

TERMS - SERVICES AGREEMENT

This Services Agreement (as it may be amended by us from time to time in accordance with Section 7, "Agreement") between you ("you", "your" or "Customer"), and Register.com, Inc. ("Registrar") sets forth the terms and conditions of your use of the services that you have obtained from participants in Registrar's partner network ("Service Provider") set forth herein (collectively, the "Services"). Registrar's subcontractor with respect to these Services ("Subcontractor"), is an intended third party beneficiary of this Agreement and thus shall be entitled to enforce any obligations against you as if a party to this Agreement.

This Agreement explains our obligations to you, and your obligations to us in relation to the Service(s). When you or someone else you have permitted, uses, modifies or cancels the Service(s) on your behalf (even if we were not notified of such authorization), or requests or purchases additional Services under your account, this Agreement covers any such Services or actions.

You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, as well as any additional rules or policies that are or may be established by Registrar from time to time. Sections 7 through 23 of this Agreement apply to any and all services provided by Registrar. Sections 1 through 6 apply only to customers who have requested or obtained the Services referenced in those Sections.

This Agreement as well as any additional Registrar rules and policies, together with all modifications thereto, constitute the complete and exclusive agreement between you and Registrar concerning your use of the Services, and supersede and govern all prior proposals, agreements, or other communications. You also may be subject to additional terms and conditions that may apply when you use third party, affiliate or other Registrar Services, third-party content or third-party software.

YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS IN A DOMAIN NAME ARE NOT EXCLUSIVE, AND ARE ONLY COMPRISED OF THOSE RIGHTS CONVEYED TO YOU IN THIS AGREEMENT, AND SUBJECT TO THE LIMITATIONS STATED HEREIN.

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1. Domain Name Registration and Administration

a. Generic Top Level Domain Registrations

Registrar is an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for various generic top-level domain names including .com, .net, .org, .biz, .info, .pro, and .name ("gTLDs").

You acknowledge that you have read, understood and agree to be bound by all terms and conditions of ICANN's Uniform Domain Name Dispute Resolution Policy (the "UDRP"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference for all gTLD domain name registrations or renewals.

(<http://www.rconnection.com/redirect/udrp.asp> for a current copy of the UDRP.)

Additional terms and conditions apply to the registration, administration and renewal of certain gTLDs and such terms and conditions can be accessed at <http://www.rconnection.com/redirect/tc-gtld.asp>.

b. Country Code Top Level Domain Registration and Administration

In addition to registering and renewing gTLD domain name registrations, Registrar also registers and renews various country code top level domains ("ccTLDs"). The registry administrator for each ccTLD varies by individual country code. By agreeing to the terms and conditions set forth

in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by these registry administrators for their respective registries only. (<http://www.rconnection.com/redirect/tc-cctld.asp> for the terms and conditions of each available ccTLD.) Registrar may, in its sole discretion, elect to discontinue offering registrations or renewals of some or all ccTLDs.

c. No Guarantee of Registration or Renewal

As a domain name registrar, Registrar is, upon accepting your application to register or renew a domain name, your sponsor for that application. No domain name registrations shall be deemed effective unless and until we deliver the domain name registration or renewal application you provide us to the appropriate registry administrator, as applicable, and that registry administrator accepts your application and activates your domain name registration or renewal. You will be entitled to a refund only if your registration is unsuccessful.

- d. You acknowledge and agree that Registrar does not guarantee that you will be able to register or renew a desired domain name, even if our systems indicate that domain name is available, or you are able to complete an order with respect to such name. You also understand that Registrar cannot know with certainty whether or not the domain name which you are seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS or other registry databases. You also acknowledge and agree that Registrar is not responsible for any inaccuracies or errors in the domain name registration or renewal process. You are solely responsible for making sure that your registration or renewal has been properly processed. You further acknowledge and agree that Registrar may elect to accept or reject your application for registration or renewal for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration or renewal of a prohibited domain name. You also acknowledge and agree that Registrar is not liable or responsible in any way for any errors, omissions or any other actions by any third party including any registry administrator arising out of or related to your application for and registration of, renewal of, or failure to register or renew a particular domain name.

e. Your Representations

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in connection with such registration, maintenance, or renewal are complete and accurate, and your contact information will be kept current; (b) the registration of the domain name

will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not use the domain name in violation of any applicable laws or regulations or Registrar's rules or policies. You agree and acknowledge that it is your responsibility to determine whether your domain name registration or use infringes or violates someone else's rights, including, but not limited to, whether any foreign language translations of your domain name, either between roman-alphabet languages, between non-roman alphabet languages, or between roman-alphabet and non-roman alphabet languages, infringe or violate someone else's rights.

f. Domain Name Registrant

Registrar considers the entity named as the registrant contact for the domain name to be the registrant of that domain name and the entity authorized to transfer the domain name. Further, the billing contact is your agent with authority to act on your behalf with respect to the domain name registration or any other services obtained from Registrar, including (but not limited to) the authority to terminate, renew, or modify such services, or obtain additional services.

