

## **DomainNameHostingDesign.com, DNHD/Affiliates, and TIBUSA, Service Agreement**



Effective as of : September 1, 2009

Last updated February 1, 2019

### **1. AGREEMENT.**

In this Service Agreement ("Agreement") "you" and "your" refer to each customer, "DomainNameHostingDesign.com, TIBUSA, DNHD Affiliates", "we", "us" and "our" refer to DNHD and "Services" refers to the domain name registration, email, hosting or any related services provided by us as offered through DNHD, the Registration Service Provider ("RSP"). This Agreement and the schedules and appendices hereto (which form an integral part of this Agreement) explain our obligations to you, and explain your obligations to us for various Services

### **2. SELECTION OF A DOMAIN NAME.**

You represent that, to the best of your knowledge and belief, neither the registration of the domain name you desire to have registered, or renewed or maintain registration for (the "Domain Name") nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the Domain Name is not being registered for any unlawful purpose.

### **3. FEES.**

As consideration for the services you have selected, you agree to pay to us the applicable service(s) fees. All fees payable hereunder are non-refundable. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You, by accepting this Agreement represent that the statements in your application are true.

### **4. TERM.**

You agree that this Agreement will remain in full force during the length of the term of your Domain Name Registration. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Service Agreement will be extended accordingly. Subject to earlier termination as provided by this Agreement, this Agreement will remain in full force during the length of the term of your Domain Name Registration as selected, recorded, and paid for upon registration of the Domain Name.

For all sunrise and landrush registrations, the registration period of the Specified TOP Level domain in question will vary as per the policy guidelines set by the governing registry.

### **5. MODIFICATIONS TO AGREEMENT.**

You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our web site, or on notification to you by e-mail or regular mail as per the Notices section of this agreement. You agree to review our web site,

including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this agreement. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate this Agreement are non-refundable except if we expressly advise you to the contrary in a schedule or appendix to this Agreement. You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), you shall abide by any such revisions or changes. You further agree to be bound by and comply with the Registration Rules and Policies and Dispute Resolution Rules and Policies of the registry for the top level domain ("TLD Registry") and/or the registry of the second level domain ("SLD Registry") you seek to register within, as such policies may be amended or modified from time to time. To the extent of conflict between this agreement and the rules and policies of the TLD Registry or SLD Registry, this agreement shall prevail. You agree that the TLD Registry, and SLD Registry (if applicable) has the right to enforce its rules and policies.

## **6. MODIFICATIONS TO YOUR ACCOUNT.**

In order to change any of your account information with us, you must use your Account Identifier and Password that are assigned when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. You are solely responsible for maintaining the confidentiality of your login name, account number or password we will not be liable for the unauthorized use or misuse of your Account Identifier and/or Password or security authentication option.

## **7. DOMAIN NAME DISPUTES.**

You agree that you will be subject to the domain name dispute provisions specified for each domain as outlined in Appendix A. Further, in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless absolutely.

## **8. DOMAIN TRANSFERS.**

All domain transfers between registrars are governed by ICANN's Inter-Registrar Transfer Policy, which is currently available on ICANN's website at <http://www.icann.org/transfers/>. You agree that in the case where you want to transfer your domain to DomainNameHostingDesign.com or from DomainNameHostingDesign.com to another Registrar, you will follow our confirmation procedures to facilitate the transfers. The DNHD Transfer Policy may also be found online on our website.

## **9. REGISTRY POLICY.**

You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any policy adopted by us and by the governing TLD Registry and any SLD Registry applicable to your domain (1) to correct mistakes by the applicable Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the domain name.

## **10. USE OF OUR SERVICE.**

The following actions may result in the immediate termination of your Service account without recourse and should NOT be done: (1) sending unsolicited email messages that contain ANY

email or web addresses from your account to online users, (2) posting messages that contain your Service addresses in Usenet Newsgroups that are unrelated to your product or service(s) forging your "From" Address in an email message, or newsgroup posting, with your Service addresses, giving the impression that the message or posting originated from DomainNameHostingDesign.com or its affiliated sites. You agree to be bound by our Acceptable Use Policy, as appended hereto, and as we may amend from time to time in our discretion. You agree to be bound by our Deletion, Auto-Renewal and Redemption Policy, and our Transfer Policy, and by any other policies as posted to the DomainNameHostingDesign.com website. In the event of a charge back by a credit card company on any fees charged by DomainNameHostingDesign.com for the above services, the domain name registration shall be transferred to DomainNameHostingDesign.com as the owner of the domain name. DomainNameHostingDesign.com may reinstate your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and any current bank fees, or may cancel your registration.

If for any reason DNHD is unable to charge your payment method for the full amount owed DNHD for the Services provided, or if DNHD is charged a penalty for any fee it previously charged to the payment method, you agree that DNHD may pursue all available remedies in order to obtain payment. If you pay by credit card and if for any reason DNHD is unable to charge your credit card with the full amount of the services provided, or if DNHD is charged back for any fee it previously charged to the credit card you provided, you agree that DNHD may pursue all available remedies in order to obtain payment. You agree that among the remedies DNHD may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any domain names or Services registered or renewed on your behalf. DNHD reserves the right to charge a reasonable administrative fee for administrative tasks outside the scope of its regular Services, including additional costs that it may incur in providing the Services and pass along to you. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, fees incurred by third parties you have elected to use as payment methods, including PayPal, and disputes that require legal services. These charges will be billed to the payment method we have on file for you.

You agree that you are solely liable for arranging that your Services are renewed, and that DNHD shall not be liable to you or any third party if it is unable to charge Your payment method in order to renew Your Services.

## **11. AGENCY.**

Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name. You also represent that you have provided notice of the terms and conditions in this Agreement to the third party and that the third party agrees to the terms of Disclosure and Use of Registration Information (sections 20 of this Agreement).

