

# Domain Name Registration Agreement

(Last Updated: April 27, 2017)  
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## GENERAL PROVISIONS

This Domain Name Registration Agreement (“Agreement”) sets forth the terms and conditions under which Hostway Services, Inc. (“Hostway”) provides its services as a Registrar. The terms “you” and “your” refer to both the Registrant and the Applicant (as defined below). Provision of Hostway’s services is subject at all times to this Agreement. The attached Exhibits and Schedules are included as integral parts of this Agreement, as applicable.

### 1. DEFINITIONS

- (a) “Affiliate” means any legal entity that owns, is owned by, or is under common ownership with a Party with ownership greater than 25% of the shares, interests or assets of such legal entity or Party, as applicable.
- (b) “Applicant” means the person who submits a Registration Order on behalf of the Registrant.
- (c) “DNR Services” mean the domain name registrations and related services that Hostway provides to you under this Agreement.
- (d) “Domain” means a string of alphabetical and/or alphanumeric characters followed by a suffix indicating the applicable domain name extension, which is used as an Internet address to identify a computer on the Internet.
- (e) “HW Intellectual Property” means all rights, title, interest and benefit of Hostway in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all copyrights, patents, trademarks, certification marks and industrial designs, applications for any of the foregoing, trade names, brand names, business names, trade secrets, proprietary manufacturing information and know-how, instruction manuals, inventions, inventor’s notes, research data, blue prints, drawings and designs, formulae, calculations, processes, prototypes, source codes, digital files, URLs, technology, together with all rights under license agreements, sublicense agreements, strategic alliances, development agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, that are owned by Hostway or relating to the DNR Services.
- (f) “ICANN” means the Internet Corporation for Assigned Names and Numbers.
- (g) “Registrant” means the person (individual or corporate entity) that is recorded in the Whois

as the owner of the particular Domain.

- (h) "Registrar" means an ICANN-accredited Domain registrar.
- (i) "Registration" means the registration or pre-registration of your Domain with the applicable Registry.
- (j) "Registration Order" means the online order form for submitting a particular Domain for registration with Hostway (or Hostway's designated Registrar) as the Registrar of record.
- (k) "Registry" means an entity accredited by ICANN to supervise specific generic top-level Domains ("gTLDs") and to operate the domain name system for such gTLDs and/or, in cases of country code top-level Domains (ccTLDs), to act as an administrator of ccTLDs for a particular country and operate the domain name system for such country's specific Domain extension(s).
- (l) "Renewal" means the renewed Registration for another fixed term.
- (m) "Specifications and/or Policies" means any requirements, specifications, policies, procedures, or programs implemented by ICANN as authorized by ICANN's Bylaws.
- (n) "URL" means Uniform Resource Locator, which is the protocol for specifying addresses on the Internet.
- (o) "Whois" means the directory service or database over the Internet used for searching information related to a particular Domain that is required by ICANN to be compiled upon registration of a Domain.

## **2. THIS AGREEMENT**

- 2.1 **Agreements.** By submitting a Registration Order, you are acknowledging that you have read, understood, and agreed to all the terms and conditions of this Agreement, including any other agreement or policy that may be published by Hostway from time to time (whether referenced in this Agreement or not).
- 2.2 **Exhibits & Schedules.** This Agreement includes the attached Exhibits and Schedules, which shall take effect as applicable and as stated therein.
- 2.3 **Amendments.** You agree that the industry and practice of registering and administering Domains, and providing related services, is constantly evolving and, as a result, Hostway may need to amend this Agreement and/or other applicable agreements and policies to (i) protect Hostway against legal risks, and (ii) comply with ICANN rules, regulations, and policies. The operative and effective version of this Agreement shall be the latest version available at <http://www.hostway.com/docs/legal/registration-agreement.pdf> (or such other URL as Hostway may designate at its sole discretion). It is your responsibility to frequently visit Hostway's Web site for updates to this Agreement. Hostway shall not be obligated to send you any notice of amendments to this Agreement and your continued use of the DNR Services shall constitute your agreement to such amendments.
- 2.4 **Priority of Agreements.** Subject to the express written agreement signed by an authorized signatory of Hostway, the terms of this Agreement supersedes the terms of any other agreement (whether written, verbal or otherwise) between you and Hostway as they relate to the DNR Services.
- 2.5 **Binding Agreement.** This Agreement becomes binding on you from the time the Registration Order is submitted to Hostway. This Agreement becomes binding on Hostway from the time Hostway registers the Domain and sends you confirmation of such registration. Hostway reserves the right to accept or reject your Registration Order at its sole discretion.

### 3. DOMAIN REGISTRATION

- 3.1 Effective Registration. You agree that Domain registrations are not effective until Hostway delivers your Registration Order information to the applicable Registry and such Registry puts your Registration into effect. You further agree that Registrations shall be for fixed periods only. You agree that your request for a particular Domain does not guarantee that the Domain shall be successfully registered. Hostway is not responsible for any Domain not registered.
- 3.2 Registry or ICANN Actions. You agree that Hostway is not liable or responsible in any way for errors, omissions, or actions by the Registry arising out of or relating to your Registration Order and receipt of, or failure to receive, the registration of your selected Domain(s). You further agree that your Registration shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by Hostway or the Registry in registering the Domain or (2) for the resolution of disputes concerning the Domain.
- 3.3 Ownership of Domain. YOU AGREE THAT THE REGISTRANT SHALL HAVE SOLE LEGAL OWNERSHIP OF THE DOMAIN. IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF HOSTWAY, TO ENSURE THAT THE CORRECT REGISTRANT INFORMATION IS RECORDED. YOU ACKNOWLEDGE THAT IN THE EVENT OF A DISCREPANCY BETWEEN THE REGISTRANT NAME AND THE REGISTRANT ORGANIZATION, THE REGISTRANT ORGANIZATION LISTED IN THE WHOIS SHALL BE THE LEGAL OWNER. YOU AGREE THAT YOUR FAILURE TO RECORD VALID OR CORRECT REGISTRANT INFORMATION MAY RESULT IN YOUR INABILITY TO RENEW, TRANSFER OR TAKE ANY OTHER ACTION RELATING TO YOUR DOMAIN, WHICH MAY FURTHER RESULT IN THE SUSPENSION OR TERMINATION OF YOUR REGISTRATION.
- 3.4 Compliance with Applicable Laws. In addition to your obligations under this Agreement, you understand and agree that you are solely responsible for ensuring that your Domain (including the Registration and use of) will at all times abide by all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming (if applicable), and disclosure of data and financial regulations. If you are collecting and maintaining sensitive health and financial data, you warrant that you will comply with applicable laws on the provision of such services and including security measures applicable to that industry.
- 3.5 Change of Registrant. In the event that you make any change to the Registrant name, Registrant organization, Registrant email address or Administrative Contact email address during the Registration term, whether to update your own information or to transfer ownership of your Domain to a new owner ("Transferee"), this constitutes a "Change of Registrant" as defined by ICANN under the Transfer Policy (available at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>). To complete your Change of Registrant, Hostway must obtain express approval from both you and the Transferee (or by you and the Transferee's Designated Agents). You hereby explicitly authorize Hostway to act as your Designated Agent to approve each Change of Registrant that is initiated by you. The Change of Registrant is further subject to the Transferee agreeing to the terms of this Agreement, and Hostway reserves the right to suspend or deny the Change of Registrant if the Transferee does not approve the Change of Registrant or confirm its acceptance of this Agreement within thirty (30) days of Hostway's notice. Upon completion of the Change of Registrant, the Domain will remain locked to Hostway for sixty (60) days to prevent transfer to another registrar pursuant to the terms of the Transfer Policy, unless you had previously opted out of this lock period when you requested the Change of Registrant.

Any Change of Registrant or other transfer of ownership of the Domain that does not comply with the terms of this clause and the Transfer Policy shall be invalid and Hostway shall, at its sole discretion, have the right to reverse the Change of Registrant and/or suspend or terminate your Registration without refunding any fee you have already paid. You agree to follow Hostway's then current procedures for Change of Registrant, which may

entail submission and notarization of certain forms, documents, and your photo identification (as requested by Hostway).

- 3.6 Username & Password. IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF HOSTWAY, TO KEEP, GUARD, AND REMEMBER YOUR USERNAME AND PASSWORD ASSOCIATED WITH YOUR DOMAIN. YOU AGREE THAT THE PERSON RECORDED AS THE ADMINISTRATIVE CONTACT FOR YOUR DOMAIN SHALL HAVE FULL ACCESS TO YOUR USERNAME AND PASSWORD AND, AS A RESULT, SHALL HAVE THE ABILITY TO CONTROL YOUR DOMAIN, INCLUDING THE ABILITY TO EXECUTE REGISTRANT TRANSFERS, CHANGE OF REGISTRANT, AND WHOIS CHANGES. IF YOU LOSE OR FORGET YOUR USERNAME AND PASSWORD, HOSTWAY'S ONLY OBLIGATION SHALL BE TO PROVIDE A NEW USERNAME AND PASSWORD TO THE ADMINISTRATIVE CONTACT RECORDED IN THE WHOIS AT THE TIME. YOU FURTHER AGREE TO FOLLOW HOSTWAY'S THEN CURRENT PROCEDURES FOR CHANGING THE ADMINISTRATIVE CONTACT OF RECORD, WHICH MAY ENTAIL SUBMISSION AND NOTARIZATION OF CERTAIN FORMS, DOCUMENTS, AND YOUR PHOTO IDENTIFICATION (AS REQUESTED BY HOSTWAY).
- 3.7 Domain Disputes. You agree that if your Registration is challenged by a third party, you shall be subject to the provisions specified in the applicable Domain dispute policy, including the policies attached in the Exhibits to this Agreement. If Hostway is notified that a complaint or legal action has been filed with a judicial or administrative body regarding your Domain and/or your use of the DNR Services, you agree not to make any changes to your Domain record without Hostway's prior written approval. You further agree that Hostway may, at its sole discretion, place a hold on your Domain, otherwise prevent you from making any changes to the Registration, or transfer control over your Domain to the applicable Registry until (i) Hostway is directed to do so by the judicial or administrative body, or (ii) the dispute has been settled between you and the disputing party and Hostway received satisfactory documentation evidencing the settlement.
- 3.8 Renewals. WHILE HOSTWAY MAY SEND OUT ONE OR MORE RENEWAL NOTICES AS A COURTESY, YOU ARE SOLELY RESPONSIBLE, AND HOSTWAY IS NOT LIABLE IN ANY WAY, FOR TIMELY AND VALID RENEWALS. IF YOU FAIL TO EXECUTE A RENEWAL BEFORE THE REGISTRATION EXPIRES, YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU SHALL BE FORFEITING YOUR RIGHTS AND OWNERSHIP IN THE DOMAIN, THUS DISABLING ANY WEBSITE YOU MAY HAVE RESOLVING TO SUCH DOMAIN. HOSTWAY MAY SET YOUR DOMAIN TO RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE DOMAIN'S REGISTRATION TERM, THE COST OF WHICH WILL BE AT THE THEN-CURRENT RENEWAL FEE LISTED ON OUR WEBSITE AT <https://hostway.com/products-services/domain-registration/>. IF THIS OPTION IS SELECTED, YOU EXPRESSLY AUTHORIZE HOSTWAY TO RENEW YOUR DOMAIN IN YOUR NAME FOR SUCCESSIVE ONE-YEAR TERMS AND TO CHARGE YOUR ACCOUNT ACCORDINGLY UNTIL YOU ELECT TO TERMINATE YOUR REGISTRATION PURSUANT TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WANT YOUR DOMAIN TO RENEW AUTOMATICALLY, IT IS YOUR SOLE RESPONSIBILITY, AND NOT HOSTWAY'S, TO LOG INTO YOUR CUSTOMER INTERFACE AND DE-SELECT THE "AUTORENEW" FUNCTION. YOU MAY DE-SELECT THE AUTO-RENEW FUNCTION AT ANY TIME DURING A REGISTRATION TERM. UPON EXPIRATION OF A REGISTRATION, HOSTWAY SHALL HAVE THE RIGHT TO DELETE THE DOMAIN, TAKE OVER CONTROL AND/OR OWNERSHIP OF THE DOMAIN, OR OTHERWISE MAKE THE DOMAIN AVAILABLE TO THE PUBLIC AND YOU SHALL NOT MAKE ANY COMPLAINT, CLAIM OR CHALLENGE AGAINST HOSTWAY THERETO.
- 3.9 Registrar Transfers. Before you may transfer Registrars (to or from Hostway), you shall pay Hostway the then current fees for such transaction. Only the Registrant, or an authorized agent of the Registrant, shall be allowed to initiate a request to transfer Registrars. Hostway may, at its sole discretion, require you to provide documentation satisfactory to Hostway that proves your identity as the Registrant or that the Registrant initiated and/or authorized the transfer request. Any inability to provide a proper username and password or other evidence satisfactory to Hostway may result in the loss of your Domain. Upon successful completion of a Registrar transfer to Hostway from another Registrar, Hostway shall immediately become the Registrar of record and, as such, you shall be bound by this Agreement. To complete a Registrar transfer to Hostway, you must extend your existing Registration term for 1 year from the date your existing Registration is