IF A REGISTRANT TRANSFERS A DOMAIN NAME TO ANOTHER REGISTRAR OR TO A NEW REGISTRANT, THE SERVICES ASSOCIATED WITH THAT DOMAIN NAME MAY TERMINATE FOLLOWING THE TRANSFER.

g. Transfer of Registrar

Your domain name may be automatically set to prevent a transfer to another Registrar by means of a registrar lock on your domain. By having a lock status on your domain, you are providing express objection to any and all transfer requests issued from another Registrar. Should you choose to transfer to another Registrar, you must contact your Service Provider and remove the lock prior to our receipt of the transfer request from the gaining Registrar. If you are not sure whether your domain name is on lock status or if you need assistance in un-locking the domain, customer support details can be found at <http://rcomexpress.com/aboutus.asp>.

h. Parking Page

Certain domain names registered through Registrar are pointed to a parking page. The parking page may be modified at any time by Registrar or your Service Provider without prior notice to you and may include such things as, without limitation (i) links to additional products and services offered by Registrar or its resellers, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface. If for any reason you do not wish to have the domain name you

have registered pointed to a parking page, please contact us via <http://rcomexpress.com/aboutus.asp>.

2. URL Forwarding

URL Forwarding provides you with the capability to forward visitors to a domain name residing on Registrar's DNS servers to a Web site designated by you (a "forward to address").

You acknowledge and agree that you may use URL Forwarding to link your domain name to a forward to address, but you may not use URL Forwarding for unlawful purposes, in violation of any applicable laws or regulations, in violation of Registrar's rules or policies, or for the forwarding of a domain name not registered in your name, the forwarding to an invalid forward to address, or the unauthorized forwarding to a third party Web site.

3. Website Builder and Website Hosting Services

- a. Website Builder provides the ability to create and post Web sites ("User Web Sites").

YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE BUILDER SERVICE IS ENTIRELY AT YOUR OWN RISK, AND THAT REGISTRAR MAKES NO IMPLIED OR EXPRESS WARRANTIES ABOUT THE RELIABILITY OF THE WEBSITE BUILDER SERVICES OR WEB SITES CREATED USING THE WEBSITE BUILDER SERVICES. YOU FURTHER AGREE AND ACKNOWLEDGE THAT REGISTRAR IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, OR DELETION OR ALTERATION OF USER WEB SITES.

You agree and acknowledge that you are fully responsible for your actions and User Web Sites, including, but not limited to any content, including but not limited to, opinions or views expressed in those Web sites. You further agree and acknowledge that Registrar may remove or delete any User Web Sites or any portion thereof that Registrar deems unacceptable for any reason, and may suspend or cancel without prior notice your access to and use of the Website Builder services for any violation of the terms and conditions in this Agreement, in Registrar's sole discretion, and without prior notice to you.

You agree to abide by all applicable local, state, national and international laws and regulations, including laws protecting Intellectual Property in all forms (e.g., copyrights, trademarks and patents), in connection with your use of the Website Builder services.

b. Website Hosting Services

Website Hosting Services provides the ability to host a Web site. By agreeing to the terms of this Agreement, you acknowledge and agree that you are bound by the applicable provisions of the Web Site Hosting Service Agreement, as may be modified and updated from time to time by Registrar. See <http://www.launchseo.com/TermsAndConditions/Hosting/RTACs.htm> for additional terms and conditions that apply to Register's Web site hosting solutions purchased through the Service Provider on or after October 15th 2008. See

<http://www.rconnection.com/redirect/HostingEndUserAgreement.pdf> for additional terms and conditions that apply to Register's Web site hosting solutions purchased through the Service Provider before October 15th 2008.

c. **Prohibited Conduct**

You agree that the following is a non-exclusive list of actions on User Web Sites that are not permitted:

- i. the uploading, posting or otherwise transmitting of any User content on Web Sites that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- ii. the impersonation of any person or entity, including, but not limited to, a Registrar official, forum leader, guide or host, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- iii. the forgery of any headers or other manipulation of identifiers in order to disguise the origin of any User Web Site or the development of restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
- iv. the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- v. the uploading, posting or other transmittal of any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- vi. the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

- vii. the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- viii. disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other users are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real time exchanges;
- ix. intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- x. "stalking" or otherwise harassing another;
- xi. collecting or storing personal data about other users;
- xii. promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;
- xiii. the use of your User Web Sites as storage for remote loading or as a door or signpost to another home page;
- xiv. engaging in commercial activities without enrolling in Registrar-approved affiliate programs. This includes, but is not limited to, the following activities:

offering for sale any products or services; soliciting for advertisers or sponsors; conducting raffles or contests that require any type of entry fee; displaying a sponsorship banner of any kind, including those that are generated by banner or link exchange services; and displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their Web sites.
- xv. removing, modifying or hiding any of the advertising banners inserted into your User Web Sites;
- xvi. the placement of advertising banners into your User Web Sites apart from your logo, if any;
- xvii. exporting software or technical information in violation of U.S. export control laws;
- xviii. attempting to access the accounts of others, or attempting to penetrate security measures of Registrar or other entities' systems

- ("hacking"), whether or not the intrusion results in corruption or loss of data;
- xix. sending of the same or substantially similar unsolicited electronic mail message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of Registrar's service, Registrar's equipment or any Registrar electronic mail address;
 - xx. posting any MP3 format files;
 - xxi. installation of 'auto-responders', 'cancel-bots' or similar automated or manual routines that generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others;
 - xxii. any resale or any exploitation for any commercial purposes of Registrar services, by any and all means unless approved in advance in writing by Registrar.