## **12. YOUR AGENTS.**

You agree that, if your agent, (e.g. your administrative contact, Internet Service Provider, employee) purchased our Service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Your continued use of our Services ratifies any unauthorized actions of your agent. By using your Account Identifier and Password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our Services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

## **13. ANNOUNCEMENTS.**

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

## **14. LIMITATION OF LIABILITY.**

You agree that our entire liability, and your exclusive remedy, with respect to any Service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such Service(s). DomainNameHostingDesign.com and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the our services or for the cost of procurement of substitute services. Because some states and provinces do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or provinces, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your Customer Account ID or Password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your service and/or Web site; (8) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized or unauthorized modification to your domain name record, or your agent's failure to pay any fees, including the initial registration fee or renewal fee; or (9) loss or liability as a result of the application of the dispute resolution policy. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or 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 we have been advised of the possibility of such damages. In no event shall our maximum liability exceed two hundred and fifty (USD250.00) U.S. dollars.

## **15. INDEMNITY.**

You agree to release, indemnify, defend and hold us, (and the applicable registry for any TLD and/or SLD domain in which you are applying for services hereunder, including but not limited

to VeriSign, Inc., Public Interest Registry, Afilias Limited, NeuLevel, Inc., SITA, Tralliance, EmployMedia, mTLD)), our (and their) contractors, agents, employees, officers, directors, shareholders and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name. Your indemnity will survive termination of this Agreement.

#### **16. TRANSFER OF OWNERSHIP.**

The person named as Owner/Registrant at the time the controlling Account Identifier and Password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion) along with the applicable transfer fee. If the Transferee fails to be bound in a reasonable fashion (as determined by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

**17. BREACH AND TERMINATION.** You agree that failure to abide by any provision of this Agreement, any operating rule or policy, including our Acceptable Use Policy, or the Dispute Resolution Policy, or other Policies as posted on the DNHD website as provided by the governing registry and outlined in an appendix hereto, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you.

If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and all other information related to you on our Service. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

Your willful provision of inaccurate or unreliable information, your willful failure to promptly update information provided to us, or your failure to respond for over fifteen (15) calendar days to inquiries by us concerning the accuracy of contact details associated with the your registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration.

Upon termination we will cease charging your credit card, if applicable, for any monthly service fees as of the expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by us, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly

or annual subscription being paid over time). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs we incur in closing your account. You agree to pay any and all costs incurred by us in enforcing your compliance with this Section. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. In addition to the terms set forth herein, certain services may have additional terms regarding termination, which are set forth in the applicable Schedule. In addition, if you have purchased our Service(s), which are sold together as part of a "bundled" package of services, any termination relating to any part of such bundle will terminate all of our Services included in such bundle. For instance, any domain name registered with or maintained by us under this Agreement as part of a package of Services pertaining to that domain name will be cancelled and may thereafter be available for registration by another party. Upon the effective date of termination, we will no longer provide the bundled Service(s) to you, any licenses granted you shall immediately terminate, and you shall cease using such Services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain Services included in the bundled Services to stand alone Services.

#### **18. NO GUARANTY.**

You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to the registration, reservation, or use of the domain name.

#### **19. DISCLAIMER OF WARRANTIES.**

You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is", "as available" basis. We and our licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service(s) will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service(s) is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service(s) or any transactions entered into through the Service(s). No advice or information, whether oral or written, obtained by you from us or through the Service(s) shall create any warranty not expressly made herein.

#### **20. INFORMATION.**

As the Registrant/Contact of your domain, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (1) Your name and postal address (or, if different, that of the domain name holder); (2) The domain name being registered; (3) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name. (4) The name, postal address, e-mail address,

and voice and fax (if available) telephone numbers of the technical contact for the domain name. (5) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name. Any other information which we request from you at registration is voluntary. Any voluntary information we request is collected such that we can continue to improve the products and services offered to you through us or your RSP. We do not guarantee the security of your domain name registration records, and you assume all risks that the security option you select is compromised as a result of fraudulent, unauthorized or illegal activity.

## **21. DISCLOSURE AND USE OF REGISTRATION INFORMATION.**

You agree and acknowledge that we will make domain name registration information you provide available to the registry governing the domain name being registered, to the registry Administrators, and to other third parties as the registry and applicable laws may require or permit. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by the registry and the applicable laws. You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us. You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain management service, or similar service, made available by us through your RSP. 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. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

## **22. RIGHT OF REFUSAL.**

We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Services within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Services, or we delete your domain name or other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services.

## **23. OWNERSHIP.**

Except as otherwise set forth herein, all right, title and interest in and to all, (1) registered and unregistered trademarks, service marks and logos; (2) patents, patent applications, patentable ideas, inventions, and/or improvements; (3) trade secrets, proprietary information, and know-how; (4) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (5) registered and unregistered copyrights including, without limitation, any forms, /images, audiovisual displays, text, software and (6) all other intellectual

property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Services identified herein ("DomainNameHostingDesign.com Intellectual Property Rights") are owned by DomainNameHostingDesign.com or its licensors, and you agree to make no claim of interest in or ownership of any such DomainNameHostingDesign.com Intellectual Property Rights. You acknowledge that no title to the DomainNameHostingDesign.com Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in DomainNameHostingDesign.com or its licensors' Services, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by DomainNameHostingDesign.com and all right, title and interest in and to each such Derivative Work shall automatically vest in DomainNameHostingDesign.com. DomainNameHostingDesign.com shall have no obligation to grant you any right in any such Derivative Work.

