



K-DESIGNED
A L L Y O U N E E D

Terms and Conditions

Domain Registration

To complete the registration process, you must acknowledge that you have read, understood, and agree to be bound by all of terms and conditions of this Agreement (for .biz, .com, .info, name, .net, and .org domains); the appropriate Agreements for country codes ("ccTLDs") domain registrations; the accompanying appropriate dispute policies, the additional requirements; and any registration rules or policies that are or may be published from time to time by Domain.com, LLC, the Internet Corporation for Assigned Names and Numbers ("ICANN") and/or any and all of the registry administrators. Submission of your domain registration application constitutes acceptance of all the terms and conditions contained and referenced herein.

Registration Agreement

This Registration Agreement ("Agreement") is between you, the person or entity registering a domain or domains and K-Designed SARL, and is effective when accepted by K-Designed SARL at its offices in Agadir, Morocco, (the "Effective Date"). K-Designed SARL may elect to accept or reject your offer to enter into this Agreement for any reason in its sole discretion, such rejection including, but not limited to, a rejection based on a request for registration of a prohibited domain.

1. Our Services:

Your domain registration will be effective upon occurrence of all of the following:

- You offer to K-Designed SARL this Agreement, without modification, for K-Designed SARL acceptance;
- K-Designed SARL accepts this Agreement and your domain registration application;
- K-Designed SARL receives payment of the registration, renewal and reinstatement fees as applicable; and
- K-Designed SARL delivers the domain registration information you provide to the registry administrator for the applicable TLDs and the registry administrator puts into effect your domain registration application.

In addition, in accordance with your selections during the domain registration process, K-Designed SARL may provide you with the option of additional paid/free services in accordance with the terms below but reserves the right to modify/discontinue those services at any time. You must agree to abide by the terms, or K-Designed SARL will not provide the services you selected to you. Additional services may be subject to additional terms of service as shown above.

2. Limitation of Liability:

You understand that K-Designed SARL does not control all aspects of the domain registration process. For example, once you complete a domain application, K-Designed SARL forwards the information contained in the application to the appropriate Registry Administrator for processing and actual registration of the name. K-Designed SARL disclaims, and you agree that K-Designed SARL is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by you; and (ii) the input of the information by the Registry Administrators. K-Designed SARL will not be held liable, nor refund a domain name registration due to spelling errors/typos.

3. Multiple Domain Registrations:

K-Designed SARL, in accordance with ICANN policies, reserves the rights to refuse to register multiple domain registrations.

4. Fees:

0. Payment of fees as a condition to domain registration. As consideration for the domain registration service provided by K-Designed SARL, you agree to pay K-Designed SARL, prior to the effectiveness of the desired domain registration, all registration and other applicable fees as indicated via a valid Credit Card (no checks). Except as provided herein, all fees are non-refundable, in whole or in part, even if your domain registration is suspended, cancelled or

transferred prior to the end of your then-current registration term. It is the responsibility of the listed Registrant for the domain name to maintain records appropriate to document and prove the initial domain name registration date.

1. Reservation of right to modify fees. K-Designed SARL reserves the right to modify fees, surcharges, and renewal fees or to institute new fees at any time, for any reason, at its sole discretion.
2. Credit card charge-backs for domain registrations. In the event of a charge-back to K-Designed SARL by the credit card company (or similar action by another payment provider used by us) for the credit card used in connection with the payment of the registration or other fee, you agree and acknowledge that the domain registration shall be transferred to K-Designed SARL, as the paying entity for that registration to the registry(ies) and that we reserve all rights regarding such domain including, without limitation, the right to make the domain available to other parties for purchase. K-Designed SARL also reserves the right to lock your account and the remainder of your domains until a payment is made to cover any administrative fees or chargeback fees in the amount of U\$100. In K-Designed SARL sole discretion, it may reinstate your domain registration, subject to K-Designed SARL receipt of the registration fee and any reinstatement fees (U\$100) imposed by K-Designed SARL.
3. Credit card charge-backs for non-domain registration services. In the event of a charge-back by the credit card company (or similar action by another payment provider) for the credit card used in connection with the payment of a non-domain registration fee, you agree and acknowledge that service shall not initiate or will be discontinued, if previously in use, and any information maintained by the service may be deleted along with your account and the remainder of your services being locked until a payment is made to cover any administrative fees or chargeback fees in the amount of U\$100. In K-Designed SARL sole discretion, it may reinstate your services, subject to K-Designed SARL receipt of the non-domain registration fee and any reinstatement fees (U\$100) imposed by K-Designed SARL.
4. K-Designed SARL 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.