4. Electronic Mail

Registrar's electronic mail service provides you with the capability to send and receive electronic mail.

Registrar retains the right, at Registrar' sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our electronic mail services to other customers and to protect our computer systems

By agreeing to the terms of this Agreement, you acknowledge and agree that you are bound by the applicable provisions of the Registrar's Acceptable Use Policy, as may be modified and updated from time to time by Registrar, and which may be accessed here http://rcomexpress.com/help/rx_agreement.asp#aup. The Acceptable Use Policy is incorporated herein and made part of this Agreement by reference, in connection with your use of the electronic mail services described in this Agreement. Registrar may terminate your electronic mail service if your conduct is found to be unlawful, inconsistent with, or in violation of, this Agreement or the Acceptable Use Policy.

In order to receive Registrar's electronic mail service, Registrar must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live Web site or for any other reason or allow your domain name registration to expire, you will no longer be able to use Registrar's electronic mail service. Registrar will not refund fees, if any, you have paid for the electronic mail service if you elect to transfer your domain name record to a third party.

Your right to use Registrar's electronic mail service is personal to you. You agree

not to resell the electronic mail service, without the prior express written consent of Registrar.

Registrar will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the law or comply with legal process served on Registrar; (2) protect and defend the rights or property of Registrar; or (3) act under exigent circumstances to protect the personal safety of our customers or the public.

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

You acknowledge and agree that certain technical processing of email messages and their content may be required to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of electronic mail service; or (4) conform to other similar requirements.

You agree that Registrar shall under no circumstances be held liable on account of any action it takes, in good faith, to restrict transmission of material that it or any user of electronic mail service considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected.

5. Digital Certificates

Registrar may offer certain digital security services, including, without limitation, QuickSSL™, QuickSSL Premium™, TrueBusinessID®, and TrueBusinessID® Wildcard (collectively, "Certificate Services"). Prior to receiving Certificate Services, you must agree to be bound by the applicable Subscriber Agreement: in the case of QuickSSL™, the Quick SSL Subscriber Agreement, located at http://www.geotrust.com/resources/cps/pdfs/quickssl_SA.pdf; in the case of QuickSSL Premium™, the QuickSSL Premium™ Subscriber Agreement, located at http://www.geotrust.com/resources/cps/pdfs/quickssl_premium_SA.pdf; in the case of TrueBusinessID®, the TrueBusinessID® Subscriber Agreement located at, http://www.geotrust.com/resources/cps/pdfs/True_businessid_SA_4.1.pdf; and in the case of TrueBusinessID® Wildcard, the TrueBusinessID® Wildcard Subscriber Agreement, located at http://www.geotrust.com/resources/cps/pdfs/True_businessid_SA_4.1.pdf, all as amended from time to time.

6. RCOM Shield

Registrar may choose to offer a domain masking service, called RCOM Shield. RCOM Shield allows you to protect the confidentiality of your personal contact information by registering your domain name in the name of a third party company, Whois, Privacy Protection, Inc., whose contact information will be displayed in the public "Whois" record instead of yours. Prior to receiving domain masking services, you must agree to be bound by the applicable provisions of Registrar's RCOM Shield Services Agreement, as modified by Registrar from time to time, which may be accessed by clicking here, and which is incorporated herein and made part of this Agreement by reference, in connection with your use of the RCOM Shield services described in this Agreement.

7. Fees, Service Term; Renewals

a. Fees; Service Term; Renewal Reminders.

As consideration for the Services, you agree to pay Registrar or your Service Provider the applicable Service(s) fees set forth on our Web site or your Service Provider's Web site at the time you request Services from Registrar. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of Sections 1-6. Unless otherwise specified, each domain name registration is for a one-year initial term (or such longer term as may be required by a particular registry administrator) and is renewable thereafter for successive one to ten-year terms, as set forth during the renewal process. Other Registrar Services are usually for one-year or one-month initial terms, or as otherwise specified during the ordering process, and are renewable thereafter for such terms as are specified during the renewal process. We reserve the right NOT to accept payment by check or cash.

Any renewal of your Services with us is subject to our then-current terms and conditions, including, but not limited to, payment of all applicable Service fees at the time of renewal and in the case of renewal of a domain name registration, the registry administrator's acceptance of such renewal. It is your obligation to affirmatively renew any desired Service and to keep track of all Service expiration dates. Registrar cannot ensure that you will be notified in advance of any Service expiration dates. Please contact us here <http://rcomexpress.com/aboutus.asp> to learn more about the renewal service they have selected for you. In the event your Service Provider has enabled Registrar to send renewal notifications regarding your paid Services, we will attempt to send you a renewal reminder prior to the renewal of your registration at least fifteen (15) days in advance of the renewal date. Registrar will attempt to provide this reminder by email to the billing contact on file for the domain name registration.