#### **24. DOMAIN NAMES CONTAINING SYMBOLS AND NON-ENGLISH LANGUAGE LETTERS AND CHARACTERS ("Multilingual Domain Name" or "MDN").**

Internet standards and protocols for the use of MDNs, and for the resolution and/or ASCII-based translation of such names are subject to evolving technical standards. Modifications to such standards may be made by us and by third parties without notice to you. You assume all risks that such changes may impair or prevent your ability to use the MDN you have registered. You further understand and agree that we may interrupt or deny MDN registration services to you, temporarily or permanently, as a result of such changes. You further assume all risks that the Internet addressing system will not recognize an MDN you have registered or otherwise will not enable such MDN to function as an Internet address. We may, but shall not be obligated to, make any and all modifications to an MDN registration, including without limitation changing the MDN's ASCII-based translation, that we deem necessary or appropriate for the purpose of bringing an MDN registration into conformance with evolving technical standards. Such modifications may be made without notice to you. In the event we elect to make such modifications, you agree to hold us harmless from any claims, liabilities or demands arising from such modifications. You specifically acknowledge and agree that an MDN shall be considered a domain name for purposes of the Domain Name Dispute Policy and the provisions relating thereto in this Agreement. Your registration may also be subject to cancellation in the event we receive a formal written objection to your registration from any legitimate authority, including any government body and any trademark owner, and such objection is not capable of being addressed by such Domain Name Dispute Policy without cost to us and without a complete indemnity of us by you.

#### **25. SEVERABILITY.**

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.



**26. NON-AGENCY.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

**27. NON-WAIVER.** Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

**28. NOTICES.**

Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. In the case of e-mail notification to us or to the RSP shall be sent to info@ DomainNameHostingDesign.com or, in the case of notice to you, to the e-mail address provided by you in your WHOIS record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing and, in the case of notification to us or to the RSP shall be sent to:

Redstrom & Tait, LLC / DNHD  
P.O. Box 9854  
Phoenix, AZ 85068

and in the case of notification to you shall be to the address specified in the "Administrative Contact" in your **WHOIS** record.

**29. ENTIRETY.**

You agree that this Agreement, the schedules and appendices hereto, the rules and policies published by us, including our Acceptable Use Policy, and the Dispute Policy, and any other Policies as published on our website, are the complete and exclusive agreement between you and us regarding our Services. This Agreement supersedes all prior agreements and understandings, whether established by custom, practice, policy or precedent.

**30. GOVERNING LAW.**

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

NOTWITHSTANDING THE FOREGOING, FOR THE ADJUDICATION OF DISPUTES CONCERNING OR ARISING FROM USE OF DOMAIN NAMES REGISTERED AT DOMAINNAMEHOSTINGDESIGN.COM, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL SUBMIT, WITHOUT PREJUDICE TO OTHER POTENTIALLY APPLICABLE

JURISDICTIONS, TO THE JURISDICTION OF THE COURTS (1) OF THE DOMAIN NAME REGISTRANT'S DOMICILE, AND (2) WHERE NAMESBEYOND.COM IS LOCATED, CURRENTLY ONTARIO, CANADA.

**31. INFANCY.**

You attest that you are of legal age to enter into this Agreement.

**32. EXPORT RESTRICTIONS.**

You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any DomainNameHostingDesign.com Services in violation of the laws and regulations of any applicable jurisdiction.

**33. U.S. GOVERNMENT USERS.**

In the event any software is provided by DomainNameHostingDesign.com to a U.S. Government User, the software and accompanying documentation which are used as part of the DomainNameHostingDesign.com Service are "commercial items", as such terms are defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (Jun 1995), all U.S. Government entities acquiring the use of the Service and accompanying documentation shall have only those rights set forth herein.

**34. 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 (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) 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, DomainNameHostingDesign.com may immediately terminate this Agreement.

**35. SURVIVAL.**

In the event this Agreement terminates as provided herein, Sections 1, 2, 3, 4, 11, 13, 14, 15, 16, 17, 18, 19, 21, and 22 through 35 of this Agreement, and those schedules and appendices and parts thereof which are specified as surviving termination, shall survive such expiration or termination.

**36. ACCEPTANCE OF AGREEMENT.**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY

REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

## **APPENDIX A**

### **PROVISIONS APPLICABLE TO SPECIFIC DOMAINS**

#### **.COM/.NET/.ORG, .INFO, .TV Domain Names**

You shall comply with the Uniform Domain Name Dispute Resolution Policy identified on ICANN's website (<http://www.icann.org/udrp/udrp-policy-24oct99.htm>), until different policies and procedures are established by ICANN for resolution of Domain Name disputes. You agree that, if your use of our Domain Name registration services is challenged by a third party, you will be subject to the provisions specified in Registry's dispute policy in effect at the time of the dispute.

#### **.MOBI DOMAIN NAMES**

You 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.

Furthermore, Registrant acknowledges and agree that this style guide is subject to modification by the registry with any such changes appearing at the previously designated URL and that the registrant must promptly comply with any such changes in the time allotted.

#### **.AERO DOMAIN NAMES**

1. to the best of Registrant's knowledge and belief, neither its registration of the domain name registration of the domain name nor the manner in which it is directly or indirectly used, infringes the legal rights of a third party; and
2. the domain name complies with the Policy.

Any breach of this warranty will constitute a material breach.

The administration of the .aero domain relies upon the information and warranties supplied by the Registrant.

By applying for a .aero domain name, the Registrant:

warrants that the Registrant meets the eligibility requirements set at this Policy; warrants that the domain name complies with this policy; warrants that the information provided by the Registrant is complete, true and correct; warrants that the registration and use of the .aero domain name does not breach any third party's rights (such as those of a registered trademark holder); warrants that they have read and understood this policy and proceed on the basis that this policy is legally binding; and indemnifies the Sponsor to the full extent legally permitted against all claims and demands from third parties regarding registration and use of the .aero domain name.

