The following additional terms and conditions contained in this section apply where You authorize and direct Dynadot to attempt to obtain registration rights for a domain name if and when the applicable central registry launches its underlying back-order service or sunrise period ("Pre-Order"). By Pre-Ordering a domain registration, You understand and agree that Dynadot shall make a good faith effort to contact the applicable registry and to register the selected domain name on Your behalf, as soon as practicable after the launch of the back-order service or sunrise period, should that domain name become available for registration. In order to place an order for a Pre-Ordered domain name, You agree to pay any and all fees to Dynadot as set forth on our web site and in accordance with the terms of this Agreement. You understand and agree that any such successful registration of a Pre-Ordered domain name is subject to the terms and conditions of this Agreement.

No Guarantees. You understand and agree that the registration of domain names is on a first-come first-served basis. You also acknowledge and agree that the domain name You select for Pre-Order may not become available, for any number of reasons, including but not limited to, the reserved-status of new top-level domain names, blocked status, or the prior registration of the domain name by another party. Dynadot makes no guarantees, representations, or warranties that a particular domain name will be available now or in the future, or at any time. You acknowledge and agree that Dynadot shall have no liability to You for the inability to register, or non-completion of registration of, a Pre-Ordered domain name, regardless of the reason, whether it be technical, administrative, or human error or difficulties on the part of Dynadot or any other party, or any other reason whatsoever.

Payment; No Refunds. You agree to pay any and all fees to Dynadot as set forth on our web site at the time You place Your order. You understand and agree that all payments for Pre-Ordered domain names shall be non-refundable, without exception. In the event that Dynadot is not able to register Your Pre-Ordered domain name, You shall receive an account credit in the amount that You paid.

Registry Restrictions. You acknowledge and agree that, from time to time, the applicable central registry may impose limited and/or temporary restrictions on use for domains available through newly launched back-order services or sunrise periods, including, but not limited to, the ability to set Whois contact information or domain "locked" status. You acknowledge and agree that Dynadot shall have no liability to You for any such restrictions or limitations on use.

12. **ADDITIONAL REQUIREMENTS FOR .COM, .NET, AND .CC REGISTRATIONS.**

You agree to indemnify, defend, and hold harmless VeriSign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to Your domain name registration.

13. **ADDITIONAL REQUIREMENTS FOR .ORG REGISTRATIONS.**

Indemnification. You agree to indemnify, defend, and hold harmless Public Interest Registry ("PIR") and its subcontractors, and the members, shareholders, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name registration. You also agree that such indemnification obligation shall survive the termination or expiration of this Agreement.

Additional Provisions. You hereby agree to:

- (i) consent to the use, copying, distribution, publication, modification and other processing of Your personal data by the Registry Operator PIR, and its designees and agents;

- (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), available at http://www.dynadot.com/icann_dispute.html;
- (iii) immediately correct and update the registration information for Your domain name(s) during the registration term;
- (iv) agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that PIR has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered domain name during these periods, and (b) the results of any dispute over a sunrise registration; and,
- (v) acknowledge and agree that PIR reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of PIR, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by PIR or any Registrar in connection with a domain name registration. PIR also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

14. ADDITIONAL REQUIREMENTS FOR .WS REGISTRATIONS.

You agree to indemnify, defend, and hold harmless Global Domains International, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to Your domain name registration.

15. ADDITIONAL REQUIREMENTS FOR .BIZ REGISTRATIONS.

Indemnification. You agree to indemnify, defend, and hold harmless NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to Your domain name registration. You also agree that such indemnification obligation shall survive the termination or expiration of this Agreement.

.BIZ Certification of Use. You hereby certify to the best of your knowledge that:

- (a) 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 (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation.
- (b) You have the authority to enter into the registration agreement; and,
- (c) The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

.BIZ Dispute Policy. You agree to be bound by Dynadot's domain name dispute resolution policy that is incorporated herein by reference. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- (i) The Uniform Domain Name Dispute Resolution Policy ("UDRP"), available at http://www.dynadot.com/icann_dispute.html;
- (ii) The Start-Up Trademark Opposition Policy ("STOP"), available at http://www.neulevel.biz/stop_overview/index.html; and,
- (iii) The Restrictions Dispute Resolution Criteria and Rules ("RDRP"), available at <http://www.neulevel.biz/ardp/docs/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 the Registry Operator NeuLevel, Inc. or the Registrar Dynadot) 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 is a service introduced by the 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 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 the Registry Operator. The 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 STOP or the UDRP processes.

.BIZ Reservation of Rights. Dynadot and the .biz Registry Operator NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that they deem necessary, in their discretion, (1) to protect the integrity and stability of the registry, (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, (3) to avoid any liability, civil or criminal, on the part of Dynadot and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors, and employees, or (4) to correct mistakes made by Dynadot and/or NeuLevel, Inc. in connection with a domain name registration. Dynadot and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

16. ADDITIONAL REQUIREMENTS FOR .INFO REGISTRATIONS.

Indemnification. You agree to indemnify, defend, and hold harmless Afilias Limited, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to Your domain name registration.

Additional Provisions. You hereby agree to:

- (i) consent to the use, copying, distribution, publication, modification and other processing of Your personal data by the Registry Operator Afilias Limited, and its designees and agents;
- (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), available at http://www.dynadot.com/icann_dispute.html;
- (iii) immediately correct and update the registration information for Your domain name(s) during the registration term;
- (iv) agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Afilias Limited has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered domain name during these periods, and (b) the results of any dispute over a sunrise registration; and;
- (v) acknowledge and agree that Afilias Limited reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Afilias Limited, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Afilias Limited or any Registrar in connection with a domain name registration. Afilias Limited also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

17. ADDITIONAL REQUIREMENTS FOR .US REGISTRATIONS.

Indemnification. You agree to indemnify, defend, and hold harmless NeuStar, Inc., and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to Your (i) .us domain name registration, and (ii) use of any .us registered domain name.