You agree to pay all value added, sales and other taxes (other than taxes based on Registrar's income) related to the Service(s) provided to you hereunder. All payments of fees for the Service(s) provided by Registrar

shall be made in U.S. dollars. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) or other non-payment by you in connection with the applicable service or renewal fee, you acknowledge and agree that the Service for which such fee has not been paid may be suspended, canceled or terminated, in Registrar's and Service Provider's sole discretion, or, in the case of a domain name, transferred to Registrar as the entity that has paid the applicable fee to the registry or otherwise modify the contact information in the WHOIS record for such domain name registration to include Registrar's contact information or that of a third party. In addition, we reserve all rights regarding such domain name registration including, without limitation, the right to (a) make the domain name registration available to other parties for purchase; and (b) to disable the DNS so that the domain name no longer resolves on the Internet, or to direct the domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction or other page that may include promotions and advertisements for, and links to, Registrar's Web site, Registrar's product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines, as well as advertise the sale or auction of such domain name registration. We will reinstate any such Service solely at our discretion, and subject to receipt of the applicable Service or renewal fee and any then-current reinstatement fee.

ALL FEES ARE NON-REFUNDABLE, IN WHOLE OR IN PART, EVEN IF YOUR SERVICE IS SUSPENDED, CANCELLED OR TRANSFERRED PRIOR TO THE END OF THE THEN-CURRENT SERVICE TERM. Registrar reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion, without prior notice to you.

You acknowledge and agree that, to the extent necessary, it is your responsibility to: (1) provide all equipment, including a computer and modem, necessary for you to establish a connection to the Internet; and (2) provide for your own connection to the Internet and pay any telephone service fees associated with such connection.

You acknowledge that you assume all risk and all consequences if you wait until close to or after the end of a Service term to attempt to renew such Service. If a Service is not successfully renewed prior to the expiration of its then-current term, all your rights to such Service will terminate, and we will have no obligation to allow you to renew a Service

once its expiration date has passed, even if a registry administrator or third party service provider provides a grace period to Registrar upon expiration or termination of such Service. You acknowledge that post-expiration renewal or redemption processes implemented on your behalf are subject to our then-current fees.

Specifically, with respect to domain names, you acknowledge and agree that Registrar may, upon expiration or termination, elect, at its sole discretion, to: (i) delete the domain name, (ii) renew the domain name on behalf of a third party, (iii) sell or auction the domain name; or (iv) otherwise make such domain name available to third parties. Any expired gTLD domain name that is not sold, renewed or otherwise made available to a third party will generally be deleted between 35 and 45 days from the expiration date.

In addition, upon expiration of a domain name registration, Registrar may elect, at its sole discretion, to disable the DNS so that the domain name no longer resolves on the Internet, or to direct the domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction or other page that may include promotions and advertisements for, and links to, Registrar's Web site, Registrar's product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines, as well as advertise the sale or auction of the expired domain name registration. Additionally, you agree that we may modify the contact information in the WHOIS record for the expired domain name registration to include Registrar's contact information or that of a third party.

b. Services Enrolled in Automatic Renewal.

If elected by your Service Provider, the automatic renewal service is provided as a courtesy and helps to prevent unwanted deletion of a Service. For domain name registrations, such service will attempt to renew your Service(s) on or about the renewal date for a one year term (or such term as is specified by your service provider or as may be required by a particular registry administrator) by charging the credit card designated for the Service(s) in Domain Manager the then-current retail price for such renewal(s). For other Registrar Services, the automatic renewal service will attempt to renew your Service(s) for yearly or monthly terms, in accordance with your initial term of service (i.e., we will attempt to renew Service(s) ordered for one-month terms on a monthly basis, whereas we will attempt to renew Service(s) ordered for one-year terms for yearly renewal terms), using the credit card designated for such Service(s) in Domain Manager. The automatic renewal service is provided as a

convenience for you but in no way guarantees a desired renewal. It is your obligation affirmatively to renew any desired Service. In addition, neither Registrar nor your Service Provider have any obligation to renew your Service(s) if the credit card designated for your Service(s) is not accepted according to Registrar's or Service Provider's payment processing systems, as applicable.

You also acknowledge and agree that if you do not want Registrar's automatic renewal service to apply to your Services, you must affirmatively choose not to participate in (i.e., opt out of) this automatic renewal service by using Domain Manager or, if you do not have access to Domain Manager, by contacting your Service Provider. For services that are billed monthly, to terminate automatic renewal, you need simply to cancel your Service(s). Your failure affirmatively to opt out of the automatic renewal service constitutes your authorization and consent for Registrar or Service Provider (as applicable) to attempt automatically to charge your credit card the then-current retail price for such renewal.

c. Your Obligations.

You are solely responsible for the credit card and billing contact information you, your agents or assignees provide to Registrar or your Service Provider and you acknowledge and agree that you will promptly inform Registrar or your Service Provider of any changes thereto (e.g., change of expiration date or account number).

You are solely responsible for ensuring the Services are renewed. REGISTRAR SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE RENEWAL OR ANY ATTEMPT TO RENEW THE SERVICES AS DESCRIBED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR ERRORS IN RENEWING OR ATTEMPTING TO THE SERVICES. The foregoing limitation of liability is in addition to any other limitations of liability set forth in this Agreement.