### **.BIZ Domain Names>**

You shall comply with the Uniform Domain Name Dispute Resolution Policy (the "UDRP") identified on ICANN's website (<http://www.icann.org/udrp/udrp-policy-24oct99.htm>), the Start-up Trademark Opposition Policy (the "STOP") (<http://www.neulevel.biz/ardp/docs/stop.html>) and the Restrictions Dispute Resolution Policy (the "RDRP") (<http://www.neulevel.biz/ardp/docs/rdrp.html>) identified on the Registry's website, until different policies and procedures are established by ICANN and/or the Registry for resolution of Domain Name disputes. You agree that, if your use of our Domain Name registration services is challenged by a third party, you will be subject to the provisions specified in Registry's dispute policy in effect at the time of the dispute.

### **.NAME Domain Names**

You shall comply with the Uniform Domain Name Dispute Resolution Policy identified on ICANN's website (<http://www.icann.org/udrp/udrp-policy-24oct99.htm>) and the Eligibility Requirements Dispute Resolution Policy ("ERDRP") (<http://www.name.com/corporate/downloads/erdrp.pdf>) identified on the Registry's website, until different policies and procedures are established by ICANN and/or the Registry for resolution of Domain Name disputes. You agree that, if your use of our Domain Name registration services is challenged by a third party, you will be subject to the provisions specified in Registry's dispute policy in effect at the time of the dispute.

### **.FRN.CA Domain Names**

- .FRN.CA registrants must meet [Canadian Presence Requirements](#) as defined by [CIRA](#) (Canadian Internet Registration Authority).
- All Domain Disputes are subject to CIRA's domain dispute policies as amended from time to time.
- Domains cannot begin or end with a hyphen.
- Multilingual characters, accented characters and symbols are supported - See Appendix B.
- Domain name owners are not permitted to sell or operate on behalf of a third party subdomains (e.g. subdomain.domainname.frn.ca). This shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration.

### **.BZ and .KR.COM Domain Names**

- Multilingual characters, accented characters and symbols are supported - See Appendix B.
- You shall comply with the Uniform Domain Name Dispute Resolution Policy identified on ICANN's website (<http://www.icann.org/udrp/udrp-policy-24oct99.htm>), until different policies and procedures are established by ICANN for resolution of Domain Name disputes. You agree that, if your use of our Domain Name registration services is challenged by a third party, you will be subject to the provisions specified in Registry's dispute policy in effect at the time of the dispute.
- Domain name owners are not permitted to sell or operate on behalf of a third party sub-

domains (e.g. subdomain.domainname.bz or subdomain.domainname.kr.com). This shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration.

## **.BANK and .INSURANCE Domain Names**

### .BANK Policies

All policies governing the use of .BANK domain names and the .BANK TLD are at :

<https://www.ftld.com/WP/policies/>.

These include, but are not limited to:

- Acceptable Use / Anti-Abuse Policy
- Name Allocation Policy
- Name Selection Policy
- Policy Development Process Policy
- Privacy Policy
- Registrant Eligibility Policy
- Registration Eligibility Dispute Resolution Policy
- Reserved Names Challenge Policy
- Sunrise Dispute Resolution Policy
- Whois Access Policy

### .INSURANCE Policies

All policies governing the use of .INSURANCE domain names and the .INSURANCE TLD are

at <https://www.ftld.com/WP/policies/>.

These include, but are not limited to:

- Acceptable Use / Anti-Abuse Policy
- Name Allocation Policy
- Name Selection Policy
- Policy Development Process Policy
- Privacy Policy
- Registrant Eligibility Policy
- Registration Eligibility Dispute Resolution Policy
- Reserved Names Challenge Policy
- Sunrise Dispute Resolution Policy
- Whois Access Policy

### .BANK and .INSURANCE Obligations and Requirements

1. Registrants are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.

2. Obligations of Registered Name Holder Registrants. All Registered Name Holders must enter into a Registration Agreement with us. The Registered Name Holder acknowledges and agrees that the Registry Operator reserves the right to deny, cancel or transfer any Registered Name registration or transaction, or place any Registered Name (s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion:

(i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs),

(ii) to correct mistakes made by Registry Operator, Registry Service Provider, Registry Verification Agent, Registrar and/or any other contractually obligated vendors in connection with a domain name registration, or

(iii) for the non-payment of Fees to Registry Operator. The Registered Name Holder in the Registry TLDs provide consent for the Registry Operator to collect and use Personal Data provided to the Registry Operator.

3. Registrants must comply with 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, disclosure of data, and financial disclosures.

4. Registrants who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

5. Registrants must provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.

6. Registrants must be able to represent that they possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.

7. Registrants must report any material changes to the validity of their authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD in order to ensure they continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.

8. Proxy/Privacy registrations are prohibited.

9. Time of Entry Disputes. In the event of any dispute concerning the time of the entry of a Registered Name registration into the Registry System, the timestamp shown in the Registry System records shall control.

10. Registrants shall conform to the Registry Operator's Operational Requirements, including those set forth on Registry Operator's website at <https://www.ftld.com/resources>, <https://www.ftld.com/faq-registrar> and <https://www.ftld.com/faq-dotinsurance> or <https://www.ftld.com/faq-dotbank/> (as applicable). Registrant acknowledges that any additional or updated Registry Operator's Operational Requirements shall be effective upon Registry

Operator's notification to DNHD of the establishment of such addition or update.

11. Premium Registration Pricing Notification. Non-standard domains have non-uniform registration and renewal pricing such that the Registration Fee for a non-standard domain name registration (e.g., domain names allocated through Request for Proposal or auction, single-characters, two-letters) may differ from the Registration Fee for a standard domain name registration in the TLD.

More detailed information on security standards in effect for this TLD is available at <https://www.ftld.com/enhanced-security/>. This URL is the authoritative source of information and requirements regarding Security Requirements for registrants in the .BANK and .INSURANCE TLDs.