set to expire, provided that the total unexpired term of the Registration does not exceed 10 years.

- 3.10 Refusal of Registrar Transfer. Hostway reserves the right to deny a Registrar transfer request (i) during the first 60 days after the initial Registration with the original Registrar or after a successful transfer to a Registrar pursuant to ICANN's transfer policy; (ii) in accordance with the circumstances described in this Agreement under the applicable Domain dispute policy; (iii) if there is a pending bankruptcy or insolvency of the Registrant; (iv) if there is a dispute over the identity of the Registrant; (v) by operation of law; or (vi) at the discretion of the then current Registrar. It is the sole responsibility of the Registrant, and not of Hostway, to ensure that the Registrar transfer request shall not be denied for any of the above reasons prior to initiating the Registrar transfer. Registrar transfer fees are not refundable.
- 3.11 Administration by Hostway. You hereby expressly agree that Hostway may temporarily change the Whois information to name Hostway as the administrative contact for the limited purpose of administrating your Domain. Upon completion of the procedure at hand, Hostway shall promptly change the administrative contact back to the administrative contact of record immediately preceding the change made by Hostway. Ownership of the Domain shall at all times remain with the Registrant.
- 3.12 Agency. If you are registering a Domain for someone else, you represent, warrant, and agree that you have the authority to bind that person as a principal to all the terms and conditions of this Agreement and that you shall be jointly and severally liable under this Agreement.
- 3.13 License to Third Parties. If you license the use of your Domain to a third party ("Licensee"), you represent, warrant, and agree that you nonetheless remain the Registrant and responsible for all obligations under this Agreement, including payment of fees and providing (and updating, as necessary) your full, current, accurate, and complete contact information and administrative, technical, and billing contact information. License of your Domain to Licensees is at your sole risk and you shall abide by the indemnification provisions in this Agreement for the benefit of Hostway and the other parties stated therein.
- 3.14 Parking Pages. Hostway reserves the right to redirect at any time any non-resolving Domain to a generic parking page of Hostway's choosing. For the purposes of this section, "non-resolving" means a Domain that is registered to you (or by you) and at any given point in time: (i) points at the default nameservers belonging to Hostway or an Affiliate of Hostway's, (ii) does not have the domain forwarding feature activated, and (iii) does not resolve to a published hosting account or other Web page. You agree that Hostway may display advertisements on its parking page(s) and you understand that the advertising on the parking page(s) may be for or include but are not limited to Hostway's Web site, Hostway's products and services, third party Web sites, third party products and services, and/or commercial search engines. Hostway reserves the right to change the content and/or appearance of, or disable, such advertising at any time, at Hostway's sole discretion, and without prior notice to you. You agree that all revenue (if any) generated through such parking page(s) shall belong solely to Hostway unless otherwise agreed upon between the parties in writing. If you wish to stop your Domain from resolving to a parking page provided by Hostway, it is your responsibility to log into your customer interface and change the nameservers for your Domain so that it no longer points at Hostway's nameservers.

#### **4. REGISTRATION INFORMATION**

- 4.1 Required Information. As part of your Registration process, you must provide all of the following information (collectively "Registrant Information"):
- (i) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the Registrant;

- (ii) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the administrative, technical, and billing contacts for the Domain;
  - (iii) The Internet Protocol (IP) addresses of the primary name server and any secondary name server for the Domain;
  - (iv) The corresponding names of the name server(s);
  - (v) Any remark concerning the Domain that should appear in the Whois;
  - (vi) Any other information that the applicable Registry may require to be submitted to it, including the primary purpose of the Registration.
- 4.2 Representation & Mandate. The Registrant Information you provide for your Registration shall be true, complete, and correct at all times. You shall promptly update the Registrant Information in the Whois or promptly notify Hostway of the changes.
- 4.3 Failure to Comply. HOSTWAY RESERVES THE RIGHT TO TAKE ENFORCEMENT AND/OR OTHER MEASURES AGAINST YOU AND YOUR REGISTRATION BASED ON WRITTEN COMPLAINTS FROM THIRD PARTIES ALLEGING FALSE AND/OR INACCURATE WHOIS DATA. WITHOUT LIMITING THE SCOPE OF HOSTWAY'S RIGHTS, SUCH ENFORCEMENT MEASURES INCLUDE SUSPENSION OR TERMINATION OF YOUR REGISTRATION. YOU ACKNOWLEDGE THAT IF YOU WILLFULLY PROVIDE ANY INACCURATE OR UNRELIABLE INFORMATION, OR FAIL TO UPDATE INFORMATION PROMPTLY, YOU SHALL BE IN MATERIAL BREACH OF THIS AGREEMENT, WHICH SHALL BE SUFFICIENT CAUSE FOR SUSPENSION OR TERMINATION OF YOUR REGISTRATION. YOU FURTHER AGREE THAT YOUR FAILURE TO RESPOND FOR OVER 15 DAYS TO INQUIRIES MADE BY HOSTWAY (TO THE E-MAIL ADDRESS OF YOUR ADMINISTRATIVE, BILLING, OR TECHNICAL CONTACT THEN APPEARING IN THE WHOIS DIRECTORY) CONCERNING THE ACCURACY OF ANY INFORMATION RELATING TO YOUR REGISTRATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT, WHICH SHALL BE SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF YOUR REGISTRATION.
- 4.4 Additional Information. In addition to the information you are required to provide, you agree that Hostway may record other information related to your Registration, which may include any or all of the following:
- (i) The original creation date of the Registration;
  - (ii) The submission date and time of the Registration Order (from you to Hostway and from Hostway to the applicable Registry);
  - (iii) Communications related to the DNR Services;
  - (iv) Records of account for your Registration, including dates and amounts of all payments and related transactions;
  - (v) The expiration date of the Registration;
  - (vi) Any other information relating to your Registration or other DNR Services.
- 4.5 Third Party Information. If you provide information about a third party, you hereby represent that you shall have (i) provided prior written notice to the third party of the disclosure and use of that party's information, and (ii) obtained the third party's express prior written consent to the disclosure and use of that party's information.
- 4.6 Disclosure & Use. You agree to Hostway making your Registrant Information (including any update thereto) available to ICANN and the applicable Registry, and their respective designees and agents, and to any other third party as ICANN and applicable laws may require or permit, whether during or after the term of your Registration. You understand and acknowledge that Hostway is obligated by ICANN to escrow your Registrant Information with an ICANN accredited data escrow agent, and you agree to such use and disclosure. You further agree to Hostway making public, or making directly available to third party vendors, some or all of your Registrant Information for purposes of inspection (such as through Hostway's Whois service) or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws. You hereby consent to Hostway disclosing your Registrant Information as required to be disclosed by any (a) law of the United States of America, or (b) court order of any jurisdiction in the United States of America or other jurisdiction in which either Hostway or you operate their businesses. Hostway agrees not to process your Registrant Information in a way incompatible with the

purposes and limitations set forth in herein. Hostway shall comply with applicable privacy laws in its collection, maintenance, and use of your personal information.

4.7 Ownership of Data. You agree that Hostway owns all databases, compilations, collective and similar rights, titles, and interests worldwide in Hostway's Domain database (the "Database"), and all information and derivative works generated from the Database. You further agree that Hostway owns the following information for those Registrations for which Hostway is the Registrar:

- (i) The original creation date of the Registration;
- (ii) The submission date and time of the Registration Order (from you to Hostway and from Hostway to the applicable Registry);
- (iii) Communications related to the DNR Services;
- (iv) Records of account for your Registration, including dates and amounts of all payments and related transactions;
- (v) The expiration date of the Registration;
- (vi) Any other information relating to your Registration or other DNR Services;
- (vii) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the administrative, technical, and billing contacts for the Domain.

4.8 ICANN Requirements. You agree that ICANN may establish guidelines, limits, and/or requirements that relate to the amount and type of information that Hostway may or must make available to the public or to private entities, and the manner in which such information is made available. You also agree and consent to any and all such disclosures, uses, guidelines, limits, and restrictions relating to your Registrant Information (including, any and all updates to such information), whether during or after the term of your Registration. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your Registrant Information by Hostway.

4.9 Access. You may access your Registrant Information, which is in Hostway's possession, to review, modify, or update such information. You can access your Registrant Information by accessing Hostway's online account management system. You agree that Hostway may require documentation satisfactory to Hostway evidencing your identity for the purpose of retrieving your information (including driver's license, passport or other government issued photo identification). You agree to provide such documentation as necessary and you further agree that your inability to provide proper identification (such as your username and password) may result in your loss of the Domain.

## 5. FEES & PAYMENT

5.1 Payment Obligation. You are responsible for paying all fees associated with the DNR Services that Hostway charges you. Hostway reserves the right to refuse Registration of the Domain(s) submitted in your Registration Order if you have not provided actual payment for the Registration. Payments are always to be in advance and not in arrears. Unless otherwise expressly stated by DomainPeople in writing, all fees are in USD.

