

## **Domain Name Registration Agreement**

This Domain Name Registration Agreement ("Agreement") is by and between Global Domains International, Inc. a California corporation, ("GDI") and you, your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of GDI's Domain Name Registration and represents the entire agreement between You and GDI. By participating in this transaction, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, including our dispute policy and the ICANN Transfer Dispute Resolution Policy along with any new, different or additional terms, conditions or policies.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with GDI, whether or not the transactions were in Your behalf. You acknowledge that GDI's acceptance of any application made by You for services provided by GDI will take place at GDI's offices located in Carlsbad, California, USA.

You acknowledge that GDI is a registrar bound by an agreement between GDI and ICANN. You agree that GDI may modify this agreement in order to comply with applicable law and the terms and conditions set forth by the ICANN and/or the Registry Administrator chosen by ICANN, as well as any registration rules or policies that may be published from time to time by GDI.

### 1. Fees

In consideration for the services and products ("service") purchased by You and provided to You by GDI, You agree to pay GDI at the time service is provided. Payment is to be made by You by providing one of the following: a valid credit card, PayPal, Bank Wire (collectively, the "Payment Method"). You understand that ICANN requires GDI to collect a small registration fee when You purchase Your domain name registration. You agree to pay such fees. Payments are non-refundable. If for any reason GDI is unable to charge Your Payment Method for the full amount owed GDI for the service provided, or if GDI is charged a penalty for any fee it previously charged to Your Payment Method, You agree that GDI may pursue all available remedies in order to obtain payment. You agree that among the remedies GDI 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 registered or renewed on Your behalf. GDI reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change Your Payment Method at any time by logging into Your Member's Area and selecting Preferred Payment.

### Domain Name Renewals

When You register a domain name, automatic renewal is the default setting, which You must deactivate if You do not want Your domain name(s) to be automatically renewed. Unless You disable the automatic renewal option, GDI will automatically renew any domain name that is up for renewal and will take payment from the Payment Method You have on file with GDI, at GDI's then current rates. Domain name renewals will be non-refundable. If for any reason GDI is not able to take the payment from the Payment Method You have on file, and You fail to respond to our notices, Your domain name registration will expire. It is Your responsibility to keep Your Payment Method information current, which includes the expiration date if you are using a credit card. If You do not elect that the domain name be automatically renewed, You have the responsibility of manually implementing the renewal by the expiration date (should You in fact want the domain name to be renewed). If You fail to manually implement the renewal

before the expiration date, the domain name will be cancelled and You will no longer have use of that name.

You agree that GDI will not be responsible for cancelled domain names that You fail to renew, either automatically or manually in the timeframes indicated in this Agreement. In any case, if You fail to renew Your domain name in a timely fashion, additional charges may apply.

If Your .COM or .NET domain is deleted, the Registry also provides a 30-day Redemption Grace Period during which You may pay GDI a redemption fee and redeem Your domain name. The redemption fee is currently \$100 USD and is subject to change under the terms of Section 2 of this Agreement. If You do not redeem Your domain name prior to the end of the Registry's Redemption Grace Period the Registry will release Your name and it will become available for registration on a first-come-first-served basis. In the event of a conflict between this paragraph and the Registry's terms, the Registry's terms shall control.

## 2. Term of Agreement; Modifications

The term of this Agreement shall continue in full force and effect as long as You have any domain name registered through GDI. You agree that You will not transfer any domain name registered through GDI to another domain name registrar during the first sixty (60) days from its initial registration date.

You agree that GDI may modify this Agreement from time to time. GDI may also discontinue services it provides under this Agreement. You agree to be bound by any changes GDI may reasonably make to this Agreement when such changes become effective. Should You elect to cancel Your Agreement with GDI, You will not receive a refund for any fees You may have paid to GDI.

You agree that GDI shall not be bound by any representations made by third parties who You may use to purchase services from GDI, and that any statements of a general nature, which may be posted on GDI's web site or be contained in GDI's promotional materials, will not bind GDI.