### **.NGO and .ONG Domain Names**

1. Registered Name Holders in the .NGO and .ONG TLDs hereby indemnify, defend and hold harmless PIR, its member and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and content of the Directory and Portal. This indemnification obligation shall survive the termination or expiration of the registration agreement.

2. Registered Name Holders must comply with the following requirements (as applicable):

2.1. ICANN standards, policies, procedures, and practices for which PIR has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

2.2. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by PIR in a non-arbitrary manner and applicable to all registrars, including affiliates of PIR, and consistent with ICANN's standards, policies, procedures, and practices and PIR'S Registry Agreement with ICANN. Additional or revised PIR operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by PIR to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's registration agreement, the terms of this Agreement shall supersede those of the Registrar's registration agreement.

3. With respect to proceedings commenced under the Uniform Rapid Suspension ("URS"), DNHD will accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed; provided, however, DNHD will not renew a domain name to a URS Complainant who prevailed for longer than one year.

4. Registered Name Holders hereby:

4.1. consent to the use, copying, distribution, publication, modification and other processing of

Registered Name Holder's Personal Data by PIR and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 of the PIR .NGO/.ONG Registry-Registrar Agreement (RRA);

4.2. submit to proceedings commenced under ICANN's dispute resolution procedures relating to Rights Protection Mechanisms (RPMs), including, without limitation, the obligation to handle payments for renewals or restoration by the Complainant in any proceeding in cases where the Complainant prevails;

4.3. submit to proceedings commenced under PIR's Restrictions Dispute Resolution Policy ("RDRP"), available at <http://domain.adrforum.com/main.aspx?itemID=2246>;

4.4. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;

4.5. agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the RDRP, the RPMs and the dispute resolution procedures relating thereto, and further to acknowledge that PIR has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RDRP, the RPMs and the dispute resolution procedures relating thereto, 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 the outcome of any dispute resolution proceeding; and

4.6. acknowledge and agree that PIR reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name bundle(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of PIR, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement (5) as part of Validation procedures or (6) to correct mistakes made by PIR or any Registrar in connection with a domain name registration. PIR also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

4.7. acknowledge and agree that Registered Name Holders are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and further, that consistent with applicable law and any related procedures, any prohibited activity described herein may result in remedial measures including, but not limited to, the denial, cancellation or transfer of any registration or transaction, the placement of or more registry lock functions on any domain name and the suspension of the domain name.

## **APPENDIX B**

### **MULTILINGUAL CHARACTERS AND SYMBOLS SUPPORTED**



## I. Primary Languages:

Chinese (BIG5)	Japanese (SHIFT-JIS)
Chinese (GB2312)	Korean (KSC5061)
Japanese (EUC-JP)	

## II. Secondary Languages:

IPA Extensions	Latin Extended Additional
Spacing Modifier Letters	Hindi
Greek	Hiragana
Cyrillic	Katakana
Armenian	Bopomofo
Hebrew	Hangul Compatibility Jamo
Arabic	Kanbun
Syriac	Bopomofo Extended
Thanna	Enclosed CJK Letters and Months
Devanagari	CJK Compatibility
Bengali	CJK Unified Ideographs Extension A
Gurmukhi	CJK Unified Ideographs
Gujarati	Yi Syllables
Oriya	Yi Radicals
Tamil	Hangul Syllables
Telugu	CJK Compatibility Forms
Kannada	Small Form Variants
Malayalam	Arabic Presentation Forms-B
Sinhala	Halfwidth and Fullwidth Forms
Thai	Specials
Lao	Old Italic
Tibetan	Gothic
Myanmar	Deseret
Georgian	Byzantine Musical Symbols
Hangul Jamo	Musical Symbols
Ethiopic	Mathematical Alphanumeric Symbols
Cherokee	CJK Unified Ideographs Extension

	B
Unified Canadian Aboriginal Syllabic	CJK Compatibility Ideographs Supplement
Ogham	Tags
Tags	Finnish
Khmer	French
Mongolian	Mongolian
Spanish	Swedish
Swedish	Norwegian
Russian	

### III. Symbols:

" \$ "	" ( "
" & "	" ) "
" * "	" [ "
" ! "	" ] "
" ' "	" , "
" + "	" ^ "
" = "	

### IV. Euro Symbol:

Yen Symbol  
British Pound Symbol  
US Cent Symbol  
Italian Lira

### V. Restricted Symbols (do not function for e-mail):

"%"	">"
"@"	":"
"("	","
")"	","
"["	""
"]"	""
"{"	"\"
"}"	"#"

"<"

## **APPENDIX C**

### **ACCEPTABLE USE POLICY**

#### **Introduction.**

This Acceptable Use Policy encourages the responsible use of DomainNameHostingDesign.com services and delineates the relatively narrow range of uses of specified NamesBeyond.Com services that are contrary to DomainNameHostingDesign.com's mission, generally because such uses either pose an unacceptable risk to the stability, integrity, or quality of DomainNameHostingDesign.com's systems or the systems of its vendors, or harm (or threaten to harm) the rights and interests of third parties. Uses of the DomainNameHostingDesign.com services described below are prohibited.

#### **E-mail Services.**

You are solely responsible for the content of your transmissions through any e-mail Service we provide. You agree to comply with all applicable local, state, national and international laws and regulations regarding e-mail communications and use. You agree: (a) to comply with Canadian and U.S. law regarding the transmission of technical data exported from Canada and the United States through the e-mail Service; (b) not to use the e-mail Service for illegal purposes; and (c) not to interfere with or disrupt networks connected to the e-mail Service. Without limiting the foregoing, you agree we may terminate any e-mail account which we believe, in our sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk e-mail. You agree not to transmit through the e-mail Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, gives rise to civil liability or otherwise violates any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. You agree not to interfere with another customer's use and enjoyment of the e-mail Service or another entity's use and enjoyment of similar services.