5.2 Tax. The fees listed on our website do not include sales or any other taxes which may be applicable. If any federal, state, provincial or other goods and services tax (excluding any tax levied on property or income) ("Tax") is applicable to your Registration of your Domain or any other DNR Services and is required by law to be collected from you by DomainPeople, then: (a) DomainPeople will charge you for such Tax in addition to the fees, (b) you consent to such Tax being charged to you, and (c) DomainPeople will remit such collected Tax to the applicable tax authority. If a Tax exemption is available and you comply with the exemption procedures thereto, including submitting to DomainPeople all documentation evidencing the exemption, then DomainPeople will not charge or collect such Tax during the effective period of such exemption. If any applicable tax authority requires withholding taxes be paid on money amounts payable by Client to Hostway pursuant to the MSA ("Withholding Tax"), then Client will (i) be entitled to deduct such Withholding Tax from the money amounts payable to Hostway hereunder, (ii) remit such amounts to the appropriate

tax authority, and (iii) provide to Hostway, on a quarterly (every 3 calendar months) basis, the statements of the Withholding Taxes paid.

- 5.3 Fee Amendments. Hostway reserves the right to amend the fees for any or all of the DNR Services at any time and at its sole discretion. Fee changes shall not be retroactively applied to Registrations.
- 5.4 Non-Refundable. You agree that all fees for DNR Services are non-refundable, in whole or in part, even if your Registration is suspended, terminated, or transferred to a different Registrar prior to the end of your Registration term.
- 5.5 Charge Backs. If a credit card company executes a charge back on your credit card payment for any of the DNR Services (or similar action by another payment provider approved by Hostway), you agree that Hostway shall have the right to refuse registration of the Domain, take over control and/or ownership of the Domain, or otherwise make the Domain available to the public, and you shall not make any complaint, claim or challenge against Hostway thereto.. You also agree that Hostway reserves all rights regarding such Domains including, without limitation, the right to make the Domains available to other parties for purchase. Hostway may reinstate your Registration at Hostway's sole discretion and, subject to Hostway's receipt of the initial Registration or renewal fee and Hostway's then current reinstatement fee.
- 5.6 Renewals. YOU AGREE THAT FAILURE TO PAY FOR A RENEWAL SHALL RESULT IN THE EXPIRATION OF YOUR REGISTRATION, THUS DISABLING ANY WEBSITE YOU MAY HAVE RESOLVING TO SUCH DOMAIN, AND THE FORFEITURE OF YOUR RIGHTS AND OWNERSHIP IN THE DOMAIN. UPON EXPIRATION OF A REGISTRATION, HOSTWAY SHALL HAVE THE RIGHT TO DELETE THE DOMAIN, TAKE OVER CONTROL AND/OR OWNERSHIP OF THE DOMAIN, OR OTHERWISE MAKE THE DOMAIN AVAILABLE TO THE PUBLIC AND YOU SHALL NOT MAKE ANY COMPLAINT, CLAIM OR CHALLENGE AGAINST HOSTWAY THERETO.
- 5.7 Outstanding Fees. You are responsible for the full and prompt payment of all outstanding fees and/or charges, notwithstanding the termination or expiration of this Agreement or your Registration for any reason.
- 5.8 Withholding Domains. You agree that your Web host may place a hold on your Domain, thus preventing you from transferring the Domain away from the Web host and/or Hostway, if you have outstanding unpaid fees related to your Web host's services. Hostway shall have no obligation whatsoever to attempt to override such hold on your Domain.
- 5.9 Other Services. You understand and acknowledge that any other added services related to your Domain that you subscribe for (including Web hosting services) are completely separate, and thus billed separately, from the DNR Services and that subscription, payment or cancellation of one does not constitute subscription, payment or cancellation of any other.
- 5.10 Audit Cooperation. If Hostway is audited by a tax authority or other governmental entity with legal authority over the matter, you agree to reasonably cooperate with Hostway in order to respond to any audit inquiries in a proper and timely manner so that the audit, and any resulting controversy, may be resolved expeditiously.

## **6. EXPIRATION OF REGISTRATION**

- 6.1 Name Servers & IP Addresses. After expiration of the Registration term, you agree that Hostway may direct the Domain to name servers and IP address(es) designated by Hostway, including no IP address or to IP address(es) that host parking pages or commercial search engines that may display advertisements. You further agree that Hostway may either leave your Whois information as is or change the Whois information for the Domain so that you are no longer the Registrant of record.
- 6.2 Grace Periods. After expiration of your Registration, you acknowledge that Hostway and/or the relevant Registry may each separately provide procedures or grace periods during which expired Registrations may be renewed. You agree that you assume all risks and all



consequences, including but not limited to the loss of the Domain, if you wait until close to or after the end of a Registration term to attempt to renew the Registration. You further agree that Hostway may, at its sole discretion, choose not to participate in a post-expiration Renewal. You acknowledge that post-expiration Renewals or redemption processes, if any, may involve additional fees. Notwithstanding anything to the contrary, you agree that expired Domains may be made available to be registered or renewed to any party.

- 6.3 Post-Expiration Rights. After expiration of your Registration, you agree that Hostway may (i) delete the Domain, (ii) pay the Registry's Registration fee or otherwise continue the Registration, (iii) list Hostway or a third party as the Registrant, (iv) direct the Domain to the name server(s) and IP address(es) designated by Hostway, and/or (v) put the Domain up for auction or otherwise sell the Domain. If Hostway is named as the Registrant for the Domain after expiration of the Registration, then Hostway may, at its sole discretion, provide you with the ability to redeem the Domain for a period not exceeding 27 days in exchange for a redemption fee charged by Hostway at its sole reasonable discretion.

## **7. OTHER DNR-RELATED SERVICES**

- 7.1 Third Party Providers. You agree that certain DNR Services may be provided by third party providers of Hostway and that your use of such DNR Services may be subject to further agreements, policies, terms, and conditions in addition to those contained or referenced in this Agreement.
- 7.2 Proxy Services. For DNR Services where a third party provider of Hostway is named in your place ("Proxy Services"), you agree that if Hostway or the third party provider of Hostway does not receive a response to a communication sent to you within 48 hours of such communication being sent, then the sender of such communication may, at its sole discretion, suspend or terminate the Proxy Services. If Hostway provides the particular Proxy Services, then Hostway reserves the right to suspend or terminate the DNR Services entirely in such event.
- 7.3 Free DNR Services. In consideration for providing additional optional DNR Services for which Hostway does not charge additional fees (including URL forwarding, e-mail forwarding or parking page), you agree that Hostway may display advertising in conjunction with the free DNR Services through the use of links, pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to e-mails, or other similar advertising means, and that Hostway may aggregate related usage data by means of cookies and other similar means. You further agree that such advertising may be for or include Hostway's Web site, Hostway's products and services, third party Web sites, third party products and services, and/or commercial search engines. Hostway reserves the right to change the content and/or appearance of, or disable, such advertising at any time, at Hostway's sole discretion, and without prior notice to you. From time to time, Hostway may provide you with free or low-cost Domains, in which case such Domains shall be placed in the same account as your other Domain(s) and you shall be listed as the Registrant, although Hostway may point the free or low-cost Domains to any IP address it chooses. If you wish to assume control over such Domains, then you must pay the promotional Registration fee or Renewal fee, as applicable, and agree to the terms of this Agreement with respect to such Domains. If you do not want the free or low-cost Domains, then you may request that you be removed as the Registrant and Hostway or a third party designated by Hostway shall be listed as the new Registrant.

## **8. INDEMNITY**

You agree to protect, defend, hold harmless, and indemnify Hostway, any third party related to Hostway or the DNR Services (including, ICANN, the applicable Registry and its third party providers, Hostway's third party providers), and each of their respective directors, officers, managers, employees, contractors, agents, and Affiliates from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions (including all legal fees and expenses) arising out of or resulting from the Registration or your use the DNR Services. This indemnification is in

addition to any indemnification required under the applicable Domain dispute policy. This indemnification obligation shall survive the termination or expiration of this Agreement for whatever reason.

## **9. DISCLAIMER**

Hostway makes no warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, or validity of the applications, software, data, or information related to Hostway's network, systems, or other DNR Services. Hostway provides all DNR Services "as is" and specifically disclaims all warranties of merchantability and fitness for a particular purpose. You understand, acknowledge, and agree that you shall use the DNR Services, and all aspects thereto, at your sole risk. Hostway shall not be liable to you or any third party for any loss or damage that may occur because of any (i) loss of Registration or Domain, (ii) access delay or access interruption to Hostway's Domain registration system, (iii) non-delivery or mis-delivery of data, (iv) processing of your Registration Order, (v) suspension or termination of your Registration, application of any Domain dispute policy, or (vi) expiration or non-renewal of your Registration. Furthermore, Hostway shall not be liable for delays in its performance of this Agreement caused by circumstances beyond its reasonable control ("Force Majeure"), including acts of God, wars, riots, national disasters, shortages of labor or materials, labor disputes, transportation problems, accidents or governmental restrictions. This disclaimer shall survive the expiration or termination of this Agreement for whatever reason.

## **10. LIMITATION OF LIABILITY**

Under no circumstances shall Hostway be liable to you or to any third party for any consequential, indirect, special, incidental, reliance, exemplary, or punitive damages arising out of or relating to this Agreement or the DNR Services, whether foreseeable or not, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, damages for loss of data, goodwill, reputation, business, money, or opportunity), even if Hostway has been advised of the possibility of such damages. Under no circumstances shall Hostway's aggregate liability to you or any third party arising out of or related to this Agreement or DNR Services exceed the greater of the aggregate amount of fees paid hereunder in the twelve (12) months immediately preceding the event giving rise to the liability regardless of the cause of action or \$1000.00. Notwithstanding any lengthier limitation period prescribed by law or otherwise, no claim, demand, action, or proceeding relating to this Agreement will be made by a Party against the other Party after 1 year (12 months) from the time the event or cause of action comprising the basis of such claim first occurred. For the purposes of this limitation of liability, "Hostway" includes any third party related to Hostway or the DNR Services (including, ICANN, the applicable Registry, Hostway's third party providers), and each of their respective directors, officers, managers, employees, contractors, agents, and Affiliates. This limitation of liability shall survive the expiration or termination of this Agreement for whatever reason.

## **11. REPRESENTATIONS & WARRANTIES**

11.1 Infringement. You represent, warrant, and agree that you hold the necessary rights to use, or permit to use, any item used through the DNR Services, and that such use shall not in any way:

- (i) violate or potentially violate any right of any third party, including infringement or misappropriation of any copyright, patent, trademark, trade secret, or other proprietary right;
- (ii) constitute or potentially constitute violations, such as, without limitation, false advertisement, unfair competition, defamation, invasion of privacy, invasion of rights, and discrimination;
- (iii) cause or potentially cause a business dispute, personal dispute, or any other dispute;
- (iv) be or potentially be unlawful, harmful, fraudulent, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or otherwise offensive;

- (v) be or potentially be racially, ethnically, or ethically objectionable; or
- (vi) constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, including local, provincial, state, national, international, or other laws.