8. User Name and Password; Domain Manager

Billing contacts may have access to Registrar's domain manager utility. If you are one of those users, you may use the domain manager utility to modify the zone file, DNS, IP, domain alias, MX Records, and contact information for certain gTLDs names registered through or administered by Registrar, or registered by a Registrar cobrand or other reseller. You acknowledge and agree that it is your responsibility to safeguard your selected User name and password from any unauthorized use. IN NO EVENT WILL REGISTRAR BE LIABLE FOR THE UNAUTHORIZED USE OR MISUSE OF YOUR USER NAME OR PASSWORD.

If you have more than one Registrar profile (i.e., you have registered multiple domain names through Registrar and have created a different user name and password profile for each domain name), be sure that you use the username and password for the domain name you intend to manage using domain manager. If you have more than one domain name associated with a username and password, you will be able to login and perform edits on all domain names associated with that username and password.

You further acknowledge that any changes you make through domain manager may take as long as 72 hours to become effective or may not become effective at all.

9. Security

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under that account and in connection with your use of the Service(s), and for any other actions taken in connection with a registered domain name, including those of your agents, assignees and other users to whom you give e-mail accounts associated with your domain name(s) ("E-mail Users"). You agree to notify Registrar immediately of any unauthorized uses of the account or any other breaches of security. You acknowledge and agree that Registrar cannot and will not be liable for any loss or damage from the failure to comply with this security obligation, or for any acts or omissions, of you or any of your agents, assignees or E-Mail Users, including any damages of any kind incurred as a result of such acts or omissions.

10. Changes to this Agreement or to Additional Rules or Policies

You agree that Registrar may modify this Agreement, as well as any additional rules or policies that are or may be published by Registrar, as necessary to comply with Registrar's ICANN agreement, or with any other agreements that Registrar is currently bound by or will be bound by in the future, or for any other reason in Registrar's sole discretion.

Except as otherwise provided in this Agreement, you agree that, during the term of this Agreement, we may: (1) revise the terms and conditions of this Agreement; and/or (2) change the Services provided under this Agreement, in whole or in part, at any time (including, without limitation, changing service providers or subcontractors). Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the Service(s) on our Web site, located at www.rcomexpress.com, or upon transmission to you at the e-mail address or postal address (by United States mail) provided by you for the registrant or administrative contact of your domain name, or such other email address as you may provide in connection with any Service, hereunder; provided, however, that terms and conditions for new services shall be effective immediately upon posting on our Web site and will be applicable to you when you order such new Service(s). Your continued use of any Service(s) purchased

through Registrar shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by Registrar, each with the new modifications. If you do not agree to any of such changes, you may request that your Service(s) be cancelled or that your domain name registration be transferred to a different domain name registrar. You acknowledge and agree that such cancellation or request for transfer will be your exclusive remedy and our sole liability if you do not wish to abide by any changes to this Agreement or any additional rules or policies that are or may be published by Registrar from time to time.

Except as set forth in this Section 10, no employee, contractor, agent or representative of Registrar or its subsidiaries is authorized to alter or amend the terms and conditions of this Agreement except by means of a written document signed by you and an authorized officer of Registrar.

11. Information and Its Use

You hereby acknowledge and agree that, in connection with your use of certain of Registrar's services, you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate.

In addition to such other information that Registrar may require you to provide in order to obtain the Services, Registrar requires that you submit the following information in connection with domain name registration, administration and renewal services and you acknowledge that such information may also be provided to Subcontractor for fulfillment of the Services.

a. Domain Name Registration, Administration and Renewal Services

The information you are obligated to provide and keep current in connection with your use of Registrar's domain name registration, administration, and renewal services is the following:

- i. Your full name (or the name of the entity and authorized contact person, if registration is for an organization, corporation or association), postal address email address, voice telephone number, and fax number, where available;
- ii. The domain name being registered; and
- iii. The name, postal address, email address, voice telephone number, and where available, fax number for the administrative contact, technical contact and billing contact for the domain name registration.

You acknowledge and agree that when you renew a domain name registration, the type of information you are required to provide may have

changed. If you do not wish to provide the new required information, the registration may not be renewed, in Registrar's sole discretion.

b. Additional Information Maintained

In addition to the information you provide, we maintain records relating to any domain name application received by Registrar, as well as any domain name registered through, administered, or renewed by Registrar. We also maintain records relating to other Services that we provide to you. These records may include, but are not limited to:

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

c. Accurate Data

In the event that (i) in applying for Service(s) or the registration of a domain name you are providing information about a third party, or (ii) you license a domain name registered in your name to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

You acknowledge and agree that willfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement that will be sufficient

basis for cancellation of your domain name registration or other Service(s) in our sole discretion. You further acknowledge and agree that your failure to respond for over fifteen (15) calendar days to an inquiry by Registrar concerning the accuracy of contact details associated with your domain name registration shall constitute a material breach of this Agreement and will be a sufficient basis for cancellation of your domain name registration.