.US Certification of U.S. Nexus. You certify that You have and shall continue to have a lawful bona fide U.S. Nexus in order to qualify to register and maintain use of a .us registered domain name. You must be, and You certify that You are, either:

- (a) A natural person (i) who is a United States citizen, (ii) a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions ("Nexus Category 1"); or,
- (b) An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia, or any of its possessions or territories ("Nexus Category 2"); or,
- (c) An entity or organization (including federal, state, or local government of the United States, or a political subdivision thereof)

that has a bona fide presence in the United States of America or any of its possessions or territories ("Nexus Category 3"). If You are claiming Nexus Category 3, You certify that You have a "bona fide presence in the United States" on the basis of real and substantial lawful contacts with, or lawful activities in, the United States of America, including, but not limited to, the sale of goods or services or other business, commercial or non-commercial including not-for-profit activities, or maintaining an office or other facility within the United States.

.US Certification of Name Servers Located in the U.S. You certify that the name servers listed by You for any .us domain name registration are located within the United States of America.

.US Certification of Accuracy of Registration Information. You acknowledge and agree that Dynadot has requested certain information from You during the .us domain name registration process in order to meet the above Nexus requirement, and that You have willingly volunteered such information. You acknowledge and agree that such information will be verified for accuracy and for compliance with the Nexus requirement and will be shared with NeuStar, Inc. You acknowledge and agree that, in order to implement the above Nexus requirement, NeuStar, Inc., will conduct "spot checks" on registrant information.

You understand and agree that Your willful or grossly negligent provision of inaccurate or unreliable information, or Your willful or grossly negligent failure to promptly update information, provided to Dynadot shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name registration, without refund or credit to You. You further understand and agree that if such information cannot be verified for any reason, or if You fail to continue to abide by the Nexus requirements, the domain name registration may be subject to immediate "hold", rejection, or deletion by either Dynadot or NeuStar, Inc., without refund or credit to You. Neither Dynadot nor NeuStar, Inc., shall be liable to You for any actions or inactions resulting from Your failure to satisfy all Nexus requirements or to provide all required Nexus requirement information in connection with the domain name registration. Neither Dynadot nor NeuStar, Inc., shall have any obligation to You to request or attempt to obtain from You additional information in order to establish Your compliance with the Nexus requirements.

.US Dispute Policy. You agree to be bound by the Nexus Dispute Policy ("NDP") (located at <http://www.neustar.us/policies/index.html>), which will be administered solely by NeuStar, Inc., or its designated representative.

.US Restrictions. You acknowledge and agree that You are not permitted to purchase or use Domain Privacy service in connection with any .us domain name registration.

.US Reservation of Rights. NeuStar, Inc., reserves the right to "hold", deny, cancel, or transfer any registration that it deems necessary, in its sole discretion. You acknowledge and agree that Dynadot shall not be liable to You or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by You as a result of actions taken or not taken by NeuStar, Inc., or other third parties.

18. ADDITIONAL REQUIREMENTS FOR .CN REGISTRATIONS.

Indemnification. You agree to indemnify, defend and hold harmless CNNIC, NeuLevel, Inc., 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 Your (i) domain name registration and (ii) use of any .cn domain name. You agree that this indemnification obligation shall survive the termination or expiration of this Agreement.

.CN Use Restrictions. You acknowledge and agree that You may not register or use a .cn domain name that is deemed by the China Internet Network Information Center ("CNNIC") to:

- (i) Be against the basic principles prescribed in the Constitution of the People's Republic of China ("PRC");
- (ii) Jeopardize national security, leak state secrets, intend to overturn the government, or disrupt the state of integrity of the PRC;
- (iii) Harm national honor and national interests of the PRC;
- (iv) Instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;
- (v) Violate the PRC's religion policies or propagate cult and feudal superstition;
- (vi) Spread rumors, disturb public order or disrupt social stability of the PRC;
- (vii) Spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
- (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.

Collection of Registration Information. You acknowledge and agree that Dynadot has requested certain information from You during the .cn domain name registration process in order to meet CNNIC and NeuLevel, Inc., requirements, and that You have willingly volunteered such information. You acknowledge and agree that such information will be shared with CNNIC and NeuLevel, Inc.

.CN Enforcement of Accurate WHOIS Data. You agree that Dynadot has the right to accept written complaints from third parties regarding false and/or inaccurate WHOIS data. You agree to comply with any regulation concerning the accuracy of WHOIS data, or enforcement of any such regulation, that may exist between Dynadot and NeuLevel, Inc.

.CN Transfer Restrictions. You acknowledge and agree that You may not transfer a .cn domain name registration to or from a domain registrar that is headquartered, or controlled by an entity located, inside China.

.CN Privacy Restrictions. You acknowledge and agree that You are not permitted to purchase or use Domain Privacy service in connection with any .cn domain name registration.

.CN Representations. 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 any third party.

.CN Jurisdiction. For the adjudication of disputes concerning or arising from use of the domain name registered, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile state, (2) Dynadot's domicile in California, and (3) the People's Republic of China.

.CN Reservation of Rights. You agree that Your domain name registration shall be subject to suspension, cancellation, or transfer pursuant to any NeuLevel, Inc., or CNNIC adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with a NeuLevel or CNNIC adopted specification or policy, (1) to correct mistakes by Dynadot, NeuLevel, Inc., or CNNIC in registering the domain name or (2) for the resolution of disputes concerning the registered domain name. CNNIC and NeuLevel, Inc., reserve the right to "hold", deny, cancel, or transfer any registration that they deem necessary, in their sole discretion. You acknowledge and agree that Dynadot shall not be liable to You or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by You as a result of actions taken or not taken by CNNIC or NeuLevel, Inc., or other third parties.

CNNIC Dispute Resolution Policy. You agree to obey, comply with, and be bound by the CNNIC Dispute Resolution Policy (located at <http://www.cnnic.net.cn/ruler/20.shtml> and <http://www.cnnic.net.cn/doc/e-10.shtml>, respectively) and any and all revisions which may be made from time to time by CNNIC at its sole discretion.

19. ADDITIONAL REQUIREMENTS FOR .CC REGISTRATIONS.

You represent and warrant that You meet the eligibility requirements of this country code top level domain. You also acknowledge and agree that You have reviewed and satisfied Yourself as to the obligations and conditions contained in the Registry Operator's policies, rules, guidelines, terms and conditions, and service agreement, including any subsequent amendments or modifications thereto ("Registry Operator's Policies"). You hereby agree to be bound by the Registry Operator's Policies. You further agree that You have a continuing obligation to periodically monitor such policies for any changes. Such Registry Operator's Policies may be found at the web site of the Registry Operator (located at <http://www.enic.cc/en-def-02b8c4236e1b/en/policies/registration-agree.shtml>), and are incorporated herein.