11.2 Registration Information. You represent and warrant that all information provided by you in connection with your Registration is, and shall at all times be, true, current, correct, and complete at all times.

## 12. REVOCATION

12.1 By Hostway. Hostway reserves the right to immediately suspend, terminate, transfer, or modify your Registration for any reason, including (i) your breach of this Agreement, (ii) your use of the DNR Services in a manner that is in contradiction of applicable laws or customarily acceptable usage policies of the Internet industry, including sending mass unsolicited commercial advertisements or otherwise spamming, making or sending threats, harassments or obscenities, (iii) your use of the DNR Services in connection with unethical activity, (iv) Hostway's receipt of a an order from a court of competent jurisdiction or an arbitration award, or (iv) any other grounds that is determined by Hostway at its sole reasonable discretion. You agree that you shall not receive any refund whatsoever for any such suspension, termination, transfer, or modification to your Registration.

12.2. By ICANN, Registry, or other Registrar. You agree that your Registration is subject to suspension, termination, transfer, or modification by (i) any ICANN specification, policy, or procedure, (ii) any Registry procedure not inconsistent with an ICANN adopted specification or policy, or (iii) Hostway for reasons including correcting mistakes by the Registrar or Registry in registering the Domain or for the resolution of disputes concerning the Domain.

## 13. NOTICES

You agree that any notice required to be given under this Agreement by Hostway to you shall be deemed to have been given if delivered to the contact information contained in the Whois at the time the notice is sent.

## 14. MISCELLANEOUS

14.1 Complete Agreement. This Agreement includes the attached Exhibits and Schedules, any amendments as authorized herein, and all other agreements, policies, and documents incorporated into this Agreement by specific reference herein. This Agreement constitutes the complete agreement between you and Hostway relating to the subject matter hereof and supersedes all prior and other understandings, representations, warranties, and agreements relating hereto – whether verbal, written, or otherwise.

14.2 Amendments. You may not amend this Agreement except with a written instrument executed by an authorized signatory of Hostway.

14.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Illinois, USA, without giving effect to any rule of conflicts of law. This Agreement shall not be governed by or construed in accordance with the United Nations Convention on Contracts for the International Sale of Goods.

14.4 Relationship of the Parties. Nothing in this Agreement shall be construed as creating a relationship of employer and employee, principal and agent, partnership or joint venture between you and Hostway. You shall be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of Hostway, and vice versa, except as may be expressly provided herein.

14.5 No 3<sup>rd</sup> Party Beneficiaries. Except as otherwise specifically stated herein, this Agreement is for the sole benefit of you and Hostway, and does not create any rights on the part of any

third party (including your customers, Licensees, business partners), and you shall not commit any act that would give rise to any such third party rights.

- 14.6 Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.
- 14.7 Waiver. Any waiver by Hostway of a breach of any provision hereof shall take effect or be binding upon Hostway only if expressly waived in writing signed by an authorized signatory of Hostway, and such waiver shall extend and apply only to the particular breach so waived and shall not limit or affect Hostway's rights in respect of any future breach or in respect of any breach of any other provision hereof.
- 14.8 Assignment. You may not assign or otherwise transfer your respective rights or obligations under this Agreement without the prior written consent of Hostway signed by an authorized signatory of Hostway. Any assignment or transfer in violation of this Agreement shall have no effect. This Agreement shall be binding and have effect upon both you and Hostway and all respective successors and permitted assigns.

## **15. CONSTRUCTION & INTERPRETATION**

- 15.1 Reference to Agreement Parts. All references in this Agreement to particular Sections, Titles, and Schedules shall be references to the Section, Titles, and Schedules of this Agreement only – unless specific reference is made otherwise.
- 15.2 Reference to Entire Agreement. The words "herein", "hereof", "hereto", and "hereunder" and words of similar meaning shall refer to this Agreement in its entirety and not to any particular provision of this Agreement.
- 15.3. Without Limitation. The word "including" shall not be construed in any way to limit the scope of the term that it reference but shall be construed to mean "including, but not limited to."
- 15.4 Gender & Plural/Singular. Wherever in this Agreement that the masculine, feminine or neutral gender is used, it shall be construed as including all genders, and wherever the singular is used, it shall be deemed to include the plural and vice versa – where the context so requires.
- 15.5 Translations. This Agreement is executed in the English language. If there is any discrepancy or conflict between the English version and a version in any other language, then the English version shall be controlling in all respects.
- 15.6 Contra Proferentum. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

## **16. INTELLECTUAL PROPERTY**

You shall not, at any time during or after the expiration or termination of this Agreement, assert or claim any interest in, or do anything that may adversely affect the validity of, the DP Intellectual Property (including, but not limited to, registering or attempting to register any of Hostway's trademarks or marks confusingly similar thereto). Hostway shall at all times retain sole and exclusive right, title and ownership in and to all of the DP Intellectual Property.

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# EXHIBIT '1'

## UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY

Any dispute regarding the right to use your Domain shall be subject to the Uniform Domain Name Dispute Policy ("UDRP") set forth by ICANN (the details of which are available online at <http://www.icann.org/en/dndr/udrp/policy.htm>). You agree to protect, defend, hold harmless, and indemnify Hostway, and Hostway's executives, directors, officers, managers, employees, consultants, and agents, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses arising out of or resulting from any and all dispute resolution proceedings. ICANN may modify the UDRP in its sole discretion at any time with or without notice to you or Hostway. Your continued Registration of your Domain after modifications to the UDRP become effective constitutes your acceptance of those modifications. If you do not agree to such modifications, you may request that your Domain be deleted.

You agree that you shall be subject to the provisions specified in the UDRP in effect at the time your Domain is challenged by a third party. You also agree that in the event a Domain dispute arises with any third party, you shall protect, defend, hold harmless, and indemnify Hostway, and Hostway's executives, directors, officers, managers, employees, consultants, and agents, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses arising out of or resulting from any and all dispute resolution proceedings.

### 1. PURPOSE

This UDRP has been adopted by ICANN, and sets forth the terms and conditions in connection with any dispute between you and any party other than Hostway (the "Registrar") over the Registration and use of a Domain registered by you. Proceedings under the UDRP shall be conducted according to the Rules for Uniform Domain Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

### 2. YOUR REPRESENTATIONS

By applying to register a Domain, or by asking Hostway to maintain or renew a Registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Order and Registration are complete, current, and accurate; (b) to your knowledge, the Registration shall not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the Domain for an unlawful purpose; and (d) you shall not knowingly use the Domain in violation of any applicable law or regulation. It is your sole responsibility to determine whether your Registration infringes or violates someone else's rights.

### 3. CANCELLATIONS, TRANSFERS, & CHANGES

We shall cancel, transfer, or otherwise modify Registrations under the following circumstances:

- a. Subject to the provisions of section 8 of this Exhibit 1, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. Our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. Our receipt of a decision of an administrative panel requiring such action in any administrative proceeding to which you were a party and which was conducted under the UDRP or any later version of the UDRP adopted by ICANN. (See sections 4(i)&(k) below.)

Hostway may also cancel, transfer or otherwise make changes to a Registration in accordance with the terms of your Registration Agreement or other legal requirements.

#### **4. MANDATORY ADMINISTRATIVE PROCEEDING**

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings shall be conducted before one of the administrative-dispute-resolution service providers listed at <http://www.icann.org/udrp/approved-providers.htm> (each, a "Provider").

**a. *Applicable Disputes.*** You are required to submit to a mandatory administrative proceeding in the event that a third party ("Complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that:

- (i) your Domain is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the Domain; and
- (iii) your Domain has been registered and is being used in bad faith.

In the administrative proceeding, the Complainant must prove that each of these three elements are present.

**b. *Evidence of Registration & Use in Bad Faith.*** For the purposes of section 4.a.(iii), the following circumstances (in particular, but without limitation) shall be evidence of the Registration and use of a Domain in bad faith, if they are found by the panel ("Administrative Panel") that shall decide the dispute to be present:

- (i) circumstances indicating that you have registered or you have acquired the Domain primarily for the purpose of selling, renting, or otherwise transferring the Registration to the Complainant who is the owner of the trademark or service mark, or to a competitor of that Complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the Domain; or
- (ii) you have registered the Domain in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding Domain, provided that you have engaged in a pattern of such conduct; or
- (iii) you have registered the Domain primarily for the purpose of disrupting the business of a competitor; or
- (iv) by using the Domain, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location, or of a product or service on your web site or location.

**c. *Demonstrating Rights to & Legitimate Interests in the Domain in Responding to a Complaint.*** When you receive a complaint, you should refer to paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances (in particular, but without limitation) shall demonstrate your rights or legitimate interests to the Domain for purposes of Paragraph 4(a)(ii), if found by the Administrative Panel to be proved based on its evaluation of all evidence presented:

- (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the Domain or a name corresponding to the Domain in connection with a bona fide offering of goods or services; or
- (ii) you (as an individual, business, or other organization) have been commonly known by the Domain, even if you have acquired no trademark or service mark rights; or
- (iii) you are making a legitimate non-commercial or fair use of the Domain, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

**d. Selection of Provider.** The Complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider shall administer the proceeding, except in cases of consolidation as described in section 4.f.

**e. Initiation of Proceeding & Process & Appointment of Administrative Panel.** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the Administrative Panel.

**f. Consolidation.** In the event of multiple disputes between you and a Complainant, either you or the Complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by the UDRP or a later version of the UDRP adopted by ICANN.

**g. Fees.** All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to the UDRP shall be paid by the Complainant, except in cases where you elect to expand the Administrative Panel from one (1) to three (3) panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees shall be split evenly by you and the complainant.

**h. Hostway's Involvement in Administrative Proceedings.** Hostway does not, and shall not, participate in the administration or conduct of any proceeding before an Administrative Panel. Moreover, Hostway shall not be liable as a result of any decision rendered by the Administrative Panel.

**i. Remedies.** The remedies available to a Complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your Domain or the transfer of your Registration to the complainant.

**j. Notification & Publication.** The Provider shall notify Hostway of any decision made by an Administrative Panel with respect to a Domain you have registered with Hostway. All decisions under the UDRP shall be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

**k. Availability of Court Proceedings.** The mandatory administrative proceeding requirements set forth in section 4 shall not prevent either you or the Complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your Registration should be canceled or transferred, Hostway shall wait ten (10) business days (as observed in the location of Hostway's principal office) after Hostway is informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We shall then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the Complainant in a jurisdiction to which the Complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of Hostway's principal office or of your address as shown in Hostway's Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If Hostway receives such documentation within the ten (10) business day period, Hostway shall not implement the Administrative Panel's decision, and Hostway shall take no further action, until Hostway receives (i) evidence satisfactory to Hostway of a resolution between the parties; (ii) evidence satisfactory to Hostway that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your Domain.