You agree that DomainNameHostingDesign.com 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 the e-mail service considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected.

#### **E-Commerce Services.**

You may not use any e-commerce Services we provide for the activities listed below. If you violate this provision, we may terminate this Agreement, with or without notice to you, in which case you will no longer be able to use any such Services. You may not use our e-commerce Services (or any part of the E-Commerce Services) to display or otherwise use any material, content, software or information that contains any of the following: (a) material that violates local, state, federal, or international laws, rules, regulations, or ordinances, including, but not limited to, laws regarding the transmission of technical data exported from the United States; (b) any material that violates or infringes in any way the rights, including copyrights, trademark

rights or other intellectual property rights, of any party; (c) hate propaganda; (d) fraudulent material or fraudulent activity; (e) any material that is threatening, abusive, harassing, defamatory, invasive of privacy or publicity rights, invasive of property rights (i.e., to gain unauthorized access), vulgar, obscene, profane, indecent, or otherwise objectionable or inappropriate, all as we may determine in our sole discretion; (f) any material that promotes, encourages, or provides instructional information about illegal activities, criminal activities, or activities that would give rise to civil liabilities; (g) any software, information, or other material that contains or perpetuates a virus, "Trojan Horse," corrupted data, a "denial of service" situation, or other harmful effect; or (h) any means to deliver unsolicited bulk email. You are solely responsible for the content of your transmissions through our e-commerce Services. You agree not to interfere with anyone's use and enjoyment of our e-commerce Services. You agree that we will under no circumstances be held liable on account of any action we take to restrict transmission of material that we or any user of our e-commerce Services considers to be obscene, indecent, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected. You agree that if we believe, in our sole discretion, that your conduct or use of our e-commerce Services violates the usage guidelines set forth above, we may immediately terminate this Agreement (and/or cease providing e-commerce Services or any component thereof), without advance notice to you. You agree that we shall not, under any circumstances, be held liable for any actions taken in good faith to restrict or otherwise prevent the transmission or use of material that we or our other customers consider to be in violation of these usage guidelines.

#### **Websites from or Hosted by DomainNameHostingDesign.com**

You may not use our Services (or any component thereof) or our Web Site or any software or service provided by us for the activities listed below. In the event you violate this provision, this Agreement will immediately be terminated and you will no longer be able to use our Services (or any component thereof), or our Web Site or any software or services provided by us. You are solely responsible for the content you furnish for inclusion in your Web Site.

DomainNameHostingDesign.com cannot and does not design, review or screen content you provide in your Web Site and does not assume any obligation to monitor such content. However, you agree that we may review your Web Site in responding to a third party complaint or for any other reason. You may not use our Services (or any component thereof), or our Web Site or any software or service provided by us to display or otherwise use any material, content, software or information that contains any of the following: (a) material that violates local, state, federal or international laws; (b) any material that violates or infringes in any way the rights, including copyrights, trademark rights or other intellectual property rights of any third party; (c) hate propaganda; (d) fraudulent material or fraudulent activity; (e) any material that is threatening, abusive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent, or otherwise objectionable or inappropriate, all as determined by DomainNameHostingDesign.com at its sole discretion; (f) any material that promotes, encourages, or provides instructional information about illegal activities; (g) any software, information, or other material that contains a virus, "Trojan Horse," corrupted data; or (h) any software or information to promote or utilize software or any of DomainNameHostingDesign.com's Services to deliver unsolicited e-mail.

You understand that we reserve the right to conclude that your Web Site has content that is

unsuitable in accordance with our standards, and we may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion is proven not to be well-founded or if we provide other customers Web Sites despite web pages therein having the same or similar characteristics as your Web Site. You also understand that by providing you with tools to create and/or manage a Web Site, DomainNameHostingDesign.com in no way endorses your Web Site or deems your content to be suitable under the terms of this Agreement.

### **Lawful Use Only.**

You may access and use the Services for lawful purposes only and you are solely responsible for the knowledge and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Service. You agree that you will not (i) use the Serviced to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local state, Federal or international law or regulation; (ii) upload or otherwise transmit any content that you do not have a right to transmit under any law or contractual or fiduciary duty; (iii) interfere or infringe with any trademark or proprietary rights of any other party; (iv) interfere with the ability of other users to access or use the Serviced; (v) claim a relationship with or to speak for any individual, business, association, institution or other organization for which You are not authorized to claim such a relationship; (vi) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or (vii) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes any portion of the Services.

### **Violations.**

If DomainNameHostingDesign.com determines in its sole discretion that your conduct violates the terms of this Acceptable Use Policy, DomainNameHostingDesign.com may suspend, restrict, terminate, or take any other appropriate action with regard to your Services without any obligation to refund fees paid. DomainNameHostingDesign.com reserves the right to take such actions without notice to you. You understand that we reserve the right to conclude that your conduct is in violation of the standards set forth in this Acceptable Use Policy, and we may arrive at such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well founded, and even if our opinion or suspicion is proven not to be well founded. You agree that we, in responding to a third party complaint, reserve the right in our sole discretion to suspend or terminate the Services subject to this Acceptable Use Policy without notice and with no obligation to refund fees paid.

### **Modifications to this Acceptable Use Policy.**

You agree that DomainNameHostingDesign.com, in its sole discretion, may modify this Acceptable Use Policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. Use of the DomainNameHostingDesign.com Services after the posting period constitutes acceptance of the modification.

