

Transfer Agreement

This Transfer Agreement ("Agreement") sets forth the terms and conditions under which you, the domain name holder, may transfer your domain name registration to Register.com ("Registrar") You acknowledge and agree that you have read and agree to the terms and conditions of this Agreement, Registrar's Services Agreement [insert URL to Register.com We Bill End User Services Agreement hosted by ECHO], the accompanying dispute policy, and any rules or policies that are or may be published by Registrar from time to time.

Please note that this Agreement will become effective when accepted by Registrar. Registrar may elect to accept or reject your application for any reason at its sole discretion. If your transfer request is accepted, and your domain name registration is transferred to Registrar, the Services Agreement and Dispute Policy will apply to your domain name registration.

1. Terms of Transfer

When you transfer your domain name registration to Registrar you will be required to extend your existing registration for one year from the date your existing registration is set to expire, provided that the total unexpired term of a registration does not exceed ten (10) years. This additional year applies regardless of the period remaining on your current registration. You will not lose any of the time remaining on your current registration. Once the transfer has been authorized and processed, Registrar shall immediately become the registrar of record.

2. Initiation of Transfer

Only the authoritative holder of the domain name registration may initiate a request to transfer that domain name registration from another registrar to Registrar. You hereby represent that you have the full and complete authority as the holder of the domain name registration to initiate this transfer. Registrar, at its sole discretion, may require you to provide documentation that proves that you are the authoritative domain name holder and that you have initiated this transfer request.

The request to transfer a domain name registration from one registrar to another may be denied (a) during the first 60 days after initial registration of the domain name with the original registrar, (b) in accordance with circumstances described in the Domain Name Dispute Policy, (c) if there is a pending bankruptcy of the domain name holder, (d) if there is a dispute over the identity of the domain name holder, (e) by operation of law or (f) at the discretion of the then current registrar.

3. Fees

As consideration for the transfer of the domain name registered in your name to Registrar, you agree to pay Registrar, upon submission of your registrar transfer application to Registrar, the then-current fees set forth for such services. 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.

Your registrar transfer request will not be processed unless we receive actual payment of the transfer fee, or reasonable assurance of payment of the transfer fee from some other entity (such reasonable assurance as determined by Registrar in its sole

discretion).

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 your payment of the registrar transfer fee, you acknowledge and agree that the registration shall be transferred to Registrar as the entity that has paid the registrar transfer fee for that registration to the applicable registry, and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. We will reinstate any such registration solely at our discretion, and subject to our receipt of the applicable registrar transfer fee and our then-current reinstatement fee.

4. Limitation of Liability

YOU AGREE THAT REGISTRAR WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) SUSPENSION, LOSS, OR MODIFICATION OF YOUR DOMAIN NAME REGISTRATION, (b) INTERRUPTION OF BUSINESS, (c) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) ACCESSED BY THE DOMAIN NAME REGISTERED IN YOUR NAME, (d) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (e) EVENTS BEYOND REGISTRAR'S REASONABLE CONTROL, OR (f) THE PROCESSING OF THE TRANSFER OF THE DOMAIN NAME REGISTERED IN YOUR NAME TO REGISTRAR. REGISTRAR ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF REGISTRAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL REGISTRAR'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.

5. Indemnification of Registrar

You agree to defend, indemnify and hold harmless Registrar for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand related to breach of your representations and warranties hereunder or the transfer of the domain name registered in your name. This indemnification is in addition to any indemnification required under the Services Agreement or Dispute Policy.

6. Representations and Warranties

You represent and warrant that all information provided by you in connection with the transfer of the domain name you are seeking to transfer is accurate and current. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE TRANSFER OF THE DOMAIN NAME YOU ARE SEEKING TO TRANSFER, INCLUDING BUT NOT LIMITED TO WARRANTIES

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

7. Governing Law

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. 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.

8. General

You agree and acknowledge that any acceptance of your application to transfer the domain name registered in your name and the performance thereof will occur at our offices in New York, New York, the location of our principal place of business. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

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.