## 3. Up to Date Information; Use of Information and Expiration

You agree to notify GDI within five (5) business days when any of the information You provided as part of the application and/or registration process changes. It is Your responsibility to keep this information in a current and accurate status. Failure by You, for whatever reason, to provide GDI with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by GDI to determine the validity of information provided by You, shall also be considered to be a material breach of this Agreement. You agree to retain a copy for Your record of the receipt for purchase of Your domain name.

You agree that for each domain name registered by You, the following contact data is required: postal address, email address, telephone number, and if available, a facsimile number for the registered name holder and, if different from the registered name holder, the same contact information for, a technical contact, an administrative contact and a billing contact.

You acknowledge and agree that domain name registration requires that this contact information, in whole or in part, be shared with the registry operator. As required by ICANN, this information must also be made publicly available by means of Whois, and that the registry operator may also be required to make this information publicly available by Whois. Both GDI and the registry operator may be required to archive this information with a third party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, You represent and warrant that, if You are providing information about a third party, You have notified the third party of the disclosure and the purpose for the disclosure and You have obtained the third party's consent to such disclosure.

You agree that for each domain name registered by You the following information will be made publicly available in the Whois directory as determined by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

- The domain name
- Your name and postal address
- The email address, postal address, voice and fax numbers for technical and administrative contacts
- The Internet protocol numbers for the primary and secondary name servers
- The corresponding names of the name servers; and
- The original date of registration and expiration date

You agree that, to the extent permitted by ICANN, GDI may make use of the publicly available information You provided during the registration process. If You engage in the reselling of domain names You agree to provide any individuals whose personal information You've obtained, information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those individuals for such use of the personal information they provide.

#### 4. Dispute Resolution Policy

You agree to be bound by our current Dispute Resolution Policy. This policy is incorporated herein and made a part of this Agreement. You can view the Uniform Domain Name Dispute Resolution Policy online. You agree that GDI may from time to time modify its Dispute Resolution Policy. GDI will post any changes to its Dispute Resolution Policy at least thirty (30) days before they become effective. You agree that by maintaining Your domain name registrations with GDI after the updated policy becomes effective that You agree to the Dispute Resolution policy as amended. You agree to review GDI's web site periodically to determine if changes have been made to the Dispute Resolution Policy. If You cancel Your Agreement with GDI as a result of the modified Dispute Resolution policy, no fees will be refunded to You.

You agree that if a dispute arises as a result of one (1) or more domain names You have registered using GDI, You will indemnify, defend and hold GDI harmless as provided for in this Agreement. You also agree that if GDI is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a domain name registered by You using GDI, that GDI, in its sole discretion, may take whatever action GDI deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. In this event You agree to hold GDI harmless for any action taken by GDI.

#### 5. Transfer of Domain Names; Resale Practices

If You transfer any domain name, You agree to provide the information required by, and to abide by, the procedures and conditions set forth in our Domain Name Transfer Agreement . You may view the latest version of our Domain Name Transfer Agreement online. In order to further protect Your domain, any domain registered with GDI or transferred to GDI shall be placed on lock status. The domain must be placed on unlock status in order to initiate a transfer of the domain name away from GDI to a new Registrar. You may log into Your account with GDI at any time after Your domain name has been successfully transferred to GDI, and change the status to unlock.

In the event You are purchasing a domain name on behalf of a third party, You agree to inform any customer of Yours, who may be acquiring a domain name through You using GDI's registration services, that they are in fact registering their domain name through GDI and that GDI is an accredited registrar with ICANN. You agree not to represent that You are an ICANN accredited registrar or that You are in

any way providing superior access to the ICANN Domain Name Registry. You also agree not to use the ICANN trademark logo in any of Your promotional materials including Your web site.

You agree to obtain each of Your customers' acceptances of GDI's then current Domain Registration Agreement, and to retain evidence of their acceptance for a period of not less than three (3) years. Should You require that Your customers accept additional terms and conditions that are not required by GDI, You agree that such additional terms and conditions shall not conflict with GDI's Domain Registration Agreement and the policies and business procedures adopted by ICANN.