## **APPENDIX D**

### **E- MAIL SERVICES**

### **1. Description of Service.**

DomainNameHostingDesign.com is providing you with the capability of sending and receiving electronic mail via the Internet. You must: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone service fees associated with such connection. DomainNameHostingDesign.com has set no fixed upper limit on the number of messages you may send or receive through the e-mail service; however, DomainNameHostingDesign.com retains the right, at DomainNameHostingDesign.com's sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our services to other customers and to protect our computer systems. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any DomainNameHostingDesign.com operating rules or policies and may suspend or terminate your e-mail service if your conduct is found to be inconsistent with this Agreement or such rules or policies. The e-mail service is subject to scheduled (from 12:01am eastern United States time to 2:00 am eastern United States time every Saturday) and unscheduled outages that will impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. Moreover, in order to receive the e-mail service we (or our third party provider) 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 the e-mail service. We will not refund the fees you paid for our e-mail service if you elect to transfer your domain name record to a third party.

### **2. Privacy.**

DomainNameHostingDesign.com 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: (a) conform to the law or comply with legal process served on DomainNameHostingDesign.com; (b) protect and defend the rights or property of DomainNameHostingDesign.com; or (c) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that DomainNameHostingDesign.com 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 e-mail messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the e-mail service; or (d) conform to other similar requirements.

### **3. Customer Conduct.**

You agree to be bound by the applicable provisions of the DomainNameHostingDesign.com Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule. DomainNameHostingDesign.com's outsourcing contractors for the e-mail services, or their successors, shall be intended third party beneficiaries of the e-mail service customer's obligations under this Agreement and thus shall be entitled to enforce those obligations against you as if a

party to this Agreement.

## **APPENDIX E**

### **DOMAIN FORWARDING SERVICE**

DomainNameHostingDesign.com is providing you with the capability to forward users or visitors who type in a specific domain name to another domain name designated by you through our Domain Forwarding service. You represent and warrant that you have the necessary rights to use the Domain Forwarding service to forward, point, alias or resolve your domain name(s) to the other domain name designated by you in ordering such services.

## **APPENDIX F**

### **E-COMMERCE SERVICES**

#### **1. Additional Services.**

The e-commerce services we provide under this Agreement may incorporate other products or services that we provide, or products or services provided by third parties with whom we have a business relationship ("Additional Services"). Your use of these Additional Services may be subject to a separate application and/or approval process and your reaching separate agreements with us or with third parties. (For example, if you desire to accept credit card payments through the website you establish via the e-commerce services, your relationship with the third-party merchant account provider may be subject to an application and approval process and your reaching a separate agreement with such provider.) Some of these separate agreements may require you to pay fees in addition to the fees that you pay us for e-commerce Services. We will strive to let you know when your receipt of Additional Services will require you to enter into a separate agreement, whether with us or with a third-party, and whether such separate agreement will require you to pay additional fees. You agree that hosting for the e-commerce Services provided to you will be provided either by us or a third party selected by us, as determined by us in our sole discretion.

#### **2. Your Responsibilities.**

In addition to your other responsibilities described in this Agreement, you will also be responsible for the following:

- a. Internet Access. You agree that you will obtain access to the Internet and all software, hardware, and other equipment necessary to access the Internet.
- b. Commercial Banking Relationship. Depending on the services you elect to receive,

you may be responsible for establishing and maintaining a commercial banking relationship with a financial institution. The terms of any such relationship shall be between you and the financial institution and will not necessarily reflect or incorporate terms of any agreements we may have with the institution.

c. Fulfillment. You will be responsible for fulfilling all orders for products and services you sell on your website.

d. Policies. You agree to maintain commercially reasonable business practices in connection with your use of the E-Commerce Services and to comply with all applicable laws, rules, regulations, ordinances, and other binding legal obligations with respect to your use of the e-commerce Services.

### **3. Fees, Payment and Term.**

In addition to the payment terms in Section 3 of the Agreement, the following provisions shall also apply. You may subscribe for e-commerce Services on an annual basis ("Annual Subscription") or on a monthly basis ("Monthly Subscription"). Each Annual Subscription and Monthly Subscription is renewable, subject to the terms set out below. Annual Subscriptions must be renewed prior to the anniversary date of the account. Monthly Subscriptions will be automatically renewed until either

(i) you notify us that you do not wish to renew e-commerce Services; or  
(ii) this Agreement is terminated (for any reason). All one-time fees are due immediately and are non-refundable (except as expressly provided otherwise herein). All recurring fees will be automatically charged to the credit card that you provide us, and you agree that we are authorized to charge your credit card accordingly. We will determine the fees we charge for e-commerce Services and the terms and conditions applicable to e-commerce Services. The prices shown on our website at the time of your purchase will remain in effect for you for the term of the subscription selected by you (for example, if you select an annual subscription, your price will not change for the first year; if you select a monthly subscription, your price will not change for at least one month). Upon termination of the Agreement or the e-commerce Services, you agree we will cease charging your credit card for e-commerce Services as of the expiration of the monthly billing cycle in which the termination is effective. If you selected and paid in full for an Annual Subscription at the time of application, we may issue a prorated refund credit to your credit card in an amount not to exceed nine (9) months on a prorated basis. In every case, any set-up fees paid to DomainNameHostingDesign.com or third parties, and any other fees paid to third party service providers are not refundable. We will make reasonable efforts to provide you with notice of any changes in these fees or the applicable terms and conditions thirty (30) days before they take effect. Within that period, if you do not agree to the changes, you may terminate this Agreement and cease using e-commerce Services. (You will not, however, receive a refund on any payments that we have received for the e-commerce Services, except as expressly provided otherwise herein.) Otherwise, however, the changes will take effect and you agree that we are authorized to charge your credit card for the new fees for e-commerce Services. Any renewal of your e-commerce Services is subject to our then-current terms and conditions, payment of all applicable fees at the time of renewal, and, in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. You agree



that the e-commerce Services provided hereunder are provided as a bundle consisting of the various services selected by you and that the e-commerce Services cannot be maintained in any manner other than as a bundle, and neither the e-commerce Services nor any part thereof may be transferred or assigned to any other person or entity. You agree that terminating your subscription for e-commerce Services will terminate every service included in the e-commerce Services bundle, including your domain name registration. If you wish to cancel your e-commerce Services bundle (and terminate this Agreement), you must do in accordance with our cancellation procedures.