5. Required domain registration information:

0. Registration information. As part of the domain registration process and in accordance with ICANN Policies, a domain registrant is required to submit and keep current the following information (collectively, the "Registration Information"):
 - The domain registrant's name and postal address;
 - The domain being requested;
 - Administrative contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain; and
 - Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.
1. Additional registration information. In addition, in accordance with ICANN policies, K-Designed SARL is obligated to maintain additional information relating to a domain registration, which may include (collectively, "Additional Registration Information"):
 - The original creation date of the domain registration;
 - The submission date and time of the registration application to us and by us to the proper registry;

- Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
 - Records of account for your domain registration, including dates and amounts of all payments and refunds;
 - The IP addresses of the primary nameserver and any secondary nameservers for the domain;
 - The corresponding names of those nameservers;
 - The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;
 - The name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for the domain;
 - The expiration date of the registration; and
 - Information regarding all other activity between you and us regarding your domain registration and related services.
2. Use of registration information and additional registration information. You agree and acknowledge that K-Designed SARL will make available the Registration Information and the Additional Registration Information to ICANN; to other third parties such as VeriSign, Inc. Global Names Registry Ltd., Neustar, Inc., Afilias USA, Inc., Global Domains International (collectively, "Registry Administrators"); and as applicable laws may require or permit. Additionally, you acknowledge and agree that ICANN and the Registry Administrators may establish guidelines, limits and/or requirements that relate to the amount and type of information that K-Designed SARL may or must make available to the public or to private entities, and the manner in which such information is made available. Further, 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 (including any updates to such information), whether during or after the term of your registration of the domain. Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of your Registration Information and the Additional Registration Information.
 3. Information updating and accuracy obligations. As a condition to continued registration of your domain, you must keep the Registration Information current, complete and accurate. You may access your Registration Information in K-Designed SARL possession to review, modify or update such Registration Information, by accessing K-Designed SARL domain manager service, or similar service, made available at our Web site. In accordance with ICANN policies, you acknowledge and agree that if you wilfully provide inaccurate information or fail to update your Registration Information promptly will constitute a material breach of this Agreement and may result in the cancellation of your domain registration. You further agree that your failure to respond in less than seven (7) calendar days to inquiries by K-Designed SARL concerning the accuracy of the Registration Information or immediately upon discovery of any wilful inaccuracy (including, i.e., wrong phone numbers) associated with your domain registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain registration.
 4. Information requirements for renewals. Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.
 5. Ownership of data. You agree and acknowledge that K-Designed SARL owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database ("Domain Database"), and all information and derivative works generated from such Domain Database, which contains Registration Information and

Additional Registration Information. You further agree and acknowledge that K-Designed SARL owns the following information for those domain registrations for which we are the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, authorized contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or should appear in the WHOIS or similar database; and (e) any other information K-Designed SARL generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. K-Designed SARL does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database.

6. Domain parking:

0. In the domain registration process, you will be asked to provide name servers to associate with the domain being registered. If you do not enter name servers for the domain at that time, the domain will be automatically placed on name servers provided by K-Designed SARL, and internet users that type in the domain will be redirected to a "coming soon" page (collectively, "parking a domain" or a "parked domain"). There is no charge for parking a domain. By not designating name servers during the registration process, you hereby consent to and authorize K-Designed SARL placement of a "coming soon" page, and its associated contents, on your parked domain. You may change the name server configuration (or "un-park" the domain) after the registration is complete. If you need to register name servers using the domains that you are currently registering, the names will initially be parked with K-Designed SARL until you modify the name servers after the domain registration is complete, using your account manager.
1. In the event your domain registration expires, your registration is no longer valid. If you are able to renew the domain name, you may update the domain to its original settings. After expiration, but prior to renewal, the domain may be pointed to an "expired" page (collectively, "parking a domain" or a "parked domain"). There is no charge for the parked domain. By not renewing the domain, K-Designed SARL may place an "expired" page, and its associated contents, on the parked domain. You may change the name server configuration (or "un-park" the domain) after the renewal is complete. If you need to register name servers using the domains that you are currently renewing, the names will initially be parked with K-Designed SARL until you modify the name servers after the domain renewal is complete, using your account manager.
2. The "coming soon" and/or "expired" pages may contain advertisements and other materials selected by K-Designed SARL, in K-Designed SARL sole discretion. This may include, but is not limited to third-party Web sites, third-party product and service offerings, and/or Internet search engines.
3. 404 Error Page. In the event you fail to configure a 404 error page, a default 404 error page will be configured by K-Designed SARL to appear in the event an Internet user enters a URL related to your domain but for which no file is associated. By not configuring a 404 error page, you hereby consent to and authorize K-Designed SARL placement of a default 404 error page and its associated content on your website. K-Designed SARL 404 error page may contain advertisements and other materials selected by K-Designed SARL in K-Designed SARL sole discretion. This may include, but is not limited to, third-party website, third-party product and service offerings, and/or Internet search engines. You may change the 404 error page configuration at any time.
4. DNS Wildcard. In the event you utilize K-Designed SARL DNS management services and fail to configure a wildcard DNS for your domain, Domain.com, LLC may insert wildcard DNS records to resolve subdomains of your domain that would not otherwise resolve. K-Designed SARL may point those subdomains to a web page that may contain advertisements and other materials selected by K-Designed SARL in K-Designed SARL sole discretion. This may include, but is not limited to, third-party website, third-party product and service offerings, and/or Internet search engines.