Without limiting your obligations under this Section 11c. of the Agreement, you agree that Registrar (itself or through its third party service providers) is authorized, but not obligated, to use certain address or billing correction services to update and/or to change any address or billing information associated with your account (including, without limitation, registrant address, billing contact address, credit card information), and you agree that Registrar may use such changed information for all purposes in connection with your account (including the sending of renewal notices or invoices or for automatic renewal charges).

d. Disclosure and Use of Information

You acknowledge and agree that, pursuant to Registrar's Privacy Policy (please click here to see Registrar's Privacy Policy), Registrar may make available information you provide or that we otherwise maintain to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenas and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or apply the terms of this Agreement; and (v) to protect the rights, property, or safety of Registrar, our users, or others, whether during or after the term of your use of the Service. You further acknowledge and agree that Registrar may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One of the ways that Registrar may make some or all of the information you provide available to the public or third parties is by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with Registrar. Registrar reserves the right to discontinue providing bulk WHOIS data access to third parties.

You hereby consent to any and all such disclosures and use of guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any

Services (including any updates to such information), whether during or after the term of your registration of a domain name or other Services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by Registrar.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Registrar will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. Registrar will have no liability to you or any third party to the extent such reasonable precautions are taken.

e. Communications

You acknowledge and agree that communications with Registrar are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of Registrar.

12. Ownership of Data

You acknowledge and agree that Registrar owns all database, compilation, collective and similar rights, title and interest worldwide in our domain name and other proprietary information databases, and all information and derivative works generated from those databases. Additionally, you hereby grant to Registrar a nonexclusive, worldwide, perpetual, irrevocable, fully paid-up right and license to use in our business, however it evolves, including the rights to copy, distribute, display, perform, transmit, prepare derivative works from or otherwise use without restriction the following information: (a) the original creation date of a domain name registration or other Service, (b) the expiration date of a domain name registration or other Service, (c) the name, postal address, email address, voice telephone number, and where available fax number of the contact person for a Service, or of the registrant, technical contact, administrative contact, zone contact and billing contact for a domain name registration, (d) any other information concerning a registered domain name or Service that appears or may appear in a WHOIS database or Registrar database, and (e) any other information we generate or obtain in connection with the provision of the Services. Registrar does not have any ownership interest in your specific personal registration information or other information other than our rights in our domain name and Registrar databases, as set forth in this Section 12.

13. Transfers; Agents and Licenses

You agree that you may not transfer a domain name registration to another domain name registrar during the first sixty (60) days from the effective date of the initial domain name registration with us. After that time, you may transfer your domain name registration to a third party domain name registrar of your choice, subject to Registrar's transfer procedures and conditions incorporated herein by reference.

You agree that, if you are using the Services for someone else, you represent and warrant that you have: (a) provided notice to that third party of your intent to purchase the Service(s); (b) obtained that third party's express consent to purchase the Service(s) on its behalf; and (c) the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the UDRP. (click here for a current copy of the UDRP.) You accept liability for harm caused by wrongful use of the Services.

You agree that if you license the use of a domain name or other Service registered in your name to a third party, you nonetheless remain the Service holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name registration or Service. As further required by ICANN, you shall accept liability for harm caused by wrongful use of the domain name registration, unless you promptly disclose the identity of the licensee to a party providing you with reasonable evidence of actionable harm.

14. System Performance Degradation

Registrar depends upon its own and third party, including registry administrators, computer systems to provide the Services, and to provide timely information to Registrar's customer service team.

Occasionally, these computer systems are subjected to exceptional volumes of incoming data, service requests, processes, electronic mail messages, and/or WHOIS queries that result in significant degradation of system processing and response time.

Regardless of the reason, in those instances when there is system performance degradation, Registrar reserves the right, in its sole discretion, to filter or block electronic messages, data and/or processes originating from or traveling to the identified sources of the high volume traffic. Registrar will attempt to selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the system. Registrar further reserves the right to permanently filter or block repeated sources of high

volumes of electronic traffic.

Finally, you acknowledge and agree that if your server is involved in an attack on any computer system, either with or without your knowledge or complicity, your account will be shut down while the matter is investigated and resolved in Registrar's absolute discretion.

15. Limitation of Liability

YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. YOU AGREE THAT REGISTRAR AND SUBCONTRACTOR WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) TERMINATION, SUSPENSION, LOSS, OR MODIFICATION OF YOUR SERVICE(S), (b) USE OF OR INABILITY TO USE THE SERVICE(S), (c) INTERRUPTION OF BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR A SERVICE (INCLUDING, WITHOUT LIMITATION, TO THE WEB SITE(S) ACCESSED BY THE DOMAIN NAME REGISTERED IN YOUR NAME), (e) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (f) EVENTS BEYOND REGISTRAR'S OR SUBCONTRACTOR'S REASONABLE CONTROL, (g) THE PROCESSING OF YOUR DOMAIN NAME APPLICATION OR OTHER SERVICE APPLICATION, (h) APPLICATION OF ANY APPLICABLE LAW, REGULATION OR REGISTRAR POLICY (INCLUDING, WITHOUT LIMITATION, ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION) ADOPTED POLICIES), (i) DISBURSEMENT OR NON-DISBURSEMENT OF FUNDS BY PAYMENT PROCESSORS; (j) TRANSACTIONS CONDUCTED ON A USER WEB SITE, INCLUDING FRAUDULENT TRANSACTIONS; (k) LOSS INCURRED IN CONNECTION WITH YOUR SERVICE(S), INCLUDING IN CONNECTION WITH E-COMMERCE TRANSACTIONS; (l) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (m) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING YOUR SERVICE(S), OR (n) ANY OTHER MATTER RELATING TO YOUR USE OF THE SERVICE(S). NEITHER REGISTRAR NOR SUBCONTRACTOR SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF REGISTRAR OR SUBCONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL REGISTRAR'S OR SUBCONTRACTOR'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES, BUT IN NO EVENT GREATER THAN FIVE HUNDRED DOLLARS (\$500.00). BECAUSE SOME STATES DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16. Indemnification