To the extent there is a conflict between the Registry Operator's Policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the Registry Operator has the right to enforce the Registry Operator's Policies.

20. ADDITIONAL REQUIREMENTS FOR .TV REGISTRATIONS.

You represent and warrant that You meet the eligibility requirements of this country code top level domain. You also acknowledge and agree that You have reviewed and satisfied Yourself as to the obligations and conditions contained in the Registry Operator's policies, rules, guidelines, terms and conditions, and service agreement, including any subsequent amendments or modifications thereto ("Registry Operator's Policies"). You hereby agree to be bound by the Registry Operator's Policies. You further agree that You have a continuing obligation to periodically monitor such policies for any changes. Such Registry Operator's Policies may be found at the web site of the Registry Operator (located at <http://www.tv/en-def-edb927a6898a/en/policies/registration-agree.shtml>), and are incorporated herein.

To the extent there is a conflict between the Registry Operator's Policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the Registry Operator has the right to enforce the Registry Operator's Policies.

21. ADDITIONAL REQUIREMENTS FOR .UK REGISTRATIONS (INCLUDING .CO.UK, .ME.UK, .ORG.UK).

You represent and warrant that You meet the eligibility requirements of this country code top level domain. You also acknowledge and agree that You have reviewed and satisfied Yourself as to the obligations and conditions contained in the Registry Operator's policies, rules, guidelines, terms and conditions, and service agreement, including any subsequent amendments or modifications thereto ("Registry Operator's Policies"). You hereby agree to be bound by the Registry Operator's Policies. You further agree that You have a continuing obligation to periodically monitor such policies for any changes. Such Registry Operator's Policies may be found at the web site of the Registry Operator (located at <http://www.nominet.org.uk/nominet-terms.html>), and are incorporated herein.

To the extent there is a conflict between the Registry Operator's Policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the Registry Operator has the right to enforce the Registry Operator's Policies.

Two-Year Registration Term. You acknowledge and agree that all .uk domain names, including any second level domains, will be registered for a period of no more and no less than two (2) years.

Restrictions on Transfers and Changes to Registration. You acknowledge and agree that domain transfers and changes to the registrant's name on a .uk domain name registration may be prohibited or restricted by the Registry Operator in its sole discretion, or may incur a supplemental charge in an amount specified on our then-current web site or as otherwise designated by Dynadot, depending on the regulations of the Registry Operator.

22. ADDITIONAL REQUIREMENTS FOR .NAME REGISTRATIONS.

You represent and warrant that You meet the eligibility requirements of the .name top level domain. You also acknowledge and agree that You have reviewed and satisfied Yourself as to the obligations and conditions contained in the Registry Operator's policies, rules, guidelines, terms and conditions, and service agreement, including any subsequent amendments or modifications thereto ("Registry Operator's Policies"). You hereby agree to be bound by the Registry Operator's Policies. You further agree that You have a continuing obligation to periodically monitor such policies for any changes. Such Registry Operator's Policies may be found at the web site of the Registry Operator (located at <http://icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>), and are incorporated herein.

To the extent there is a conflict between the Registry Operator's Policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the Registry Operator has the right to enforce the Registry Operator's Policies.

Dispute Resolution & Defensive Registrations. You agree that each .name domain registration is subject to the UDRP and to the Eligibility Requirements Dispute Resolution Policy ("ERDRP"), which is located at <http://icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>. A Defensive Registration is a domain registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the domain You wish to register is subject to a Defensive Registration, You may either: (1) register a variation of the domain; (2) challenge the Defensive Registration under the ERDRP; or, (3) request written consent from the Defensive Registration Holder. Without limiting the foregoing, You agree that:

- (i) Every Defensive Registration is subject to challenge pursuant to the ERDRP;
- (ii) If a Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registration Holder will pay the challenge fees;
- (iii) If a challenge to a Defensive Registration is successful, the Defensive Registration will be subject to the procedures described in the ERDRP and the Eligibility Requirements including, without limitation, the cancellation of the Defensive Registration Holder's other Defensive Registrations; and,
- (iv) If a Phase I Defensive Registration (as defined by the Registry Operator) is successfully challenged on the basis that it does not meet the applicable eligibility requirements, the Defensive Registration Holder 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 the Defensive Registration Holder is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.

Limitation of Liability. In addition to the other limitations of liability contained in this Agreement, You agree that neither the Registry Operator nor Dynadot shall have any liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a domain name or email address registration using the services provided by Dynadot or the Registry Operator; or, (ii) any dispute over any domain name or email address registration, including any dispute resolution proceeding related to any of the foregoing.

23. ADDITIONAL REQUIREMENTS FOR .EU REGISTRATIONS.

You represent and warrant that You meet the eligibility requirements of this country code top level domain. You also acknowledge and agree that You have reviewed and satisfied Yourself as to the obligations and conditions contained in the Registry Operator's policies, rules,

guidelines, terms and conditions, and service agreement, including any subsequent amendments or modifications thereto ("Registry Operator's Policies"). You hereby agree to be bound by the Registry Operator's Policies. You further agree that You have a continuing obligation to periodically monitor such policies for any changes. Such Registry Operator's Policies may be found at the web site of the Registry Operator (located at <http://www.eurid.eu/en/general/howToGetEuDomainName>), and are incorporated herein.

To the extent there is a conflict between the Registry Operator's Policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the Registry Operator has the right to enforce the Registry Operator's Policies.

.EU Nexus Requirement/Certification. You certify that You have and shall continue to have a lawful bona fide European Union nexus, in order to qualify to register and maintain use of a .eu registered domain name. You must be, and You certify that You are, either:

- (a) An undertaking having their registered office, central administration or principal place of business within the European Community; or,
- (b) An organization established anywhere within the European Community; or,
- (c) A natural person resident within the European Community.

.EU Certification of Accuracy of Registration Information. You agree to register for any and all .eu domain names by submitting current, accurate, complete, and reliable information, including but not limited to contact details of at least one natural or legal person responsible for the technical operation of the domain name that you are registering. You understand and agree that Your provision of inaccurate or unreliable information, or Your failure to promptly update information, provided to Dynadot shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name registration, without refund or credit to You.

