

Customer Agreements for Domain Name Registration Services

1. **Domain Name Registration Services.** Customer's Provider ("**Provider**") has indirectly selected a third party accredited registrar, Melbourne IT Limited (the "**DN Vendor**") to provide domain name registration services in the .com, .net and .org top-level domains. Customer agrees that the following terms relating to domain name registration services constitute an agreement not only between Customer and Provider, but also directly between Customer and DN Vendor. The term "register" or "registration," as used in this Agreement, shall be read to include any initial registration, renewal or transfer of a domain name.
2. **Acceptance of Applications.** Provider and DN Vendor reserve the right to reject any domain name registration application for any reason. Customer agrees that neither Provider nor DN Vendor shall be liable for any loss or damage that may result from such rejection.
3. **Representations and Warranties.** Customer represents and warrants that (i) neither the registration of the domain name nor the manner in which it is directly or indirectly used shall infringe the legal rights of any third party; (ii) all information provided in connection with any domain name registration is and shall remain accurate; and (iii) that Customer's registration and use of domain names will at all times be consistent with all applicable laws.
4. **Dispute Policy.** Customer agrees to be bound by the current Dispute Policy ("**Dispute Policy**") and the Dispute Policy procedures, incorporated by reference herein, for any dispute relating to a domain name registered through Provider. Customer understands that the Dispute Policy may change from time to time and agrees that maintaining the registration of a domain name after such changes or modifications to the Dispute Policy become effective constitutes Customer's acceptance of these changes or modifications. Without prejudice to other potentially applicable jurisdictions, Customer submits to the jurisdiction of the courts as provided in the Dispute Policy. The current version of the Dispute Policy may be found at <http://direct.inwww.com/dispute.shtml> , together with the corresponding dispute resolution procedures and rules ("**Dispute Rules**"), which may be found at <http://direct.inwww.com/icannprocedures.shtml>.
5. **Fees and Payment.** Customer agrees that all payment obligations relating to any domain name registration are exclusively between Customer and Provider, including all costs and fees for moving or transferring such domain name. DN Vendor shall not be liable for any refund or other payment to Customer in connection with the provision of registration services.

Customer will be notified by the Provider when renewal fees are due. Should these fees go unpaid within the time specified in any notice or reminder regarding renewal, Customer's registration will be cancelled.
6. **Required Information.** As part of the registration process, Customer will be required to provide certain information, including without

limitation contact information such as Customer's full name, postal address, email address, telephone number and fax number, if available ("**Personal Information**"). Customer agrees to update this information promptly as needed to keep it current, complete and accurate, and to add such additional information as Provider or its DN Vendor may reasonably require from time to time. Customer may access Customer's Personal Information and/or domain name registration information to review, modify or update such information by contacting their Provider.

CUSTOMER AGREES THAT CUSTOMER'S WILLFUL PROVISION OF INACCURATE OR UNRELIABLE INFORMATION, WILLFUL FAILURE PROMPTLY TO UPDATE INFORMATION PROVIDED TO PROVIDER OR ITS DN VENDOR OR FAILURE TO RESPOND FOR MORE THAN FIFTEEN (15) CALENDAR DAYS TO INQUIRIES CONCERNING THE ACCURACY OF CONTACT DETAILS ASSOCIATED WITH ANY REGISTRATION SHALL CONSTITUTE A MATERIAL BREACH JUSTIFYING CANCELLATION OF SUCH REGISTRATION.

7. Use of Personal Information. Customer agrees and acknowledges that DN Vendor and Provider will share Personal Information with each other, with the Internet Corporation for Assigned Names and Numbers ("ICANN"), with registry administrator(s), and with other third parties as ICANN and applicable laws and/or policies may require or permit. Customer further agrees and acknowledges that Provider and/or DN Vendor shall be permitted (and in some cases may be required) to make the Personal Information publicly available, or directly available to third party vendors, for purposes of inspection (such as through WHOIS service), targeted marketing or other purposes as required or permitted by ICANN and applicable laws and/or policies.

Each of Provider and DN Vendor agrees that it will not process data about any identified or identifiable natural person that it obtains from Customer in a way incompatible with the purposes and other limitations described in this agreement, and will take reasonable precautions to protect the information it obtains from Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction.

8. Third Party Information. In the event that Customer provides information about a third party in the course of any registration, Customer hereby represents and warrants that Customer has (i) provided notice to that third party of the disclosure and use of the party's information, and (ii) obtained that third party's express consent to the disclosure and use of that party's information as set forth herein. If Customer is registering a domain name for someone else, Customer represents and warrants that Customer has the authority to bind that person as a principal to all terms and conditions herein, including the Dispute Policy. If Customer licenses or otherwise permits third parties to use the domain name, Customer will remain the responsible contracting party hereunder and the domain name holder of record, and will be responsible for all obligations under this agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both Customer's own full contact information and accurate technical, administrative, billing and zone contact information adequate

to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

9. Changing Registrars. Under governing ICANN policies, domain name registrations may not be transferred to another registrar within sixty (60) days of initial registration. In addition, a transfer of a domain name registration to another registrar will be subject to the applicable registry's transfer policies.