7. Registration renewal:

0. Renewal obligations. You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration, should you so desire their renewal. You may renew your domain at any time before the expiration date. K-Designed SARL shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

You may be notified at K-Designed SARL sole discretion when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by such other method as we indicate in the renewal form. If your billing information is not accurate, you are solely responsible for the failure to renew.

1. Autorenewal. You agree that if you paid for any services provided hereunder by credit card, you hereby authorize but do NOT obligate, K-Designed SARL to automatically charge your credit card and renew the applicable service(s) on or before their renewal date using the credit card information you have provided to Domain.com, LLC, unless you notify K-Designed SARL that you do not wish to participate in K-Designed SARL automatic renewal process. K-Designed SARL must receive notification of your intent to not renew (opt-out) no earlier than thirty (30) days prior to renewal date or on renewal date. In the absence of such notification from you, K-Designed SARL will automatically renew, for a period of one year, any domain that is up for renewal and will charge the credit card you have on file with K-Designed SARL, at K-Designed SARL then current rates. You are solely responsible for the credit card information you provide to K-Designed SARL and must promptly inform K-Designed SARL of any changes thereto (e.g., change of expiration date or account number). If the credit card has expired or is otherwise invalid, you are solely responsible for a failure to renew and K-Designed SARL shall not be liable for your failure.
 2. Grace Period; Transfer of Expired Domain Names. You agree that we may place our contact information in the WHOIS output for any expired domain name, as the failure to renew results in the immediate cancellation of registration and loss of all rights to the domain name. Should you choose not to renew your domain name during any applicable grace period, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf as an Expired Domain Transfer ("ED Transfer").
 3. New Customers through SnapNames and/or ED Transfers. If you are registering a domain name that was registered with, and not yet deleted by, K-Designed S.A.R.L. at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of an ED Transfer (defined above). You will not be compensated for the inability to use the domain from the time it was expired until the time you are able to use the domain in your account. NOTE: Your rights to the domain name are non-transferable to any person nor Registrar for the first eighty (80) days of registration from the date the domain expired, prior to purchase, without notice, at K-Designed S.A.R.L. discretion. In addition, it is your responsibility to verify if any domain is infringing anyone else's rights, prior to registration. If the domain name you have registered is found to be infringing on another person's rights, based solely on K-Designed S.A.R.L. discretion, K-Designed S.A.R.L. has the right to cancel your registration immediately. If your rights are terminated, your sole remedy will be limited to a prorated refund of the price paid to us for the domain name. If it is a willful violation of our agreement, you will not be entitled to any refund. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS ASSOCIATED WITH THE TERMINATION OF YOUR RIGHTS TO THE DOMAIN NAME. YOU AGREE TO INDEMNIFY US FOR ANY ACTION COMMENCED BECAUSE OF YOUR FAILURE TO FOLLOW THE TERMS OF THIS AGREEMENT AND INFORM AND VERIFY THE ACCEPTANCE OF THIS AGREEMENT BY OTHER USERS OF THE DOMAIN.