.EU Dispute Resolution. Except as otherwise provided herein, You agree that all .eu domain registrations are subject to the policies and procedures of the .eu Registry Operator, including the Alternative Dispute Resolution Policy, located at <http://www.eurid.eu/en/general/document.2006-02-20.1018584040>, and any other dispute policies that are found at the .eu Registry Operator's web site, located at <http://www.eurid.eu>.

.EU Jurisdiction. For the adjudication of disputes concerning or arising from use of the domain name registered, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile state, (2) Dynadot's domicile in California, and (3) the European Union.

.EU Privacy Restriction. You acknowledge and agree that You are not permitted to purchase or use Domain Privacy service in connection with any .eu domain name registration.

Irreversible Registration. You acknowledge and agree that any and all .eu domain name registration transactions are irreversible, non-refundable, and ineligible for account credit.

24. ADDITIONAL REQUIREMENTS FOR .MOBI REGISTRATIONS.

You, the .mobi Registered Name Holder, shall:

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

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

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

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

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

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

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

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

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

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

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

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

25. ADDITIONAL REQUIREMENTS FOR .ASIA REGISTRATIONS.

You represent and warrant that You meet the eligibility requirements of this top level domain. You also acknowledge and agree that You have reviewed and satisfied Yourself as to the obligations and conditions contained in the Registry Operator's policies, rules, guidelines, terms and conditions, and service agreement, including any subsequent amendments or modifications thereto ("Registry Policies"). You hereby agree to be bound by the Registry Policies. You further agree that You have a continuing obligation to periodically monitor such policies for any changes. Such Registry Operator's Policies may be found at the web site of the Registry Operator (located at <http://www.dotasia.org>), and are incorporated herein.

Use of Personal Data by Registry Operator. You consent to the use, copying, distribution, publication, modification and other processing of Your personal information by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy.

Timely Update of Information. You agree to correct and update the registration information for Your domain name immediately during the registration term for the domain name.

Compliance with Registry and ICANN Policies. In addition to complying with Dynadot's policies, You agree to comply with those ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.

You agree to comply with all the operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited (□Registry Policies□). You acknowledge that Registry Policies are applicable to all registrars and domain name registrants. Any changes of the Registry Policies by the DotAsia Organisation Limited that are consistent with the Registry Agreement shall be effective upon thirty (30) days□ notice by DotAsia Organisation Limited to Registrar.

You agree to be bound by the terms and conditions as set down by DotAsia Organisation Limited during the initial launch and the general operations of the .ASIA TLD, including without limitation its Start-Up Policies where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.

Dispute Resolution. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (☐UDRP☐) and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy (☐CEDRP☐.

You agree to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia Organisation Limited from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

Charter Eligibility Declaration Contact's Joint Responsibility. You acknowledge and agree to comply with the .ASIA Charter Eligibility Requirement.

You, acting as Registrant Contact, represent and warrant that You have made known to the Charter Eligibility Declaration Contact (the ☐CED Contact☐) and the CED contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over Your legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time.

You, acting as Registrant Contact, agree that You have obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

Indemnity Given to Registry Operator. You agree to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator DotAsia Organisation Limited and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name registration and/or use.

Notwithstanding the other provisions in this Agreement, You agree that this indemnification obligation shall survive the termination or expiration of this Agreement.

DotAsia Organisation Limited's Reservation of Rights. You acknowledge and agree that DotAsia Organisation Limited and Dynadot, acting in consent with DotAsia Organisation Limited, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity, security, and stability of the registry; (ii) to comply with all appropriate 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 DotAsia Organisation Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by DotAsia Organisation Limited, Dynadot, or any registrar in connection with a domain name registration. DotAsia Organisation Limited also reserves the right to freeze a domain name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

DotAsia Organisation Limited as Intended Third-Party Beneficiary. Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited, the Registry Operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of DotAsia Organisation Limited have vested and that it has relied on its third party beneficiary rights under this Agreement in agree to Dynadot being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia Organisation Limited shall survive any termination or expiration of this Agreement.

Conflict between this Section with Other Sections of Registration Agreement. You acknowledge that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.

PART 3: DOMAIN MARKETPLACE

The following additional terms and conditions contained in this Part of the Agreement may apply to the process of purchasing domain name services through Dynadot's Marketplace.

1. MARKETPLACE "VENUE".

Dynadot provides a venue for notifying third parties of the availability of currently-registered or recently-expired domain names for sale. While some processes may occur in an auction style format or operate with the label "Auction" or "online auction", Dynadot is not an

auctioneer or an escrow agent.

2. **CUSTOMER STATUS; ACCURATE INFORMATION.**

You must have a Dynadot customer account in order to participate in any Marketplace Transaction. You agree to thoroughly, accurately, and honestly complete all forms and requests for information to Dynadot throughout the Transaction process. You understand and agree that Dynadot will not be responsible for any false or misleading information You provide, whether intentionally or unintentionally.

3. **CURRENT DOMAIN SALES ("LISTINGS").**

The following additional terms and conditions contained in this section apply where You authorize and direct Dynadot to place a listing in the Marketplace area of its web site as a means of advertising on Your behalf that Your domain name is available for sale to third parties ("Listing"). You understand and agree that You are participating in a Listing Transaction by either (1) placing a Listing in the Marketplace as a seller on behalf of Yourself or a third party ("Seller"); (2) purchasing a domain name vis-à-vis the Marketplace on behalf of Yourself or a third party ("Buyer"); or (3) participating in communications and/or negotiations for the sale or purchase of a domain name in the Marketplace, whether or not such activities result in a completed sale or purchase ("Interested Party" or "Bidder"). By participating in a Listing Transaction, You agree to abide the terms and conditions set forth in this Agreement. You further agree to pay any and all fees, if any, to Dynadot as set forth on our web site.

Placing a Listing. You have the ability to place, edit, and remove Listings in the Marketplace by changing Your domain settings within Your Dynadot account. Dynadot will not place Listings on Your behalf. You understand and agree that You are solely responsible and liable for any domains placed into the Marketplace from Your account, whether intentionally or unintentionally. By placing a Listing, You represent and warrant that: (i) You have all rights, titles, and interests in the domain name as necessary to complete the Transaction; (ii) the domain name does not infringe upon the intellectual property rights of any third party; (iii) You are able to transfer the domain name in accordance with Your obligations under this Agreement; and, (iv) the domain name is not currently, and will not in the reasonably foreseeable future be, the subject of a UDRP dispute, administrative proceeding, or any criminal or civil litigation of any kind.