## **5. ALL OTHER DISPUTES & LITIGATION**

All other disputes between you and any party, other than Hostway, regarding your Registration that are not brought pursuant to the mandatory administrative proceeding provisions of section 4 of Exhibit 1 shall be resolved between you and such other party through any court, arbitration, or other proceeding that may be available.

## **6. HOSTWAY'S INVOLVEMENT IN DISPUTES**

Hostway shall not participate in any way in any dispute between you and any party other than Hostway regarding the Registration and use of your Domain. You shall not name Hostway as a party or otherwise include Hostway in any such proceeding. In the event that Hostway is named as a party in any such proceeding, Hostway reserves the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend Hostway.

## **7. MAINTAINING THE STATUS QUO**

Hostway shall not cancel, transfer, activate, deactivate, or otherwise change the status of any Registration under the UDRP except as provided in section 3 of this Exhibit 1 or as otherwise provided in the Rules of Procedure.

## **8. TRANSFERS DURING A DISPUTE**

**a. *Transfers of a Domain to a New Holder.*** You may not transfer your Registration to another holder (i) during a pending administrative proceeding brought under the UDRP or for a period of fifteen (15) business days (as observed in the location of Hostway's principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your Domain unless the party to whom the Registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. Hostway reserves the right to cancel any transfer of a Registration to another holder that is made in violation of this subsection 8.a.

**b. *Changing Registrars.*** You may not transfer your Registration to another registrar during a pending administrative proceeding brought under the UDRP or for a period of fifteen (15) business days (as observed in the location of Hostway's principal place of business) after such proceeding is concluded. You may transfer administration of your Registration to another registrar during a pending court action or arbitration, provided that the Domain you have registered with Hostway shall continue to be subject to the proceedings commenced against you in accordance with the terms of the UDRP. In the event that you transfer a Registration to Hostway during the pendency of a court action or arbitration, such dispute shall remain subject to the Domain dispute policy of the registrar from which the Registration was transferred.

## **9. POLICY MODIFICATIONS**

You acknowledge that ICANN reserves the right to modify the UDRP and/or the Rules of Procedure at any time with the permission of ICANN. Hostway shall be obligated to abide by the most recent version of the UDRP and the Rules of Procedure as posted on ICANN's Web Site. Notwithstanding the foregoing, the version of the Dispute Policy in effect at the time a submission of a complaint to a Provider is first invoked shall apply to that dispute until the dispute is over. Once the dispute is over, any and all subsequent updates or modifications shall be binding upon you with respect to your Registration. In the event that you object to any change in this Dispute Policy, your sole remedy is to cancel your Registration with Hostway, provided that you shall not be entitled to any refund of any fees you paid to Hostway. The revised Dispute Policy shall apply to you until you cancel your Registration.

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## EXHIBIT '2'

### CHARTER ELIGIBILITY DISPUTE RESOLUTION POLICY

This Policy is incorporated in this agreement with registrants concerning domain-name registrations in Sponsored TLDs (the "Registration Agreement"). "You" and "your" refer to the registrant. "Us" "our" and "we" refer to Hostway Services, Inc.

**1. Purpose.** This Charter Eligibility Dispute Resolution Policy (the "Policy") is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with disputes over the registration and use of an Internet domain name, registered by you in the Sponsored TLD. The proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Charter Eligibility Dispute Resolution Policy (the "CEDRP Rules"), which are available at <URL to be specified by ICANN>, and the selected administrative dispute resolution service provider's supplemental rules. For the purposes of this Policy, the term "Registered Name" means a domain name registration in the Sponsored TLD.

**2. Your Representations.** By applying to register a domain name within the Sponsored TLD (a "Registered Name"), or by asking us to maintain or renew a Registered Name, you hereby represent and warrant to us that, to your knowledge, the registration of your Registered Name conforms to the eligibility requirements set forth in the Sponsored TLD Charter (the "Eligibility Requirements").

**3. Cancellations.** We will cancel Registered Names upon our receipt of a decision of a CEDRP Provider requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy. (See Paragraph 5(e) below.) We may also cancel a Registered Name registration in accordance with the terms of your Registration Agreement or other legal requirements.

**4. Mandatory Administrative Proceeding.** This paragraph sets forth the types of disputes for which you are required to submit to a mandatory administrative proceeding under this Policy. These proceedings will be conducted before a CEDRP Provider that has been approved by the Internet Corporation for Assigned Names and Numbers ("ICANN"). A list of CEDRP Providers is available at <[www.icann.org/cedrp/approved-providers.htm](http://www.icann.org/cedrp/approved-providers.htm)>.

**(a) Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (a "Complainant") asserts to the applicable CEDRP Provider, in compliance with the CEDRP Rules that your Registered Name does not meet the Eligibility Requirements; in the administrative proceeding, the Complainant must prove this element.

**(b) Registered Name Disputes: Evidence of Registration in Violation of the Eligibility Requirements.** For the purposes of Paragraph 4(a), if the Panel of the CEDRP Provider finds that your Registered Name does not meet the Eligibility Requirements, then such finding shall be evidence that your Registered Name violated the Eligibility Requirements. If the Panel finds that your Registered Name violated the Eligibility Requirements, the Panel shall exercise the remedy set forth in Section 5(e).

**(c) Registered Name Disputes: How to Demonstrate Your Rights to and Legitimate Interests in the Registered Name in Responding to a Complaint.** For the purposes of Paragraph 4(a), when you receive a complaint, you should refer to the CEDRP Rules in determining how your response should be prepared.

**5. Procedure.**

**(a) Selection of CEDRP Provider.** The Complainant shall select the CEDRP Provider from those on the list of CEDRP Providers available at <[www.icann.org/cedrp/approved-providers.htm](http://www.icann.org/cedrp/approved-providers.htm)> by submitting the complaint to that CEDRP Provider. The selected CEDRP Provider will administer the proceeding.

**(b) Initiation of Proceeding and Process and Appointment of the Panel.** The CEDRP Rules state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Panel").

**(c) Fees.** All fees charged by a CEDRP Provider in connection with any dispute before a Panel shall be paid in accordance with the CEDRP Rules.

**(d) Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before a Panel. In addition, we will not be liable as a result of any decisions rendered by the Panel.

**(e) Remedy.** The remedy available to a Complainant pursuant to any proceeding before a Panel shall be limited to the cancellation of your Registered Name.

**(f) Notification and Publication.** The CEDRP Provider shall notify us and ICANN of any decision made by a Panel with respect to a Registered Name. All decisions under this Policy will be published in full over the Internet, except when a Panel determines in an exceptional case to redact portions of its decision.

**6. All Other Disputes and Litigation.** All other disputes between you and any party other than us regarding your Registered Name that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

**7. Our Involvement in Disputes.** We will not participate in any way in any dispute between you and any party other than us or the operator of the Sponsored TLD registry regarding the registration and use of your Registered Name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

**8. Maintaining the Status Quo.** We will not cancel, transfer, activate, deactivate, or otherwise change the status of any Registered Name under this Policy except as provided in Paragraph 3 above.

**9. Changing Registrars During a Dispute.** You may not transfer your Registered Name to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded.

**10. Policy Modifications.** We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <http://www.Hostway.com/legal/registration-agreement.html> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a CEDRP Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any Registered Name dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your Registered Name, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your Registered Name.

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## Schedule 'A'

### PROVISIONS SPECIFIC TO THE FOLLOWING TLDS ".CA", ".CN", ".CO.UK", ".DE", ".EU", ".IN", and ".US"

Hostway provides registrations of certain TLDs through a designated third party registrar that is accredited for those TLDs ("Designated Registrar"). If you register one of these TLDs, the Designated Registrar will be the Registrar of record for your domain and you agree that in addition to this Agreement, your Registration will also be governed by the registration agreement of the Designated Registrar. Furthermore, you understand that the TLDs listed in this Schedule A may each be governed by additional terms and conditions set forth by their respective Registries. Such additional terms, if any, shall be listed in individual schedules to the registration agreement of the Designated Registrar.

By submitting your Registration Order you warrant that you have read and that you agree to be bound by all additional terms of the Designated Registrar's registration agreement (including any relevant schedules). In the event of a conflict between registration agreements, the agreement (and any relevant schedule of such agreement) with the Designated Registrar shall prevail. The Designated Registrar reserves the right to update its registration agreement at any time and at its own discretion.

Hostway reserves the right to change the Designated Registrar for any TLD at any time and at its sole discretion. Hostway may, but is in no way obligated to provide you with notice of such change. At all times, your Registration shall be governed by registration agreement of the current Registrar of record. It is your responsibility to regularly review this Agreement for updates to the Designated Registrar for your TLD.

**DomainPeople, Inc.** ("DomainPeople") (<http://www.domainpeople.com>) is the Designated Registrar for the following domains:

### ".CA", ".CN", ".CO.UK", ".DE", ".EU", ".IN", and ".US"

The operative and effective version of DomainPeople's registration agreement shall be the latest version available at <http://www.domainpeople.com/legal/registration-agreement.pdf>. It is your responsibility to regularly visit DomainPeople's Web site for updates to its registration agreement. Your continued use of the DNR Services shall constitute your agreement to any amendments.

The additional terms and conditions imposed by the relevant Registry for each TLD are listed in individual schedules to the DomainPeople registration agreement. For your convenience, we have provided references to the appropriate schedules here:

- .CA – refer to Schedule '1'
- .CN – refer to Schedule '5'
- .CO.UK – refer to Schedule '13'
- .DE – refer to Schedule '7'
- .EU – refer to Schedule '8'
- .IN – refer to Schedule '15'
- .US – refer to Schedule '4'

You agree that DomainPeople reserves the right to instruct Hostway to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion: (1) to protect the integrity and stability of 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 DomainPeople, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of their registration agreement; or (5) to correct mistakes made by DomainPeople or any other registrar in connection with your Registration. You further agree that DomainPeople reserves the right to place on LOCK, HOLD, or similar status any domain name during resolution of a dispute.

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## SCHEDULE 'B'

### PROVISIONS SPECIFIC TO ".ASIA" TLDs

In the case of a ".ASIA" TLD Registration, the following additional terms and conditions will apply:

1. Definitions. Where there is a conflict between the definitions herein this Schedule and the definitions in the body of the Agreement above, the following shall supersede and control with respect to all .ASIA TLD Registrations:

- (a) Applicant: means a person or other legal entity seeking to use the services of Hostway and/or Pool to become a Registrant of a .ASIA domain name, and the Applicant Party to this Agreement;
- (b) Participant: means a person or other legal entity whose name appears on the Registry qualified Auction list, and being the Applicant, or the Applicant's agent (e.g. the OPN Contact as defined by the Registry and/or Hostway acting as agent for the Applicant), who actively participates in the Auction;
- (c) Parties: means Hostway and the Applicant;
- (d) Party: means either Hostway or the Applicant as the context requires;
- (e) Pool: means Pool.com Inc., an Ontario corporation with offices at 26 Auriga Dr. Ottawa, ON, Canada, K2E 8B7;
- (f) Registrar/Applicant Agreement: means this Agreement entered into between Hostway and the Applicant; and
- (g) Registry : means DOTASIA Organisation Limited ("DotAsia").