You agree to defend, indemnify and hold harmless Registrar, its subsidiaries, affiliates, officers, directors, agents, partners, employees, attorneys and Subcontractor for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of or related to (i) your use of or connection to the Services, including, but not limited to, your application for, registration of, renewal of or failure to register or renew a particular Service registered in your name, (ii) your use of any domain name registration or other Service; (iii) your Content; (iv) your breach or violation of any term, condition, representation or warranty of this Agreement; or (v) your violation of any rights of others. This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

You additionally agree to indemnify, defend and hold harmless the applicable registry administrator 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 related to, your application for and registration of, renewal of, or failure to register or renew, a particular domain name.

17. Representations and Warranties

THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AS AVAILABLE BASIS. EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME REGISTRAR IN SECTION 1(A) OF THIS AGREEMENT, REGISTRAR MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SERVICE GUARANTEES, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE SERVICES. REGISTRAR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY: (i) THAT THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS, (ii) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES, OR (iv) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY MATERIAL

DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY REGISTRAR, ITS EMPLOYEES, LICENSEES OR THE LIKE WILL CREATE A WARRANTY OR GUARANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. WITHOUT ANY LIMITATION TO THE FOREGOING, REGISTRAR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU.

18. Suspension, Cancellation, Transfer or Modification of Service(s)

You acknowledge and agree that Registrar may suspend, cancel, transfer or modify your use of the Services at any time, for any reason, in Registrar's sole discretion and without notice to you. You also acknowledge and agree that Registrar shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services. Without limiting the foregoing, Registrar may, in its sole discretion, suspend, cancel, transfer or modify a domain name registration (a) to correct mistakes made by Registrar, another registrar, or the applicable registry administrator, (b) to resolve a dispute related to that domain name, (c) within thirty (30) calendar days of the creation date of that domain name registration, (d) if you materially breach this Agreement (including any applicable additional rule or policy) and do not cure such breach within five (5) calendar days of notice by Registrar, (e) if you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, (f) if you use a domain name in connection with unlawful activity, and (g) if and for so long as Customer fails to make payment of any fees when due in accordance with the Agreement.

You further acknowledge and agree that your domain name registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any rules or policies applicable to your domain name registration, including, but not limited to (i) the UDRP, (ii) any ICANN adopted policy, (iii) any registrar (including Registrar) or registry administrator procedures, or (iv) any other ccTLD registry administrator procedures.

You also agree that Registrar shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify your domain name registration at such time as Registrar receives what reasonably appears to be (a) an authentic notification from a court of competent jurisdiction, or (b) an arbitration award requiring the

suspension, cancellation, transfer or modification of your domain name registration.

19. Governing Law

Except as otherwise set forth in the UDRP or any similar ccTLD policy with respect to any dispute over a domain name registration, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of New York, as if the Agreement was a contract wholly entered into and wholly performed within the State of New York.

Except as otherwise set forth in the UDRP or any similar ccTLD policy with respect to any dispute over a domain name registration, any action to enforce this Agreement or any matter relating to your use of the Registrar site shall be brought exclusively in the United States District Court for the Southern District of New York, or if there is no jurisdiction in such court, then in a state court in New York County. Notwithstanding the foregoing, for the adjudication of third party disputes (i.e., disputes between yourself and another party, not Registrar or Subcontractor) concerning or arising from use of domain names registered hereunder, you acknowledge and agree that you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (a) of the domain name holder's domicile, and (b) where Registrar's headquarters are located, currently New York City, N.Y.

20. Notices

Subject to the terms of Section 10 of this Agreement, you agree that, unless other instructions are posted on Registrar's Web site, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax, or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight delivery service to each of the parties in accordance with the most current contact information you have provided to us. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission. FOR PURPOSES OF GIVING NOTICE UNDER THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT CONTACT INFORMATION MAY ONLY BE UPDATED BY FOLLOWING THE INSTRUCTIONS POSTED ON REGISTRAR'S OR SUBCONTRACTOR'S WEBSITE. REGISTRAR OR SUBCONTRACTOR SHALL HAVE NO OBLIGATION TO ATTEMPT TO CONTACT YOU AT ANY OTHER CONTACT INFORMATION THAT YOU MAY PROVIDE TO CUSTOMER SERVICE OR OTHERWISE. By providing such contact information, you agree that Registrar or Subcontractor may use the information you have provided to contact you via email, postal mail, telephone or fax in any format or manner. Registrar or Subcontractor may, but shall have no obligation to, send a single notice by various means of delivery (i.e., fax, email, certified mail or express

mail). In no event shall Registrar or Subcontractor be liable to you for choosing to send notice to one address, or by one means of delivery, and not others.