Termination of Listing. Sellers may withdraw Listings at any time for any reason by changing the domain settings within their Dynadot accounts. In addition, Listings may terminate if a domain name is disabled, suspended, or removed from the Seller's customer account for any reason, including but not limited to pushing the domain to another account, transferring the domain to another registrar, or expiration of the domain.

Completed Sales. Once the Listing Sale is complete, normal terms and conditions of domain name registrations as set forth elsewhere in this Agreement apply. You acknowledge and agree that the term of registration is whatever period remains on the Seller's initial registration term at the time of the Listing Transaction. You understand and agree that You may extend the domain name registration term by renewing the domain pursuant to the terms set forth in this Agreement.

Disputes. In the event of a dispute concerning, relating to, or arising out of a Listing Transaction, You understand and agree that Dynadot shall not participate in any such dispute, and You agree not to name Dynadot as a party to any lawsuit, administrative proceeding or criminal investigation.

4. **EXPIRED DOMAIN SALES ("AUCTIONS").**

From time to time, Dynadot may list for sale domain names that have entered into a Post-Expiration period for their original registration ("Expired Domains"). Transactions involving Expired Domains may utilize an auction format. Any such sale will not be final until the end of the Post-Expiration period for the Expired Domain. During the entire Post-Expiration period, the original registrant has the right to renew the Expired Domain, regardless of any payments You may make in an effort to purchase the Expired Domain. By bidding on the Expired Domain, Buyer acknowledges and agrees that if Buyer has the winning bid, the transfer of the Expired Domain will not be completed until after the Post-Expiration period lapses. If the Expired Domain is renewed by the original registrant, You will receive an account credit for the full purchase price, or, at Dynadot's sole discretion, a refund.

Commencement of Auctions. Most auctions commence approximately thirty (30) days after the expiration date of the original domain name registration. Alternative auction commencement times after the expiration date of the original domain name registration include approximately: fifteen (15) days for .ws, and eighty-two (82) days for .uk domains.

Payment and Transfer. You understand and agree that transfer of ownership will not be completed until (i) the Post-Expiration period for the domain's original registration has elapsed, and (ii) Dynadot has received Your timely and valid payment. You further understand and agree that the transfer by Dynadot of any Expired Domain to a winning bidder is done without warranty, and Dynadot expressly disclaims any and all warranties or representations that the Expired Domain does not infringe upon the intellectual property rights of any third party. For all completed auctions, and if You are the winning bidder as determined by Dynadot in its sole discretion ("First Place Winner"), valid payment must be received within forty-eight (48) hours from the close of the auction ("Payment Window"). You understand and agree that You bear the sole responsibility for making timely and valid payment, and that Dynadot disclaims any responsibility for failed or unreceived payment, regardless of reason or fault. In the event that Dynadot does not receive Your timely and valid payment, You will immediately lose the right

to purchase the domain. The party who placed the next highest auction bid as determined by Dynadot in its sole discretion ("Second Place Winner"), then has the right to purchase the domain. If You are the Second Place Winner, valid payment must be received within twenty-four (24) hours from the end of the First Place Winner's Payment Window. You understand and agree that You bear the sole responsibility for making timely and valid payment, and that Dynadot disclaims any responsibility for failed or unreceived payment, regardless of reason or fault. In the event that Dynadot does not receive Your timely and valid payment, You will immediately lose the right to purchase the domain, and the domain will be deleted and returned to the central registry.

Termination of Auctions. Auctions terminate at the date and time stated therein. Auctions may be interrupted and canceled for reasons including, but not limited to, if a domain is renewed by the original registrant or if a domain name is removed from the original registrant's account for any reason.

Completed Transactions. Once You have received use, possession, and/or control over the domain You have purchased at auction, normal terms and conditions of domain name registrations as set forth elsewhere in this Agreement apply. You acknowledge and agree that the term of the registration is whatever period is so stated in the auction description at the time of closing.

All Sales Final. All Completed Transactions are final, irreversible, non-refundable, and ineligible for account credit.

Disputes. In the event of a dispute concerning, relating to, or arising out of an Auction Transaction, You agree to be bound by Dynadot's dispute resolution policy set forth in Part 2: Domain Name Registrations of this Agreement.

Restrictions. Not all domain extensions are available for auction, including but not limited to .eu and .cn.

5. USER INFORMATION DISPLAYED.

If You participate in a Marketplace Transaction, You understand and agree that Dynadot shall have the right to display certain information, including, but not limited to, the domain name sold or purchased, information about the timing of the sale or purchase, the eventual sale or purchase price, Seller screen name and date member joined, and other information in connection therein.

6. INTERRUPTION OF SERVICES.

You agree that Dynadot, in its sole discretion and without liability to You for any resulting loss or damages, may take immediate corrective action, including, but not limited to, removal of all or a portion of any Marketplace Listing and/or deletion, suspension, cancellation, termination, or other interruption of Your customer account with Dynadot, at any time during the term of this Agreement, in the event of notice of any possible violation of this Agreement by You or Your end users, or if such service or account is used in association with morally objectionable activities, or for any reason whatsoever. In such cases, any and all fees paid to Dynadot shall be non-refundable and ineligible for account credit.

7. ADDITIONAL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY.

DYNADOT IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR MARKETPLACE CONTENT AND TRANSACTIONS, AND THE TRUTH, ACCURACY, AND LEGALITY THEREIN. YOU AGREE THAT DYNADOT SHALL HAVE NO LIABILITY TO YOU OR YOUR END USERS DUE TO ANY CORRECTIVE ACTION TAKEN BY DYNADOT IN RESPONSE TO YOU OR YOUR END USERS' ACTION OR FAILURES TO ACT.

You understand and agree that Dynadot has no obligation to monitor the Marketplace, but reserves the right in its sole discretion to do so. Dynadot reserves the right to edit Marketplace content at any time and for any reason in its sole discretion.

You understand and agree that You alone bear the sole responsibility for researching and verifying the truthfulness and accuracy of information contained in Marketplace Listings. You understand and agree that Your participation in a Transaction is fully at Your own risk. You further agree that Dynadot shall have no responsibility or liability whatsoever with respect to any Listing or any domain name registered, purchased, or sold by You or to You vis-à-vis a Listing in our Marketplace, or with respect to the failure of any Listing Transaction, and that the Limitation of Liability provision of the General Provisions shall apply to the domain name registration.