2. Agency. Applicant agrees that any and all actions taken by the Participant are actions taken on the Applicant's behalf, and with its full authority, and it ratifies any and all such actions.

3. Contract for the Benefit of Third Parties. Pool and the Registry are, and shall be an intended as, third party beneficiaries of this Agreement. As such, Applicant acknowledges and agrees that the third party beneficiary rights of Pool and the Registry have vested and that each of Pool and the Registry have relied on its third party beneficiary rights under this Agreement in providing the auction platform to the Applicant. The third party beneficiary rights of Pool and the Registry shall survive any termination or expiry of this Agreement. For the avoidance of doubt, the Applicant and Hostway acknowledge and agree that this Agreement is for the exclusive benefit of Pool and the Registry, and does not give rise to any obligations of Pool or the Registry.

4. Terms and Technical or other Failures. Pool's standard terms and conditions posted at [<http://www.pool.com/terms.aspx>], as the same may be amended or replaced from time to time, are hereby incorporated by reference herein and expressly agreed to by the Applicant. The agreements and acknowledgements of Applicant herein are in addition to, and not in substitution of, the provisions in favour of Pool set forth in such standard terms and conditions.

In the event of any technical or other failure of Pool's auction platform, or any allegation by any Applicant, Participant, or Registrar, Hostway acknowledges and agrees that Registry may in its discretion re-open the Auction.

5. Disclaimer of Warranty. THE PRODUCTS OR SERVICES PROVIDED BY POOL (THE "POOL SERVICES") ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. POOL EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF

MERCHANTABILITY AND SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. POOL DOES NOT WARRANT THAT THE SERVICES WILL MEET THE APPLICANT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, POOL DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

6. Limitation of Liability. IN NO EVENT SHALL POOL'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PROVISION OF SERVICES OR OTHERWISE UNDER THIS AGREEMENT FROM ANY CAUSE EXCEED \$ 100.00. IN NO EVENT SHALL POOL BE LAIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY POOL, EVEN IF POOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnity. Applicant shall release, indemnify, defend and hold harmless Pool, its subsidiaries and affiliates, and the employees, directors, officers, representatives, agents and affiliates of each of the (collectively, the "Indemnitees") against any claim or alleged claim, suit, action, proceeding, and the costs or expenses of same, including actual attorneys' fees and expenses, relating to or arising from the Applicant's domain name registration, the Applicant's or Hostway's use of any domain name, or the Applicant's use, directly or indirectly through Hostway, of Pool's auction or other services.

8. Additional Registrant Obligations.

- (a) Registrant shall comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator, DotAsia Organisation Limited ("DotAsia") has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.
- (b) Registrant shall comply with operational standards, policies, procedures, and practices for the Registry as established from time to time by DotAsia in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Agreement shall be effective upon thirty (30) days notice by DotAsia to Registrar.
- (c) Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by DotAsia 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
- (d) Registrant agrees 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").
- (e) Registrant acknowledges and agrees to comply with the .ASIA Charter Eligibility Requirement, and acting as Registrant Contact represents and warrants that it has 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 Registrant, and that it shall be jointly responsible for the Registered Name, including but not limited to, its usage, management, and any related liabilities. The CED Contact further agrees that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.
- (f) Registrant agrees to be bound by the terms and conditions of the .ASIA 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.

- (g) Registrant acknowledges and agrees that DotAsia and Afilias Limited, a company incorporated under the laws of Ireland and having its principle offices at Office 110, 52 Broomhill Road, Tallaght, Dublin 24, its successors and assigns as designated by DotAsia ("Registry Services Provider"), acting in consent with DotAsia, 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 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, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.
- (h) Registrant agrees to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property 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.

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## Schedule 'C'

### PROVISIONS SPECIFIC TO ".BIZ" TLDs

**a. ".BIZ" Restrictions of Use.** Registrations in the ".BIZ" TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the ".BIZ" Registration restrictions, the "bona fide business or commercial purposes" shall mean the bona fide use or bona fide intent to use the Domain or any content, software, materials, graphics, or other information therein to permit Internet users to access one or more host computers through the Domain Name System ("DNS") to exchange, or facilitate the exchange of, goods, services, information, or property of any kind, or to carry on in the ordinary course of trade or business. Registering a Domain solely for the purposes of offering, selling, trading, or leasing the Domain for compensation does not constitute a "bona fide business or commercial purpose" of that Domain.

**b. ".BIZ" Certification.** As a ".BIZ" Registrant, you hereby certify that to the best of your knowledge:

1. the Domain shall be used primarily for bona fide business or commercial purposes, where a bona fide business use is one of the following:
  - (a) to exchange of goods, services, or property of any kind;
  - (b) in the ordinary course of trade or business; or
  - (c) to facilitate (i) the exchange of goods, services, information, or property of any kind; or (ii) the ordinary course of trade or business;
2. the Domain shall not be used exclusively for personal use;
3. the Domain shall not be used solely for the purposes of offering, selling, trading, or leasing the Domain for compensation;
4. the Registrant has the authority to enter into the Registration agreement; or
5. the Domain is reasonably related to the Registrant's business or intended commercial purpose at the time of Registration.

**c. Provision of Registration Data.** As part of the Registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following:

1. your full name;
2. your postal address;
3. your e-mail address;
4. your voice telephone number;
5. your fax number (if applicable);
6. the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation;
7. the IP addresses of the primary nameserver and any secondary nameserver for the Domain;
8. the corresponding names of the primary and secondary nameservers;
9. the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the Domain; and
10. any remark concerning the Domain that should appear in the Whois directory.

You agree and understand that the foregoing Registration data shall be publicly available and accessible on the Whois directory as required by ICANN and/or Registry policies, and may be sold in bulk in accordance with the ICANN agreement.

**d. Inaccurate or Unreliable Data.** You hereby represent and warrant that the data provided in the Registration Order is and shall continue to be true, current, complete, and accurate at all times. The following shall constitute breach of this Agreement with regards to your provision of information:

1. Your provision of any false, outdated, incomplete, unreliable, or inaccurate information;
2. Your failure to promptly update any information provided to Hostway;
3. Your failure to respond, for over five (5) calendar days, to Hostway's inquiries addressed to the e-mail address of the administrative, billing, or technical contact then appearing in the Whois directory with respect to a Domain concerning the accuracy of contact details associated with any Registration by or through you or your account.

Any information collected by us concerning an identified or identifiable natural person ("Personal Data") shall be used in connection with the Registration and for the purposes of this Agreement, and as required or permitted by the ICANN agreement or any ICANN and/or Registry policies.

**e. ".BIZ" Domain Dispute Policy.** If you reserved or registered a ".BIZ" Domain through us, you agree to be bound by the Dispute Policy contained in this Agreement. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement: (i) Uniform Domain Dispute Resolution Policy ("UDRP"), available at <http://www.icann.org/udrp/udrp.htm>; and (ii) Restrictions Dispute Resolution Policy ("RDRP"), available at <http://www.neustarregistry.biz/node/51>.

**f. "UDRP".** The UDRP sets forth the terms and conditions in connection with a dispute between Registrant and any party other than the Registry or Registrar over the Registration and use of an Internet Domain registered by you.

**g. "RDRP".** The RDRP sets forth the terms and conditions under which any allegation that a Domain is not used primarily for business or commercial purposes shall be enforced on a case-by-case and fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Registration restrictions shall be enforced directly by or through the Registry. The Registry shall not review, monitor, or otherwise verify that any particular Domain is being used primarily for business or commercial purposes or that a Domain is being used in compliance with the SUDRP or UDRP processes.

**h. Dispute Policy Modifications.** You agree that Hostway, at Hostway's sole discretion, may modify the Dispute Policy. Hostway shall post any such modification on the Hostway's web site (the "Web Site") at least thirty (30) calendar days before the modification becomes effective. You agree

that, by maintaining the reservation or Registration of your Domain after modifications to the Dispute Policy become effective, you have agreed to these modifications. If you do not agree to any such modification, you may terminate this Agreement. We shall not refund any fee paid by you if you terminate this Agreement.

**i. Domain Disputes.** You agree that, if your use of the DNR Services is challenged by a third party, you shall be subject to the provisions specified in the Dispute Policy in effect at the time of the third party challenge. You agree that in the event a Domain dispute arises with any third party, you shall indemnify and hold Hostway, and Hostway's executives, directors, officers, managers, employees, consultants, and agents, harmless pursuant to this Agreement. If Hostway is notified that a complaint has been filed with a judicial or administrative body regarding your use of the DNR Services, you agree not to make any changes to your Domain record without Hostway's prior approval. Hostway reserves the right to deny you permission to make changes to such Domain record until (i) Hostway is directed to do so by the judicial or administrative body, or (ii) Hostway receives notification by you and the other party contesting your Registration and use of the DNR Services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your Registration and use of the DNR Services, we may deposit control of your Domain record into the Registry of the judicial body by supplying a party with a registrar certificate from us.

**j. Reservation of Rights.** Hostway and the ".BIZ" Registry (NeuStar, Inc.) expressly reserve the right to deny, cancel, transfer, or modify any Registration that Hostway or the ".BIZ" Registry deems necessary, in its discretion, to protect the integrity and stability of the Registry, to comply with any applicable laws, government rules, or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Hostway and/or NeuStar, Inc., as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. Hostway and NeuStar, Inc. also reserve the right to freeze a Domain during resolution of a dispute.

**k. Registration Term.** Registration terms range from two (2) to ten (10) years for ".BIZ" Domains.

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## SCHEDULE 'D'

### PROVISIONS SPECIFIC TO ".INFO" TLDs

In the case of a ".INFO" TLD Registration, the following additional terms and conditions shall apply:

**a. Registrant's Personal Data.** You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Afilias, the ".INFO" Registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract.

**b. Submission to UDRP.** Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") and comply with the requirements set forth by Afilias for Domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification.

**c. Registration Information.** Registrant agrees to immediately correct and update the Registrant Information for the registered name during the Registration term. Failure to correct such information shall constitute a breach of this Agreement.

**d. Disclaimer of Liability.** Registrant acknowledges that Afilias, the Registry for ".INFO", shall have no liability of any kind for any loss or liability resulting from the proceedings and processes related to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or



inability of a Registrant to obtain a registered name during these periods, and (b) the results of any dispute over a Sunrise Registration.

**e. *Reservation of Rights.*** Hostway and Afiliias, the Registry for “.INFO”, expressly reserve the right to deny, cancel, transfer, or modify any Registration that either Hostway or Afiliias deems necessary, at its discretion, to protect the integrity and stability of the Registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Hostway and/or Afiliias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. Hostway and Afiliias also reserve the right to freeze a Domain during resolution of a dispute.

**f. *Registration Term.*** Registration terms range from two (2) to ten (10) years for “.INFO” Domains with the exception of “.INFO” Sunrise Domains, which have a registration range of five (5) to ten (10) years.