You agree that GDI is not lending You access to its registrar connections or its registry access, nor will You be deemed to be a registrar in Your own right. Furthermore, You agree You will not attempt to gain access to GDI's registrar connections or registry access. You agree to provide complete, accurate and current data for each registrant to be added to a registry in accordance with ICANN requirements for inclusion in the Whois database.

You agree to provide Your customers with adequate customer support, and to maintain contact with them with regard to providing a medium for them to communicate changes in the information they provided as part of the domain name registration process. Upon receiving corrected or updated information You will, within five (5) business days, provide such information to GDI so GDI may update its registration records. You will retain copies of all communications between You and Your customers and will upon request provide GDI copies of same.

#### 6. Suspension of Services; Breach of Agreement

You agree that, in addition to other events set forth in this Agreement:

1. Your ability to use any of the services provided by GDI is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;
2. Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any GDI procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by GDI or the registry operator in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

You agree that Your failure to comply completely with the terms and conditions of this Agreement and any GDI rule or policy may be considered by GDI to be a material breach of this Agreement and GDI may provide You with notice of such breach either in writing or electronically (i.e. email). In the event You do not provide GDI with material evidence that You have not breached Your obligations to GDI within ten (10) business days, GDI may terminate its relationship with You and take any remedial action available to GDI under the applicable laws. Such remedial action may be implemented without notice to You and may include, but is not limited to, cancelling the registration of any of Your domain names and discontinuing any services provided by GDI to You. No fees will be refunded to You should Your Agreement be cancelled or services be discontinued because of a breach.

GDI's failure to act upon or notify You of any event, which may constitute a breach, shall not relieve You from or excuse You of the fact that You have committed a breach.

#### 7. Restriction of Services; Right of Refusal

You agree not to use the services provided by GDI, or to allow or enable others, to use the services provided by GDI for the purposes of:

- The transmission of unsolicited email (Spam); and

- Repetitive, high volume inquires into any of the services provided by GDI (i.e. domain name availability, etc.).

If You are hosting Your domain's domain name servers ("DNS") on GDI's servers, or are using our systems to forward a domain, URL, or otherwise to a system or site hosted elsewhere, or if You have Your domain name registered with GDI, You are responsible for ensuring there is no excessive overloading on GDI's DNS systems. You may not use GDI's servers and Your domain as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that GDI reserves the right to deactivate Your domain name from its DNS system if GDI deems it is the recipient of activities caused by Your site that threaten the stability of its network.

You agree that GDI, in its sole discretion and without liability to You, may refuse to accept the registration of any domain name. GDI also may in its sole discretion and without liability to You delete the registration of any domain name during the first thirty (30) days after registration has taken place. GDI may also cancel the registration of a domain name, after thirty (30) days, if that name is being used, as determined by GDI in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to:

- activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties;
- activities prohibited by the laws of the United States and/or foreign territories in which You conduct business;
- activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography;
- activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable;
- activities designed to impersonate the identity of a third party; and
- activities designed to harm or use unethically minors in any way.

In the event GDI refuses a registration or deletes an existing registration during the first thirty (30) days after registration, You will receive a refund of any fees paid to GDI in connection with the registration either being cancelled or refused. In the event GDI deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

## 8. Provisions Specific to All Registrations

You agree to be bound by the rules, policies, and agreements of each Registry from which You purchase a domain registration, which may include, but are not limited to, Top Level Domain Registries and Second Level Domain Registries.

## 9. Provisions Specific to .COM, and .NET registrations

### Indemnification

You agree to indemnify, defend and hold harmless the .COM .and NET Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates 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.

## 10. Provisions Specific to .ORG registrations

### Indemnification

You agree to indemnify, defend and hold harmless the .ORG Registry Operator, Public Interest Registry, and its subcontractors, shareholders, directors, officers, employees, agents, and affiliates 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. This indemnification requirement shall survive the termination or expiration of this Agreement.