You agree that, from time to time, the Marketplace may be inaccessible or inoperable for any reason, including but not limited to: (i) periodic maintenance procedures or repairs; (ii) equipment failures and malfunctions; or, (iii) causes beyond Dynadot's control or which are not reasonably foreseeable by Dynadot, including, without limitation, interruption or failure of telecommunication or digital transmission connections, hostile network attacks, network traffic and congestion, or other failures. You agree that Dynadot shall not be liable to You or Your end users for any such periods of inaccessibility or inoperability under this provision.

8.

PART 4: WEB HOSTING

The following additional terms and conditions contained in this Part of the Agreement may apply if You purchase web hosting services or related services from Dynadot.

1. DESCRIPTION OF SERVICE.

The following additional terms and conditions contained in this section apply where You authorize and direct Dynadot to host Your web site on Dynadot's web hosting servers ("Web Hosting"). You agree to pay any and all fees to Dynadot as set forth on our web site.

You must: (a) provide all equipment, including a computer, modem, and any other equipment necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone or Internet service fees associated with such connection.

You understand and agree that, if You transfer Your Web Hosting Service to a third party in conjunction with a live web site, or for any other reason, or allow Your domain name registration to expire, You will no longer be able to use and/or access Your web site, Web Hosting Service, related email service and/or any related data or messages.

You may not exceed the storage, megabytes, and/or bandwidth limitations applicable to the particular Web Hosting Service purchased by You as specified on our web site at the time of Your purchase, or as subsequently modified by Dynadot pursuant to this Agreement. If You exceed the applicable storage, megabytes, and/or bandwidth limitations, Dynadot reserves the right in its sole discretion to either (A) charge, and You agree to pay, an additional fee as described on our web site for each megabyte of usage, or portion thereof, that exceeds the usage limitations set forth above, or (B) terminate or suspend Your Web Hosting Service and this Agreement.

2. TERM OF SUBSCRIPTION.

Unless otherwise specified on our web site, each Web Hosting subscription with Dynadot is for a one-year term.

3. RESTRICTIONS ON USE.

You agree to assume full and complete responsibility for, and agree that Dynadot shall have no responsibility or liability for, providing, updating, uploading, controlling and/or maintaining Your web site and its content, including but not limited to any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through Your web site, as well as any domain names registered in connection with the Web Hosting Services ("Content"). You further agree to assume full and complete responsibility for, and agree that Dynadot shall have no responsibility or liability for, Your end users' content and all activities on Your web site.

You expressly agree that hosting Your web site and Your Content on Dynadot hosting servers does not constitute an infringement of any intellectual property rights of You or of any third party.

You agree not to exceed the bandwidth or storage space limits applicable to the Web Hosting services purchased, as set forth on our web site. You agree that if You do exceed any such limits, Dynadot, in its sole discretion, may immediately take corrective action, including but not limited to assessment of additional fees and/or suspension or termination of Your Web Hosting services or customer account.

4. INTERRUPTION OF WEB HOSTING SERVICES.

In the event that Dynadot refuses Your request for Web Hosting Service or cancels a pending or existing order for Web Hosting Service within the first fifteen (15) days of purchase of such service, You may receive, at Dynadot's sole discretion, an account credit or refund of any applicable fee(s) You have paid to Dynadot in connection with the service being refused or canceled.

You further agree that Dynadot, in its sole discretion and without liability to You for any resulting loss or damages, may take immediate corrective action, including, but not limited to, removal of all or a portion of Your Content and/or deletion, suspension, cancellation, termination, or other interruption of Web Hosting services or Your customer account with Dynadot, at any time during the term of this Agreement, in the event of notice of any possible violation of this Agreement by You or Your end users, or if such service or account is used in association with morally objectionable activities, or for any reason whatsoever. In such cases, any and all fees paid to Dynadot shall be non-refundable and ineligible for account credit. You understand and agree that, if You elect to transfer services to a third party, any and all fees to Dynadot shall be non-refundable and ineligible for account credit.

5. ADDITIONAL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY.

DYNADOT IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA, AND THE TRUTH, ACCURACY, AND LEGALITY OF SUCH DATA, TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR END USERS VIA THE SERVICES PROVIDED BY DYNADOT. YOU AGREE THAT DYNADOT SHALL HAVE NO LIABILITY TO YOU OR YOUR END USERS DUE TO ANY CORRECTIVE ACTION TAKEN BY DYNADOT IN RESPONSE TO YOU OR YOUR END USERS' ACTIONS OR FAILURES TO ACT.

You understand and agree that Dynadot shall have no obligation to back-up any data related to Your web site or its Content.

You agree that, from time to time, the Web Hosting Service may be inaccessible or inoperable for any reason, including but not limited to: (i) periodic maintenance procedures or repairs; (ii) equipment failures and malfunctions; or, (iii) causes beyond Dynadot's control or which are not reasonably foreseeable by Dynadot, including, without limitation, interruption or failure of telecommunication or digital transmission connections, hostile network attacks, network traffic and congestion, or other failures. You agree that Dynadot shall not be liable to You or Your end users for any such periods of inaccessibility or inoperability under this provision.

PART 5: EMAIL SERVICES

The following additional terms and conditions contained in this Part of the Agreement may apply if You purchase email services from Dynadot.

1. DESCRIPTION OF SERVICE.

The following additional terms and conditions contained in this section apply where You authorize and direct Dynadot to provide electronic mail ("email") capability services on Dynadot's servers ("Email Service"). You agree to pay any and all fees to Dynadot as set forth on our web site.

Dynadot is providing You with the capability of sending, receiving, viewing, and composing email via the Internet. You must: (a) provide all equipment, including a computer, modem, and any other equipment necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone or Internet service fees associated with such connection.

While Dynadot has not set a fixed upper limit on the number of messages You may send, receive, view, or compose through the Email Service, Dynadot reserves the right to restrict the number of recipients of any email sent by You and retains the right, at Dynadot's sole discretion, to restrict the volume of messages transmitted or received by You, in order to maintain the quality of our services to other customers and to protect our computer systems.

You understand that, in order to use the Email Service, Dynadot must host Your domain name record. You understand and agree that, if You transfer Your domain name record or Web Hosting Service to a third party in conjunction with a live web site, or for any other reason, or allow Your domain name registration to expire, You will no longer be able to use and/or access the Email Service and/or any related data or messages.