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## SCHEDULE ‘E’

### Provisions specific to “.MOBI” TLDs

In the case of a “.MOBI” TLD Registration, the following additional terms and conditions shall apply: Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless dotMobi, the registry operator of the .mobi TLD (“dotMobi” or “Registry”), 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 Registrant’s domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement.

Registrant agrees to indemnify, defend and hold harmless Hostway, 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 Registrant’s domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement.

Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, dotMobi 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 Hostway 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.

Registrant shall comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

Registrant shall comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Agreement shall be effective upon thirty days notice by the Registry to Hostway.

Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant’s Personal Data by the Registry and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 4.6 and with relevant mandatory local data protection, laws and privacy.

Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").

Registrant agrees to immediately correct and update the registration information for the registered Name during the registration term for the Registered Name.

Registrant acknowledges and agrees to be bound by the terms and conditions of the .mobi 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 the Registry 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.

Registrant acknowledges and agrees that the Registry and Hostway, 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.

Registrant acknowledges and agrees that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotMobi Style Guide ([www.mtld.mobi](http://www.mtld.mobi)) and consent to the monitoring of the website as described in the dotMobi Style Guide monitoring guidelines ([www.mtld.mobi](http://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.

Registrant acknowledges and agrees that Proxy or Proxy Registrations shall not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance shall constitute a material breach to this contract.

Registrant acknowledges and agrees that if the domain name being registered is a dotMobi Premium Name, as such are listed at <http://mtld.mobi/domain/premium>, then use of the domain is also subject to the terms and conditions of the dotMobi Premium Name Agreement (formerly known as the "dotMobi Auction Agreement") posted at <http://mtld.mobi/node/1135>, which is incorporated by reference herein. Upon termination or expiration of the dotMobi Premium Name Agreement in accordance with the terms thereof, (i) any and all rights of Registrant to the Registration of the Domain Name, the Registration Code, and/or to create, launch, and/or operate the website shall be terminated, and all such rights shall revert to dotMobi and (ii) dotMobi may grant Registration rights to the Domain Name and/or rights to the Registration Code to any entity or person in its sole discretion, and Registrant shall have no rights or recourse against dotMobi and/or Hostway relating to the registration or use of the Domain Name and/or Registration Code by any other such entity or person.

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## **SCHEDULE 'F'**

### **Provisions specific to ".NAME" TLDs**

In the case of a ".name" TLD Registration, the following additional terms and conditions shall apply:

1. Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless Global Name Registry Limited ("GNR"), the registry operator of the .name TLD ("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 Registrant's domain name registration and or use. Notwithstanding the other provisions in this Agreement, the Registrant agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.
2. Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, GNR 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 GNR have vested and that GNR has relied on its third party beneficiary rights under this Agreement in agreeing to Hostway being a registrar for the .name top-level domain. Additionally, the third party beneficiary rights of GNR shall survive any termination or expiration of this Agreement.
3. Registrant shall comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with its Registry Agreement or other arrangement with ICANN.
4. Registrant shall 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 Registrants, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms required by the Registry Operator's Registry-Registrar Agreement, the terms of the Registry-Registrar Agreement shall prevail. The .name Registry-Registrar Agreement is available online at:
5. <http://www.icann.org/tlds/agreements/name/appendix-08-15aug07.htm>.
6. Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 4.6 and with relevant mandatory local data protection, laws and privacy.
7. Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").
8. Registrant agrees to immediately correct and update the registration information for the registered Name during the registration term for the Registered Name.
9. Registrant acknowledges and agrees to be bound by the terms and conditions of the .name initial launch and general operations of the Registry TLD, including without limitation the Sunrise Period, the Land Rush Period, or the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period, the Land Rush Period, or the Sunrise Dispute Resolution Policy, without limitation: (a) the ability or inability of a registrant to obtain a registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
10. Registrant acknowledges and agrees that the Registry and Hostway, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration or transaction, or place any registered item on registry lock, hold or similar status, or additionally for second level domain name email forwarding implement throttling/blocking and/or size limitations, 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.

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## SCHEDULE 'G'

### PROVISIONS SPECIFIC TO ".PRO" TLDs

In the case of a ".PRO" TLD Registration, the following additional terms and conditions shall apply:

**a. Overview.** The .PRO service is made available to Registrants for your professional use only. You therefore agree that you are a person or entity who provides professional services and has been admitted to, licensed by, or credentialed by, and is in good standing with, a government certification body, jurisdictional licensing entity recognized by a governmental body, or professional organization, which body requires that its members be licensed, admitted or credentialed to a certifying entity and regularly verifies the accuracy of its data. The following types of Registrations within the ".PRO" TLD are available to qualified persons and entities:

1. Registered Names (ie. ".PRO" Domains);
2. Premium Intellectual Property Defensive Registrations (ProBlock);
3. Basic Intellectual Property Defensive Registrations (ProGuard); and
4. Standard Defensive Registrations (ProReserve).

**b. RegistryPro.** You acknowledge that RegistryPro shall be the exclusive provider to you of the services with respect to (a) your Registration Order for a ".PRO" Domain; and (b) in the event such Registration Order is accepted, for all ongoing services with respect to ".PRO" Domain. You further acknowledge that the Registry shall have no obligation to provide such services to you and that your use of the service is subject to your acceptance of and compliance with this Agreement, including the regulations and restrictions contained herein this Schedule 6 and in the policies described below, and any other regulations applicable to you as a licensed professional. You agree that you have no contractual relationship whatsoever with RegistryPro and that you are not a third party beneficiary of any agreement between RegistryPro and Hostway. You further agree that RegistryPro shall have no legal, equitable, or other liability of any kind to you. However, you acknowledge that RegistryPro is a third party beneficiary of this Agreement with the right to enforce against you those provisions of the Agreement that may affect RegistryPro.

**c. Restrictions.** Registered Names are restricted to persons and entities that are credentialed by appropriate entities (as stated above) to provide professional services within a stated geographic region ("Licensing Jurisdiction"). Basic Intellectual Property Defensive Registrations are restricted to trademark or service mark holders with valid and enforceable trademark or service mark registrations of national effect that are issued prior to September 30, 2002. Standard Defensive Registrations are restricted to persons and entities that are credentialed by appropriate entities to provide professional services.

**d. Certification.** Registrants of Registered Names and Defensive Registrations in the ".PRO" TLD shall be required to certify that they meet all qualifications and requirements. Eligibility of registration of Registered Names shall be verified and periodically re-verified at least annually.

**e. Information.** As part of the Registration process, you are required to provide us with certain information and to update this information to keep it current, complete, and accurate. You must provide contact information, including name, e-mail address, postal address and telephone number, for use in disputes relating to your Registration of a ".PRO" Domain or Defensive Registration. You understand and agree that this contact information shall be provided as part of the Whois record for your Domain or Defensive Registration. You further understand that the Registry may share the foregoing Registration data with third parties that act as subcontractors to it for the purpose of this Agreement, and you agree that your personal data may be shared with the Registry's subcontractors. You agree and understand that the foregoing Registration data shall be publicly

available and accessible on the WHOIS directory for “.PRO” as required by ICANN and may be sold in bulk in accordance with ICANN policy.

**f. Representations & Warranties.** You make the following representations and warranties:

1. That the data provided in your “.PRO” Domain or Defensive Registration application is true, correct, up to date, and complete; you shall at all times during the term of your Registration keep the information provided above up to date;
2. That your “.PRO” Domain or Defensive Registration satisfies all applicable “.PRO” restrictions at the time of Registration;
3. That your “.PRO” Domain Registration satisfies the digital security requirements for obtaining a “.PRO” Domain; and
4. That you shall ensure that your Registration meets the applicable “.PRO” Registration requirements set forth by RegistryPro during the term of your Registration, and that you shall continue to meet such requirements and promptly notify Hostway if you no longer meet such requirements.
5. That you have the authority to enter into this Agreement.

**g. Misrepresentation.** You agree not to make any representation to any person or entity that expressly or impliedly conveys that your Registration of a “.PRO” Domain in any way signifies or indicates that you possess any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field.

**h. ProGuard.** In the case of a Intellectual Property Defensive Registration you certify that your registration meets the following requirements:

1. That you own a current (non-expired) trademark or service mark registration;
2. That the trademark or service mark registration has national effect;
3. That the trademark or service mark was issued to you prior to September 30, 2002; and
4. That the Registration (specifically, the third-level label) is identical to the textual or word elements of the trademark or service mark.

In determining whether the Domain name is identical to the textual or word elements of the trademark or service mark, only ASCII characters in the trademark or service mark shall be considered. Where there is a space between the textual elements of a mark, the Registrant may elect at Registrant’s discretion to use a hyphen or combine the elements together. For example, the mark “SERVICE MARK” could be registered as “servicemarklaw.pro” or “service-mark.law.pro”. Trademark or service mark registrations from the supplemental or equivalent registry of any country, or from individual states or provinces of a nation, shall not be accepted.

**i. Processing of Data.** You agree to the use, copying, distribution, publication, modification, and other processing of your data by the Registry and its designees and agents in a manner consistent with the purposes of issuing a “.PRO” Domain, Defensive Registration or digital certificate, or publishing of any and all required information in the WHOIS or other relevant databases.

**j. Disclaimer.** You acknowledge that neither the Registry (RegistryPro, Inc.) nor Hostway shall have any liability of any kind for any loss or liability resulting from, without limitation: (i) the ability or inability of any Registrant to obtain a “.PRO” Defensive Registration or Domain, and (ii) the results of any dispute over an IP Defensive Registration.

**k. Other Policies.** The Registrant acknowledges having read and understood and agrees 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:

1. The Uniform Domain Name Dispute Resolution Policy, available at: <http://www.icann.org/dndr/udrp/policy.htm>.
2. For Sunrise Registrations, The Sunrise Period Rules and Sunrise Dispute Resolution Policy, available online at: <http://www.icann.org/dndr/prosdrp/policy.htm>.
3. The Qualification Challenge Policy and Rules, available at: <http://www.icann.org/en/dndr/proqcp/uniform-rules.htm> and <http://www.icann.org/en/tlds/agreements/pro/registry-agmt-appm-30may03.htm#Exhibit3->

4. The “.PRO” TLD restriction requirements, available at:  
<http://www.icann.org/en/tlds/agreements/pro/pro-appendix-11-22apr10-en.htm>.
5. Procedures for any applicable Verification Toolkit.

**l. *Dispute Policy Modifications.*** You agree that the Registry may modify any applicable dispute policies. The Registry may post any such revised policy on its web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining a Domain or Defensive Registration after modifications to the dispute policy become effective, you shall have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We may not refund any fees paid by you if you terminate your Agreement with us.

**m. *Defensive Registrations Disputes.*** You agree that, if your Domain name or Defensive Registration is challenged by a third party, you shall be subject to the provisions specified in the relevant dispute policy in effect at the time of the dispute. You agree that in the event a dispute arises with any third party, you shall indemnify and hold Alldomains.com harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your domain name or Defensive Registration, you agree not to make any changes to your registration record without our prior approval. We may not allow you to make changes to such registration record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of the Services that the dispute has been settled.