10. Change of Ownership. If Customer wishes to transfer any domain name to another person or entity, Customer may request ownership transfer services by requesting a domain name ownership transfer by contacting the Provider. Customer acknowledges and agrees that as a condition of any such transfer of ownership, the entity to which the domain name is transferred shall agree to be bound by all terms and conditions herein, the Dispute Policy and its accompanying rules and procedures, and all then-current DN Vendor, ICANN, or Provider policies relating to domain name registration.

11. Modifications. Customer agrees that these terms and conditions relating to registration services (including the Dispute Policy) may be revised. Any such revision will be binding and effective immediately on posting of the revised terms on either the DN Vendor's or Provider' Web site. Customer agrees to review these Web sites periodically to be aware of any such revisions. The continued use of any domain name registered shall constitute Customer's acceptance of such revisions. IF CUSTOMER DOES NOT AGREE TO ANY SUCH REVISIONS, CUSTOMER'S SOLE REMEDY SHALL BE TO REQUEST THAT A DOMAIN NAME REGISTRATION BE CANCELED OR TRANSFERRED TO A DIFFERENT DOMAIN NAME REGISTRAR.

12. Breach and Revocation. Each of Provider and DN Vendor reserves the right to suspend, cancel, transfer or modify any domain name registration immediately: (i) in the event Customer breaches any provision of this Agreement (including the Dispute Policy); (ii) as required or permitted by the Dispute Policy or any ICANN or registry policy or procedure; (iii) to correct any errors by DN Vendor, or any other registrar or the registry administrator; (iv) in order to resolve disputes concerning the domain name; or (v) in response to an order from a court of competent jurisdiction, or arbitration award.

13. Domain Name Registrar Transfers. If Customer is transferring a domain name from a different domain name registrar of record to Provider and its DN Vendor, the following terms shall apply: In making the transfer request, Customer represents and warrants that: (i) Customer is the rightful holder of the registration for the domain name(s) to be transferred; (ii) Customer is not in default with respect to any obligations owed to the current registrar of record; (iii) Customer is not the subject of any pending bankruptcy proceeding; (iv) the domain name(s) are not currently the subject of any dispute or collection effort, including any attachment, levy, lien, garnishment, escrow or other proceedings; (v) Customer is legally authorized to request the transfer; and (vi) more than 60 days have passed since the domain name(s) was registered, transferred to a new registrar, or renewed. Customer agrees that neither Provider nor its DN Vendor will

have any responsibility for any obligations owed to the current registrar of record for the domain name(s) transferred, and Customer will be responsible for any costs that Provider or its DN Vendor may incur in resolving any claims brought by any third party (including the current registrar of record) relating to this transfer. Customer hereby authorizes Provider and its DN Vendor to take all actions reasonably necessary to transfer the domain name(s), including contacting and updating registration information with the current registrar of record and the registry.

14. Disclaimer of Liability. To the extent permitted by law, Customer agrees that neither Provider nor DN Vendor, nor any of their respective suppliers or service providers, has any liability to the Customer for any loss Customer may incur in connection with the processing of any registration, or the processing of any authorized modification to the domain name's record during the covered period, or the failure by the Customer's agent to pay either the registration fee or renewal fee, or as a result of the application of the provisions of the Dispute Policy.

15. Indemnity. In addition to any indemnification obligation that Customer may owe to Provider hereunder, Customer agrees to indemnify, keep indemnified and hold DN Vendor and any registry administrator, and their respective directors, officers, employees and agents, harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Customer's domain name registration or to the Customer's use of the domain name.

CUSTOMER AGREES THAT THE DOMAIN NAME REGISTRATION SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. PROVIDER, DN VENDOR AND EACH OF THEIR RESPECTIVE SUPPLIERS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PROVIDER, DN VENDOR AND EACH OF THEIR RESPECTIVE SUPPLIERS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT THE DOMAIN NAME REGISTRATION SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES PROVIDER, DN VENDOR OR ANY OF THEIR RESPECTIVE SUPPLIERS OR SERVICE PROVIDERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE REGISTRATION SERVICES. WITHOUT ANY LIMITATION TO THE FOREGOING, PROVIDER, DN VENDOR AND EACH OF THEIR RESPECTIVE SUPPLIERS AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL PROTECT CUSTOMER EITHER FROM CHALLENGES TO ANY DOMAIN NAME REGISTRATION OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO CUSTOMER.

NEITHER PROVIDER, DN VENDOR NOR ANY OF THEIR RESPECTIVE SUPPLIERS OR SERVICE PROVIDERS WILL 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 ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT PROVIDER', DN VENDOR'S AND THEIR RESPECTIVE SUPPLIERS' AND SERVICE PROVIDERS' ENTIRE AGGREGATE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, WITH RESPECT TO ANY REGISTRATION SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNTS PAID FOR SUCH SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Provider's and DN Vendor's suppliers and service providers are hereby named as express third party beneficiaries with respect to any limitations on liability, disclaimers, indemnities, and other provisions that may limit any obligation that might otherwise be owed to Customer contained herein.

Name _____ **Date** _____

Name _____ **Date** _____