You may not exceed the storage, megabytes, and/or bandwidth limitations applicable to the particular Email Service purchased by You as specified on our web site at the time of Your purchase, or as subsequently modified by Dynadot pursuant to this Agreement. If You exceed the applicable storage, megabytes, and/or bandwidth limitations, Dynadot reserves the right in its sole discretion to either (A) charge, and You agree to pay, an additional fee as described on our web site for each megabyte of usage, or portion thereof, that exceeds the usage limitations set forth above, or (B) terminate or suspend Your Email Service and this Agreement.

2. TERM OF SUBSCRIPTION.

Unless otherwise specified on our web site, each Email Service subscription with Dynadot is for a one-year term.

3. SPAM PROTECTION.

Dynadot's Email Service includes real-time spam protection. All email sent to Your email address(es) will be scanned by Dynadot's spam filter to detect spam and to assist in preventing spam from reaching Your email box(es). All email detected as spam will not be delivered to your inbox, and will instead be delivered to a dedicated spam mail folder within Your email box(es). All email in any spam mail folder will be subsequently deleted after a waiting period, as determined by Dynadot, or may be manually deleted by You. All email box(es) automatically include this spam protection feature, which cannot be disabled or configured by You. You acknowledge and agree that Dynadot's spam protection feature is not guaranteed to be one hundred percent (100%) effective, accurate, or error free and may result in the delivery of spam to your email inbox(es), or email that is not spam being falsely identified as spam and deleted by our system or filtered into the spam mail folder. You have and accept the ability and responsibility to periodically check the spam mail folder to prevent Your failure to receive any email as a result of the spam protection feature. You acknowledge and agree that Dynadot shall have no liability to You or any third party with respect to our spam protection feature, Your failure to receive any email as a result thereof, or Your receipt of spam.

You understand and agree that the Dynadot spam protection feature is not a virus protection device, and does not have the purpose or ability to filter actual or potential viruses contained in email messages and/or email attachments. You acknowledge and agree that Dynadot shall have no liability to You or any third party with respect to the transmission of or receipt of viruses in connection with Your use of the Email Service.

4. **RESTRICTIONS ON USE; PRIVACY.**

You understand and agree that Dynadot will not, and has no obligation to, monitor, edit, or disclose the contents of Your communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Dynadot; (b) protect and defend the rights or property of Dynadot; or, (c) act under exigent circumstances to protect the personal safety of our customers or the public. Dynadot reserves the right at all times to review materials You transmit, receive, or publish using the Email Service, and to edit, refuse to post or transmit, or to remove any information or materials, in whole or in part, in Dynadot's sole discretion.

You acknowledge and agree that Dynadot neither endorses the contents of any of communications You transmit or receive, nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing, or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby.

You acknowledge and agree that certain technical processing of email messages and their content may be required to: (a) send and receive messages; (b) conform to the limitations and features of the email service; or, (c) conform to other similar requirements.

5. **INTERRUPTION OF EMAIL SERVICES.**

In the event that Dynadot refuses Your request for Email Service or cancels a pending or existing order for Email Service within the first fifteen (15) days of purchase of such service, You may receive, at Dynadot's sole discretion, an account credit or refund of any applicable fee (s) You have paid to Dynadot in connection with the service being refused or canceled.

You further agree that Dynadot, in its sole discretion and without liability to You for any resulting loss or damages, may take immediate corrective action, including, but not limited to, removal of all or a portion of Your Email Service, and/or deletion, suspension, cancellation, termination, or other interruption of Email Services or Your customer account with Dynadot, at any time during the term of this Agreement, in the event of notice of any possible violation of this Agreement by You or Your end users, or if such service or account is used in association with morally objectionable activities, or for any reason whatsoever. In all such cases, any and all fees paid to Dynadot shall be non-refundable and ineligible for account credit. You understand and agree that, if You elect to transfer services to a third party, any and all fees to Dynadot shall be non-refundable and ineligible for account credit.

6. **ADDITIONAL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY.**

DYNADOT IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA, AND THE TRUTH, ACCURACY, AND LEGALITY OF SUCH DATA, TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR END USERS VIA THE SERVICES PROVIDED BY DYNADOT. YOU AGREE THAT DYNADOT SHALL HAVE NO LIABILITY TO YOU OR YOUR END USERS DUE TO ANY CORRECTIVE ACTION TAKEN BY DYNADOT IN RESPONSE TO YOU OR YOUR END USERS' ACTIONS OR FAILURES TO ACT.

You understand and agree that Dynadot shall have no obligation to back-up any data related to Your email address(es), email box(es), or its Content, or to the Email Service.

You agree that, from time to time, the Email Service may be inaccessible or inoperable for any reason, including but not limited to: (i) periodic maintenance procedures or repairs; (ii) equipment failures and malfunctions; or, (iii) causes beyond Dynadot's control or which are not reasonably foreseeable by Dynadot, including, without limitation, interruption or failure of telecommunication or digital transmission connections, hostile network attacks, network traffic and congestion, or other failures. You agree that Dynadot shall not be liable to You or Your end users for any such periods of inaccessibility or inoperability under this provision.

PART 6: DYNAMIC WEB SITE SERVICES.

The following additional terms and conditions contained in this Part of the Agreement may apply if You purchase web site design, dynamic web site, or web site template services from Dynadot.

1. **DESCRIPTION OF SERVICE.**

The following additional terms and conditions contained in this section apply where You purchase the temporary and non-exclusive use of pre-designed, customizable Dynadot web site templates ("Dynamic Web Sites"). You agree to pay any and all fees to Dynadot as set forth on our web site.

You must: (a) provide all equipment, including a computer, modem, and any other equipment necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone or Internet service fees associated with such

connection.

You understand that, in order to use our Dynamic Web Site Service, Dynadot must host Your domain name record. You understand and agree that, if You transfer Your domain name record or Web Hosting Service to a third party in conjunction with a live web site, or for any other reason, or allow Your domain name registration to expire, You will no longer be able to use and/or access our Dynamic Web Site Service and/or any related data or messages.