#### **4. Limitation of Liability.**

YOU AGREE THAT WE ARE NOT A FINANCIAL OR CREDIT REPORTING INSTITUTION. WITH RESPECT TO THE PAYMENT FACILITATION SERVICES WE PROVIDE AS PART OF THE E-COMMERCE SERVICES, WE MERELY PROVIDE DATA TRANSMISSION TO EFFECT CERTAIN PAYMENT AUTHORIZATIONS FOR YOU AND WE ARE NOT RESPONSIBLE FOR THE RESULTS OF ANY CREDIT INQUIRY, FOR THE OPERATION OF WEBSITES OF INTERNET SERVICE PROVIDERS OR FINANCIAL INSTITUTIONS, FOR THE AVAILABILITY OR PERFORMANCE OF THE INTERNET, OR FOR ANY DAMAGES OR COSTS THAT YOU MAY SUFFER AS A RESULT OF ANY INSTRUCTIONS GIVEN, ACTIONS TAKEN, OR OMISSIONS MADE BY YOU, YOUR FINANCIAL PROCESSOR(S), YOUR FINANCIAL INSTITUTION, OR ANY INTERNET SERVICE PROVIDER.

#### **5. Additional Terms Applicable to Design and Maintenance Service.**

We may, from time to time offer tools, components for the design, development, and maintenance of your e-commerce application and web site. Your use of such tools and components may require the payment of additional fees, and will be governed by this Agreement and any supplemental terms provided at the time you seek to obtain such tools or components, and as we may modify in future. If you do not accept such fees, you will not be entitled to use such tools or components.

#### **6. Survival.**

In the event the Agreement or this Schedule expires or terminates, Sections 3, 4, 5, and 6 of this Schedule shall survive such expiration or termination.

## **APPENDIX G**

### **WEB SITES FROM DOMAINNAMEHOSTINGDESIGN.COM**

#### **1. Definitions.**

For purposes of this Schedule, the following capitalized terms shall have the meanings ascribed to them below:

- a. " DomainNameHostingDesign.com Web Site" means any pre-designed, customizable NamesBeyond.Com Web site template licensed by DomainNameHostingDesign.com to

end users.

b. "Subscription Service" means any of the DomainNameHostingDesign.com subscription service packages that are available for purchase by end users on a monthly basis, for a monthly fee.

c. "Web Site Manager Service" means the DomainNameHostingDesign.com on-line tool that allows customers to access their DomainNameHostingDesign.com Web Site, add/modify content, upload /images and make generic changes to their DomainNameHostingDesign.com Web Site.

d. "Web Hosting Service" means the Web hosting services provided by a third party through DomainNameHostingDesign.com as part of a Subscription Service.

## **2. Payment.**

In addition to the payment terms in Section 3 of the Agreement, the following provisions shall also apply solely with respect to the Subscription Service:

a. DomainNameHostingDesign.com, in its sole discretion, shall determine the prices it will charge for the Subscription Service, and the terms and conditions applicable to the same, and DomainNameHostingDesign.com may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate your Subscription Service as provided herein within that thirty (30) days; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for the new monthly Subscription Service fee.

b. Billing for the DomainNameHostingDesign.com Web Site license shall be by valid credit card (acceptable to DomainNameHostingDesign.com) at the time of purchase. If you elect to subscribe to the Web site Manager Service, your monthly payments for the same will be automatically charged to the credit card provided by you (and acceptable to DomainNameHostingDesign.com) at the time of your purchase (with such payments being charged in advance on a monthly basis) ("Monthly Web Site Manager Service Fee"), and you hereby agree that DomainNameHostingDesign.com is authorized to so charge your credit card. DomainNameHostingDesign.com, in its sole discretion, shall determine the prices it will charge for the DomainNameHostingDesign.com Web Site license or the Web Site Manager Service, and the terms and conditions applicable to the same, and DomainNameHostingDesign.com may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate this Agreement (or cancel your Web Site Manager Service subscription, as applicable) as provided herein within that thirty (30) days; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new monthly Web Site Manager Service fee.

## **3. Conduct.**

You agree to be bound by the applicable provisions of the DomainNameHostingDesign.com Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in

connection with your use of the services described in this Schedule.

#### **4. Cancellation.**

You may cancel your subscription to the Web Site Manager Service at any time. To cancel your subscription to the Web Site Manager Service you must submit your written notice of cancellation to DomainNameHostingDesign.com (as provided herein) and include the following information: (i) Your DomainNameHostingDesign.com customer identification number and username; (ii) your DomainNameHostingDesign.com Web Site Web address; and (iii) your reason for requesting cancellation. Unless terminated earlier as provided herein, your Web Site Manager Service will be canceled as of the expiration of the monthly billing cycle in which your notice was received.

#### **5. Term and Termination.**

a. Term. Your Subscription Service shall be on a month-to-month basis for successive monthly periods, unless either party notifies the other of termination in accordance with this Agreement.

b. Notice of Service Cancellation by You. Any termination of your Subscription Service must be in accordance with our cancellation policy. Unless terminated earlier as provided herein, this Schedule, and the Agreement (if you have no other services with DomainNameHostingDesign.com) will be terminated as of the expiration of the monthly billing cycle in which your cancellation notice was received and processed by DomainNameHostingDesign.com.

c. Survival. In the event of expiration or termination of this Schedule or the Agreement for any reason, Sections 1, 2, and 5 of this Schedule shall survive.