**n. *Consent.*** Registrants may be asked to give their consent to allow individuals to share a part of their space. In such a circumstance, you shall have ten (10) days to respond to a request for consent.

**o. *Continued Compliance with Requirements.*** The Registrant shall, at all times during the term of the registration, meet the “.PRO” Registration requirements set forth by the Registry for the Registration. The Registrant shall provide prompt notice to Registrar if it fails to meet such Registration requirements. Hostway and/or RegistryPro shall have the right to immediately and without notice to Registrant suspend, cancel, or modify Registrant’s Registration if, at any time, the Registrant fails to meet the Registration requirements for such Domain.

**p. *Enforcement of Violations.*** Violations of the “.PRO” TLD restrictions may be enforced directly by or through the Registry.

**q. *Indemnification.*** You agree to indemnify, defend, and hold harmless Hostway, RegistryPro, and their respective parent companies, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, sub-contractors, predecessors, successors, and assigns from and against any and all losses, costs, expenses (including reasonably attorneys’ fees), causes of action or other liabilities of any kind, whether known or unknown, arising out of, relating to, or otherwise in connection with any Hostway or RegistryPro services provided pursuant to your “.PRO” Registration, including but not limited to “.PRO” eligibility verification services and the digital certificate services. This obligation shall survive the termination or expiration of this Agreement for any reason.

**r. *Verification Service Fee.*** You further acknowledge that if, pursuant to the performance of the initial verification services or annual re-verification services required for the issuance of a “.PRO” Domain, RegistryPro determines that you do not meet, or do not continue to meet, the applicable “.PRO” Registration requirements, Hostway and RegistryPro shall be entitled to retain a processing fee in connection with the performance of the initial verification services and in connection with the performance of the annual re-verification services.

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## SCHEDULE 'H'

### PROVISIONS SPECIFIC TO ".TEL" TLDs

In the case of a ".TEL" TLD Registration, the following additional terms and conditions will apply:

1. Additional Terms and Conditions. Registrant agrees to any additional terms and conditions (amendments and modifications thereto), including, without limitation, provisions regarding indemnity, fees, term/termination, privacy, limitation of the Registry's liability, and the dispute resolution service (altogether the "Terms and Conditions") required by the Registry, Telnic Limited ("Telnic"), in connection with any of the DNR Services provided hereunder. To complete the registration process for a .tel TLD, Registrant must also have read, understood, and agreed to be bound by the terms and conditions of Telnic's Acceptable Use Policy found online at <http://www.telnic.org/downloads/AUP.pdf> and are incorporated herein by reference.
2. Use of Registrant Information. Registrant consents to the use, copying, distribution, publication, modification and other processing of the Registrant Information by Telnic, its service providers, subcontractors and agents in a manner consistent with Telnic's posted privacy policy at <http://www.telnic.org/legal.html>, Telnic's WHOIS policy and all other purposes of collection notified to Hostway by Telnic.
3. Uniform Domain Name Dispute Resolution Policy. Registrant will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").
4. Launch and Sunrise Programs. Registrant will agree to be bound by the policies relating to the initial launch of the Telnic TLD, such as the Sunrise Policy (found online at <http://www.telnic.org/launch-sunrise.html>) and any applicable Landrush requirements, and will acknowledge that Telnic has no liability of any kind for any loss or liability resulting from any such policies or requirements, including, without limitation: (a) the ability or inability of a registrant to obtain a Domain Name during these periods, and (b) the results of any dispute over a Sunrise registration.
5. Compliance with TLD Requirements. Registrant's use of the Domain Name shall comply with all applicable TLD requirements, including, but not limited to, the Acceptable Use Policy (found online here: <http://www.telnic.org/downloads/AUP.pdf>) and the Sunrise Policy.
6. TelHosting Customer Agreement. Registrant acknowledges and agrees that Telnic will provide, via accredited service providers, Domain Name System ("DNS") hosting services for the Domain Name ("TelHosting Services"). Registrant is solely and fully responsible for all information, data and text ("Content") provided connection with the Domain Name. The name service provider, its service providers and designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content. Registrant will not use the TelHosting Services or provide Content such that it could (a) violate any applicable local, state or national law, (b) give rise to criminal, civil or other liability to the name service provider, its service provider or designees, or (c) damage the reputation of the name service provider, its service provider or designees. If Registrant provides Content about a third party or employer, Registrant hereby represents and warrants that it has (a) provided notice to that third party of the disclosure and use of that party's information in connection with the Domain Name, and (b) obtained that third party's express consent to the disclosure and use of that party's information. Furthermore, Registrant represents and warrants that:
  - (i) to its knowledge, the Content does not and will not infringe upon or otherwise violate the rights of any third Party;
  - (ii) it does not intend to use the Content for any unlawful purposes;

- (iii) it will not knowingly submit Content in violation of any applicable laws or regulations or of the rights of any third parties; and
- (iv) it will comply with the TLD Requirements.

Registrant expressly consents to the use of Content by Telnic and its service providers to provide the Services, to conduct analyses related to the TelHosting Services, and as otherwise described in Telnic's posted privacy policy.

7. Right to Deny, Cancel or Transfer a Registration. Registrant acknowledges and agrees that both Hostway and Telnic individually reserve the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on their part, as well as on the part of their affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement; (e) to correct mistakes in connection with a Domain Name registration; (f) to enforce the TLD requirements; and (g) to prevent use of the Domain Name in a manner contrary to the intended purpose of the Telnic TLD. Hostway also reserves the right to lock, hold or place a similar status a Domain Name during resolution of a dispute. Neither Hostway nor Telnic shall have any liability to of any kind to Registrant, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.
8. Representations and Warranties. By submitting a request for a Domain Name, Registrant represents and warrants that:
  - (i) to its knowledge, the registration of the requested Domain Name does not and will not infringe upon or otherwise violate the rights of any third party;
  - (ii) it is not submitting the request for a domain name for an unlawful purposes, and it will not use the Domain Name for an unlawful purpose;
  - (iii) it will not knowingly use the Domain Name in violation of any applicable laws or regulations or of the rights of any third parties; and
  - (iv) that it will use the Domain Name in accordance with the TLD requirements.
9. Communications with Registrant. Telnic may communicate directly with the Registrant in connection with issues relating to a Domain Name and the Registrant's membership of the .tel community. Registrant will respond promptly to such communications from Telnic and will resolve any errors in content notified to Registrant.
10. Jurisdiction and Applicable Law. Any dispute, controversy or claim between the Registrant and Telnic relating to a Domain Name or a request for a Domain Name shall be subject to the laws of England and Wales and the exclusive jurisdiction of the courts in England and Wales.

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## SCHEDULE 'I'

### Provisions Specific To Other ccTLDs

In the case of a Registration in any of the ccTLDs listed below, Registrant also agrees to any additional terms and conditions (amendments and modifications thereto) required by each applicable Registry in connection with any of the DNR Services provided hereunder. Such policies shall be found at the website of each Registry. For your convenience, the current URLs for such websites are listed in this Schedule 3. Although this information is believed to be correct, it is not guaranteed and Registrant is solely responsible for ascertaining the contents of any such policies and any amendments or modifications thereto. Registrant agrees that, by continuing to use the DNR Services provided hereunder after amendments or modifications to the applicable Registry policies become effective, Registrant has agreed to such amendments or modifications. Neither



Hostway nor any Registry shall refund any fees paid by Registrant upon such termination. Registrant represents and warrants that any order it submits for registrations or other DNR Services provided hereunder shall be compliant with all applicable Registry policies, terms and conditions.

Registrant further agrees that in the case of certain domain name registrations (A) Registry reserves the right to instruct Hostway to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion: (1) to protect the integrity and stability of 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 Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of their registration agreement; or (5) to correct mistakes made by Registry or any registrar in connection with a domain name registration and (B) Registry reserves the right to place on LOCK, HOLD, or similar status any domain name during resolution of a dispute.

Registrant warrants to have read and reviewed, and hereby expressly agrees to bound by, the appropriate additional policies, terms, and conditions associated with Registrant's Domain Name extension (below).

**.AC** (Ascension Island) <http://www.nic.ac>  
**.AG** (.com.ag, .net.ag, .org.ag) (Antigua and Barbuda) <http://www.nic.ag> and other policies documented at <http://www.afilias-grs.info/public/policies/ag>  
**.AM** (Armenia) <http://dot.am>  
**.AT** (Austria) <http://www.nic.at>  
**.BE** (Belgium) <http://www.dns.be>  
**.BZ** (Belize) <http://www.belizenic.bz> and other policies documented at <http://www.afilias-grs.info/public/policies/bz>  
**.CC** (Cocos (Keeling) Islands) <http://www.nic.cc>  
**.CO** (Columbia) <http://www.cointernet.co> and other policies documented at <http://www.enom.com/terms/agreement.asp>  
**.FM** (Micronesia, Federal State of) <http://www.fm>  
**.GS** (South Georgia and the South Sandwich Islands) <http://www.nic.gs>  
**.HN** (.com.hn, .net.hn, .org.hn, .edu.hn) (Honduras) <http://www.nic.hn> and other policies documented at <http://www.afilias-grs.info/public/policies/hn>  
**.IO** (British Indian Ocean Territory) <http://www.nic.io/>  
**.IT** (Italy) <http://www.nic.it>  
**.JP** (Japan) <http://jprs.jp>  
**.LA** (Lao People's Democratic Republic) policies documented at: <http://www.lanames.la/>  
**.MS** (Montserrat) <http://www.adamsnames.tc>  
**.MN** (Mongolia) <http://www.nic.mn/>  
**.COM.MX** (Mexico) <http://www.nic.mx>  
**.NL** (Netherlands) <http://www.domain-registry.nl>  
**.NU** (Niue) <http://www.nunames.nu>  
**.CO.NZ** (.net.nz, .org.nz) (New Zealand) <http://www.dnc.org.nz>  
**.PL** (.com.pl, .net.pl, .org.pl, .biz.pl & .info.pl) (Poland) <http://www.dns.pl>  
**.SC** (.com.sc, .org.sc, .net.sc) (Seychelles) <http://www.nic.sc> and other policies documented at <http://www.afilias-grs.info/public/policies/sc>  
**.SH** (Saint Helena) <http://www.nic.sh>  
**.TK** (Tokelau) <http://www.dot.tk>  
**.TM** (Turkmenistan) <http://www.nic.tm>  
**.TV** (Tuvalu) <http://www.tv>  
**.COM.TW** (.org.tw) (Taiwan) <http://rs.twnic.net.tw>  
**.CO.UK** (.me.uk, .org.uk) (United Kingdom) <http://www.nic.uk>  
**.VC** (.com.vc, .net.vc, .org.vc) (St. Vincent and the Grenadines) policies documented at <http://www.afilias-grs.info/public/policies/vc>  
**.VG** (Virgin Islands, British) <http://www.adamsnames.tc>  
**.TC** (Turks and Caicos Islands) <http://www.adamsnames.tc>  
**.WS** (Samoa) <http://www.samoanic.ws>

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