You may not exceed the storage, megabytes, and/or bandwidth limitations applicable to the particular Dynamic Web Site purchased by You as specified on our web site at the time of Your purchase, or as subsequently modified by Dynadot pursuant to this Agreement. If You exceed the applicable storage, megabytes, and/or bandwidth limitations, Dynadot reserves the right in its sole discretion to either (A) charge, and You agree to pay, an additional fee as described on our web site for each megabyte of usage, or portion thereof, that exceeds the usage limitations set forth above, or (B) terminate or suspend Your Dynamic Web Site Service and this Agreement.

2. TERM OF SUBSCRIPTION.

Unless otherwise specified on our web site, each Dynamic Web Site Service subscription with Dynadot is for a one-year term.

3. RESTRICTIONS ON USE.

You agree to assume full and complete responsibility for, and agree that Dynadot shall have no responsibility or liability for, providing, updating, uploading, controlling and/or maintaining Your Dynamic Web Site and its content, including but not limited to any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through Your web site, as well as any domain names registered in connection with the Dynamic Web Site Services ("Content"). You further agree to assume full and complete responsibility for, and agree that Dynadot shall have no responsibility or liability for, Your end users' content and all activities on Your Dynamic Web Site.

You agree that You will not modify, alter, change, reproduce, reengineer, recreate, deface, sell, distribute, lease, license, sublicense, or rent any design elements, including but not limited to any content, image, picture, design scheme, or layout, that is made available to You by Dynadot or that is part of the Dynamic Web Site Service ("Design Elements"). You expressly agree that You will not use any Design Elements in any way that may infringe upon the rights of Dynadot or any third parties. Dynadot retains all rights, title, and ownership to the Design Elements. You agree that Your use of the Design Elements does not give You any rights in such Design Elements. You understand and agree that any such Design Elements that may appear on Your Dynamic Web Site are non-exclusive to Your site, and may appear on other web sites on the internet.

You expressly agree that the Content on Your Dynamic Web Site or that You store on Dynadot hosting servers does not constitute an infringement of any intellectual property rights of You or of any third party.

You agree not to exceed the bandwidth or storage space limits applicable to the Dynamic Web Site Services purchased, as set forth on our web site. You agree that if You do exceed any such limits, Dynadot, in its sole discretion, may immediately take corrective action, including but not limited to assessment of additional fees and/or suspension or termination of Your Dynamic Web Site Services or customer account.

4. INTERRUPTION OF DYNAMIC WEB SITE SERVICES.

In the event that Dynadot refuses Your request for Dynamic Web Site Service or cancels a pending or existing order for Dynamic Web Site Service within the first fifteen (15) days of purchase of such service, You may receive, at Dynadot's sole discretion, an account credit or refund of any applicable fee(s) You have paid to Dynadot in connection with the service being refused or canceled.

You further agree that Dynadot, in its sole discretion and without liability to You for any resulting loss or damages, may take immediate corrective action, including, but not limited to, removal of all or a portion of Your Content, and/or deletion, suspension, cancellation, termination, or other interruption of Dynamic Web Site Services or Your customer account with Dynadot, at any time during the term of this Agreement, in the event of notice of any possible violation of this Agreement by You or Your end users, or if such service or account is used in association with morally objectionable activities, or for any reason whatsoever. In all such cases, any and all fees paid to Dynadot shall be non-refundable and ineligible for account credit. You understand and agree that, if You elect to transfer services to a third party, any and all fees to Dynadot shall be non-refundable and ineligible for account credit.

5. ADDITIONAL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY.

DYNADOT IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA, AND THE TRUTH, ACCURACY, AND LEGALITY OF SUCH DATA, TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR END USERS VIA THE SERVICES PROVIDED BY DYNADOT. YOU AGREE THAT DYNADOT SHALL HAVE NO LIABILITY TO YOU OR YOUR END USERS DUE TO ANY CORRECTIVE ACTION TAKEN BY DYNADOT IN RESPONSE TO YOU OR YOUR END USERS' ACTIONS OR FAILURES TO ACT.

You understand and agree that Dynadot shall have no obligation to back-up any data related to Your web site, site design, site templates, or content.

You agree that, from time to time, the Dynamic Web Site Service may be inaccessible or inoperable for any reason, including but not limited to: (i) periodic maintenance procedures or repairs; (ii) equipment failures and malfunctions; or, (iii) causes beyond Dynadot's control or which are not reasonably foreseeable by Dynadot, including, without limitation, interruption or failure of telecommunication or digital transmission connections, hostile network attacks, network traffic and congestion, or other failures. You agree that Dynadot shall not be liable to You or Your end users for any such periods of inaccessibility or inoperability under this provision.

PART 7: DIGITAL (SSL) CERTIFICATES

The additional terms and conditions of this Part of the Agreement are contained in the web site of the providing vendor, are incorporated herein by reference, and are located at <http://www.rapidssl.com/legal/index.htm> ("SSL Terms and Conditions"). You agree to be bound by the SSL Terms and Conditions, in addition to all applicable terms and conditions contained in this Agreement, if You purchase SSL certificate services from Dynadot. In addition, You acknowledge that Dynadot is an authorized reseller of RapidSSL certificates, and You agree that Dynadot shall have no liability to You or to any other third party whatsoever as a result of, arising out of, or in relation to Your purchase of SSL certificate services from Dynadot.

PART 8: SITE BUILDING SOFTWARE

The additional terms and conditions of this Part of the Agreement that are contained in the end user licensing agreement that accompanies the software and on the web site of the providing vendor, are incorporated herein by reference, and are located at <http://www.virtualmechanics.com/terms.html> and with the software itself ("Site Building Software Terms and Conditions"). You agree to be bound by the Site Building Software Terms and Conditions, in addition to all applicable terms and conditions contained in this Agreement, if You purchase site building software services from Dynadot. In addition, You acknowledge that Dynadot is an authorized reseller of the Virtual Mechanics SiteSpinner[®] software, and You agree that Dynadot shall have no liability to You or to any other third party whatsoever as a result of, arising out of, or in relation to Your purchase of site building software services from Dynadot.

PART 9: REFER-A-FRIEND PROGRAM

The additional terms and conditions of this Part of the Agreement are contained in the Refer-A-Friend Terms and Conditions that are incorporated herein by reference, and that are located at http://www.dynadot.com/refer_friend.html ("RAF Terms and Conditions"). You agree to be bound by the RAF Terms and Conditions, in addition to all applicable terms and conditions contained in this Agreement, if You participate in Dynadot's Refer-A-Friend Program.