8. Dispute resolution policy

You agree to be bound by the appropriate domain dispute resolution policy ("Dispute Policy") applicable to the domain that you have selected. The Dispute Policy has been developed by ICANN and/or the specific Registration Administrator(s) and is a required component of every Agreement. The Dispute Policies are hereby incorporated and made a part of this Agreement by reference. Certain disputes, as specified in the applicable Dispute Policy, are subject to that Policy. In the event such dispute arises, you agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain registration is disputed by a third party. You further agree that, in the event a domain dispute arises with any third party, you will indemnify and hold K-Designed S.A.R.L. harmless pursuant to the terms and conditions contained in the Dispute Policy. The Dispute Policy may be modified at any time by the applicable Registry Administrator(s) and your continued use of the domain registered to you after any such Dispute Policy modification shall constitute your acceptance of the modified Dispute Policy and this Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled or transferred to a different domain registrar. For the adjudication of disputes concerning or arising from use of the SLD name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder's domicile and (2) where Registrar is located.

9. Change of registrant of domains:

0. Transfer of registration to another registrant. The entity or person named as the "registrant" at the time the controlling user name and password are secured shall be the registrant of the domain. You agree that prior to the effectiveness of any transfer of ownership of your domain to another entity, K-Designed S.A.R.L. reserves the right to enforce any amount published for the transfer of ownership of a domain. You further agree that, as a condition of any such transfer of ownership of the domain, the person or entity to which you seek to transfer your domain shall agree in writing (electronic acceptance is acceptable) to be bound by the terms and conditions of this Agreement. Your domain will not be transferred until we receive such written assurances and/or actual payment of the transfer fee, if any is imposed (or reasonable assurance as determined by K-Designed S.A.R.L. in its sole discretion). You acknowledge and agree that if you attempt to transfer your domain registration without paying K-Designed S.A.R.L. any amount published for the transfer of ownership of a domain, or if the entity to which you seek to transfer your domain fails to agree in writing to be bound by all terms and conditions of this Agreement, any such transfer will be null and void, and will result in your domain registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain.
1. When changing the name of Registrant within K-Designed S.A.R.L., you agree that the domain name may be changed back to the Registrant listed immediately prior to the change upon written (email is acceptable) request within five (5) days (or reasonable time as determined at K-Designed S.A.R.L. discretion) by Registrant that was listed immediately prior to change.
2. Transfer of registration to or from another registrar. When transferring a domain name into K-Designed S.A.R.L. as the new Registrar of record and simultaneously changing the name of Registrant or subsequently changing the name of Registrant, you agree that the domain name may be re-transferred back to the losing Registrar upon written (email is acceptable) request by Registrant that was listed immediately prior to transfer or upon request by losing Registrar. At the time of transfer into K-Designed S.A.R.L., you must complete all required information requested through the online transfer application, i.e., contact information, nameserver information, etc. K-Designed S.A.R.L. may elect to accept or reject your domain name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the domain name transferred to another registrar.
3. Restrictions on transfer. You agree that you may not transfer your domain registration to another domain registrar during the first sixty (60) days from the effective date of your: 1) initial domain registration or 2) completion of a domain transfer into K-Designed S.A.R.L. If you choose to utilize our transfer lock service, you agree to provide written authorization (electronic acceptance is acceptable) to K-Designed S.A.R.L. for the transfer of the domain to another registrar and agree to pay any and all fees that may be charged by K-Designed S.A.R.L. to effect the transfer. Your request to transfer to

another registrar may be denied in situations described in the Dispute Policy, including, but not limited to; a dispute over the identity of the domain holder; bankruptcy; and default in the payment of any fees.

4. Transfer Lock. You agree that K-Designed S.A.R.L. may, but is NOT obligated to, automatically opt your domain name into its Transfer Lock service to help protect against unauthorized transfers (applicable for .com and .net domain names). K-Designed S.A.R.L. does NOT warranty NOR guarantee the service will prevent any unauthorized transfer of domain name(s). You may log in to your account and disable this service at any time if you do not wish to use the service. K-Designed S.A.R.L. will NOT be liable for any inconvenience this may cause you to properly transfer your domain. You are solely responsible for a failure to transfer the domain. K-Designed S.A.R.L. shall not be liable for your failure.

10. Acceptable Use Policy:

You understand that all information, data, text, software programs, music, sound, photographs, graphics, video, messages or other materials (collectively "Content"), whether publicly posted on your website or privately transmitted via email or in any other manner, is the sole responsibility of the person from which such Content originated. This means that you, and not K-Designed S.A.R.L., are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available. Under no circumstances will K-Designed S.A.R.L. be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available.