21. Conflicts with other Agreements.

In the event of any conflict between this Agreement and the terms and conditions governing your use of any service(s) provided by Registrar's third party service providers or any registry administrator, the terms and conditions of this Agreement shall govern as it relates to any rights and remedies as between you and Registrar.

- 22. Force Majeure.** Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Registrar may immediately terminate this Agreement and shall have no liability therefor.

23. General

You agree and acknowledge that any acceptance of your application for the Services and the performance thereof will occur at our offices in New York, New York, the location of our principal place of business.

Except as otherwise set forth herein, your rights under this Agreement are neither assignable nor transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to resell any of the Services without Registrar's prior express written consent.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Except as expressly stated herein, this Agreement shall not be construed to create any obligation by Registrar to any non-party to this Agreement.

The failure of Registrar to require your performance of any provision hereof shall

not affect the full right to require such performance at any time thereafter; nor shall the waiver by Registrar of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Registrar will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Registrar as reflected in the original provision.

INFORMATION FOR CALIFORNIA RESIDENTS:

Under California Civil Code Section 1789.3, California residents entitled to the following specific consumer rights information:

Complaints. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

Electronic Mail Acceptable Use Policy

Without exception, Registrar and Subcontractor decry the practice of mass-mailing unwanted email solicitations of any type, regardless of content, and we will do everything within our power to reduce the flood of this type of traffic across the Internet.

Unsolicited Bulk Email (popularly known as "spam")

- Any electronic mail customer who sends unsolicited advertisements or solicitations, commercial or otherwise, may have their account disabled and be disallowed further service.
- The electronic mail customer is responsible for ensuring that the services obtained from Registrar and Subcontractor are used in an appropriate manner. Therefore, the electronic mail customer must take steps to manage the use of the services obtained in such a way that network abuse is minimized. The electronic mail customer must also make contact information publicly available, and must respond in a timely manner to any complaints.

- Registrar and Subcontractor operations personnel have the option to immediately disable any account in order to forestall further abuse or damage to email systems.
- Unsolicited advertisements or solicitations sent from other networks which reference email accounts hosted at Subcontractor shall be treated as if they originated from the account referenced, unless there is sufficient reason given for Subcontractor operations staff to believe that the message truly originated with some unrelated party.
- Likewise, postings made to the Usenet newsgroups or other online forums which reference email accounts hosted at Subcontractor, and are deemed to be inappropriate according to the local ethical standards of that forum, may be treated in the same manner as unsolicited bulk email above.

Filtering of Incoming Email

- As owner of the equipment and other resources utilized to provide services, Subcontractor has the legal right to block electronic communications from other entities on the Internet.
- Customers should be aware that such blocking or filtering may take place if deemed necessary by designated members of the Subcontractor operations staff (or a third party chosen by Subcontractor and made known to the Customer.) Whenever possible, the party being blocked shall be made aware of such action before it occurs.

Illegal Activities

Services offered may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or of state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute.

- Registrar and Subcontractor reserve the right to cooperate with law enforcement and other legal authorities in investigating claims of illegal activity.
- Registrar and Subcontractor will not release any information regarding our customers (excepting that which is public knowledge, such as the WHOIS database) to any third party except upon presentation of a valid court order from a government or legal entity with proper jurisdiction. The customer agrees that Registrar and Subcontractor's judgement as to the validity of any such order shall be considered proper and final.

Right to Damages

- Registrar and Subcontractor consider most instances of unsolicited bulk email to be a theft of services and reserves the right to prosecute originators of same in a court of law.
- Registrar and Subcontractor reserve the right to collect damages (software, hardware, and man hours) if any harm is done to our network or equipment which requires repair or reconfiguration of any kind.
- If deemed appropriate by Registrar and Subcontractor, the customer will be billed not less than \$500 per individual complaint received by Registrar and Subcontractor staff.
- In addition, Registrar and Subcontractor reserve the right to collect punitive damages in recompense for any perceived loss of brand reputation.

Nothing contained in this document shall be construed to limit action Registrar or Subcontractor may take or remedies available to either of us in any way with respect to any of the described conduct. Registrar and Subcontractor reserve the right to take any additional actions we may consider appropriate with respect to such conduct, including without limitation taking action to recover costs and expenses of identifying offenders and removing them from our network or systems, and levying cancellation charges to cover costs in the event of disconnection for the causes outlined in this Policy document. In addition, Registrar and Subcontractor reserve at all times all rights and remedies available to us with respect to such conduct at law or in equity.

Non-enforcement of any policy or rule herein does not constitute consent or waiver, and Registrar and Subcontractor reserve the right to enforce such policy or rule at their sole discretion.

Definitions used in this document

- "Customer" refers to the business entity which has contracted with Registrar for email services.