K-Designed S.A.R.L. and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via our services. Without limiting the foregoing, K-Designed S.A.R.L. and its designees shall have the right to remove any Content that violates this Registration Agreement or is otherwise objectionable. Further, you acknowledge and agree that K-Designed S.A.R.L. may preserve Content and may also disclose such Content if required to do so by law or upon the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Registration Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of K-Designed S.A.R.L., its users and the public. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by K-Designed S.A.R.L. or submitted to K-Designed S.A.R.L., including without limitation information in Message Boards and all other parts of our services.

You agree to:

- . not upload, post, email, transmit or otherwise make available (collectively, "Transmit") any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- a. not harm minors in any way;
- b. not impersonate any person or entity, including, but not limited to, a K-Designed S.A.R.L. official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. not forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted;
- d. not Transmit any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- e. not Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- f. not Transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;
- g. not Transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h. not disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users are able to or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- i. not interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;
- j. not relay email from a third party's mail servers without the permission of that third party;
- k. not use "robots" or otherwise harvesting other's email addresses from the K-Designed S.A.R.L site for purposes of sending unsolicited or unauthorized material;
- l. not upload, post, email, or transmit the same message, URL, or post multiple times;
- m. not intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- n. not "stalk" or otherwise harass another;
- o. not collect or store personal data about other users; or
- p. not upload or post any credit card account data or otherwise transmit any insecure credit card account data.
- q. not to utilize any services for any unlawful purpose, including without limitation, fraud, money laundering, child pornography, terrorist-related activities, activities in violation of U.S. export or import laws, any executive orders, or any rules, regulations or orders issued by Office of Foreign Asset Controls ("OFAC").

Please report any violations of the Acceptable Use Policy using the Report Abuse & Spam option on our website at <http://www.k-designed.net>.

11. UNSOLICITED EMAIL POLICY

- 0. Unsolicited email prohibited. You are strictly prohibited from mass-mailing unwanted email advertisements or solicitations of any type (e.g. SPAM, UCE) (collectively, "Unsolicited Email"). Further, in conjunction with all state and federal laws (which you should be aware of and in compliance with when sending out any mail), K-Designed S.A.R.L prohibits a person from sending out or conspiring with another to initiate the transmission of Unsolicited Email that: (a) uses a third party's internet domain without permission of the third party, (b) misrepresents or obscures any information in identifying the point of origin, IP address, or the transmission path of a commercial electronic mail message; (c) contains false or misleading information in the subject line or inappropriate/adult material (as determined by K-Designed S.A.R.L) in the message body; (d) contains an ineffective opt-out procedure; or (e) uses an email list without knowledge of its source. Any user that is a sender of an email that is in violation of the rules in this agreement and/or any law or regulation is required to indemnify and hold K-Designed S.A.R.L harmless due to the sender's act or omission in sending the email.

1. Right to Disable Account or Domain. If you send Unsolicited Email and/or are listed on a public database (i.e., SpamHaus), K-Designed S.A.R.L reserves the right, in its sole discretion, to immediately disable any domain or user account that allegedly sent such unsolicited email(s) in order to forestall further abuse or damage to email systems. Unsolicited Email sent from other networks that reference email accounts of domains registered by K-Designed S.A.R.L shall be considered to have originated from the account referenced, unless compelling reasons are provided to K-Designed S.A.R.L, such that K-Designed S.A.R.L believes that the Unsolicited Email originated with an unrelated third party.
2. Single complaint of Unsolicited Email. If K-Designed S.A.R.L. receives a complaint regarding Unsolicited Email, K-Designed S.A.R.L. will reasonably investigate the claim by, among other things, contacting the administrative contact and/or the account owner of the domain at the listed email address. If there is no response within five (5) days of our request, K-Designed S.A.R.L. will, in its discretion, take such action as it deems warranted to prevent further sending of Unsolicited Email, including but not limited to suspending and locking the domain. If the domain registrant wishes to reinstate the domain after a 'lock' is in place, it must apply to do so with K-Designed S.A.R.L., take such remedial measures as K-Designed S.A.R.L. may request, and K-Designed S.A.R.L. may unlock the account, in its sole discretion. For those domains approved to be unlocked, an administrative fee and a probationary period may also be imposed at K-Designed S.A.R.L. discretion.
3. Multiple complaints of Unsolicited Email. If K-Designed S.A.R.L. receives two or more complaints for two or more different domains within the same account related to Unsolicited Email, and there is no response to either or both requests for explanation, K-Designed S.A.R.L. may suspend and lock the domains in question and lock and disable the domains in the entire account. For those domains within the account that have not received an Unsolicited Email complaint, such domains may be permitted to be transferred to another registrar at the account owner/domain registrant's sole expense. However, the domains that have received Unsolicited Email complaints will remain locked and suspended, at K-Designed S.A.R.L. discretion.
4. Additional Unsolicited Email guidelines. Certain K-Designed S.A.R.L. services may have additional Unsolicited Email guidelines explaining appropriate conduct for those services. It is the user's responsibility to read and comply with each service's guidelines for additional details regarding Unsolicited Email.
5. Enforcement of Unsolicited Email policy. In addition to the above actions, violations of this Section 11 may result in legal action and/or a fine against you and the termination, without notice, of your account and/or anything associated with it, including, but not limited to, email accounts, posts, home pages, and profiles. Nothing in this policy is intended to grant any right to transmit email to or through K-Designed S.A.R.L. computer systems.

12. Agents and licensing:

You agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Agreement, including the Dispute Policy. The name listed as registrant of the domain or the appropriate officer of a listed Organization (at K-Designed S.A.R.L. discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that particular domain (e.g. admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you accept liability for any actions of the licensee using the domain unless you promptly disclose the current contact information provided to you by the licensee and the identity of the licensee to any party providing reasonable evidence of actual harm.

13. Representations and warranties:

In the event that, in registering the domain, you are providing information related to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate.

14. Indemnification

0. Indemnification of K-Designed S.A.R.L.. You will indemnify, hold harmless, and defend K-Designed S.A.R.L. and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Agreement or any of K-Designed S.A.R.L. policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). "Reasonable attorneys' fees and costs" as used in this Section 14 includes without limitation fees and costs incurred to interpret or enforce this Section 14. K-Designed S.A.R.L. may, at its expense, employ separate counsel to monitor and participate in the defence of any Claim. K-Designed S.A.R.L. will provide you with reasonably prompt notice of any Claim.
1. Indemnification of ICANN and Registry Operators. You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to VeriSign, Inc., Public Interest Registry, Afilias Limited, SITA, NeuLevel, Inc., and NeuStar, Inc.) and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same. This indemnification obligation shall survive the termination or expiration of the registration agreement. Some Registry Operators may not allow this indemnification provision to apply, as contained herein; in such cases, this provision is in effect to the full extent permitted by law as applicable to such Registry Operator.

15. Warranty disclaimer; limitation of liability:

0. Disclaimer of warranty K-Designed S.A.R.L. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ANY OF ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, DOMAIN NAME REGISTRATION AND ANY ENCRYPTION SERVICES. FURTHER, K-Designed S.A.R.L. EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR AN INTENDED PURPOSE, PROPER WORKMANSHIP, NON-NEGLIGENCE, AND NON-INFRINGEMENT. WITHOUT ANY LIMITATION TO THE FOREGOING, K-Designed S.A.R.L. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN UNDER THIS AGREEMENT WILL PREVENT CHALLENGES TO YOUR DOMAIN REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF ANY DOMAIN REGISTERED TO YOU.
1. Limitation of liability. YOU AGREE THAT K-Designed S.A.R.L. WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) SUSPENSION OR LOSS OF THE DOMAIN REGISTRATION IN YOUR NAME; (B) USE OF YOUR DOMAIN REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE; (C) INTERRUPTION OF BUSINESS; (D) ACCESS DELAYS, DENIAL OF SERVICE (DOS) ATTACKS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE

WEB SITE(S) YOU ACCESS BY THE DOMAIN REGISTERED IN YOUR NAME; (E) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) EVENTS BEYOND K-Designed S.A.R.L. REASONABLE CONTROL; (G) THE PROCESSING OF THIS APPLICATION; (H) ANY FAILURES OF ENCRYPTION OR OTHER SERVICES PROVIDED; OR (I) APPLICATION OF THE DISPUTE POLICY.

K-Designed S.A.R.L. ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF K-Designed S.A.R.L. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL K-Designed S.A.R.L. MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN THAT IS AT ISSUE FOR THE THEN-CURRENT PERIOD OF REGISTRATION.

SHOULD THIS AGREEMENT OR A DISPUTE POLICY BE AMENDED IN SUCH A MANNER THAT YOU DO NOT ACCEPT OR AGREE TO, YOUR SOLE REMEDY WILL BE TO CANCEL YOUR DOMAIN REGISTRATION (AND RECEIVE NO REFUND) OR TO REQUEST FOR DOMAIN TRANSFER.

16. Term and termination:

0. Term. This Agreement is effective as of the "Effective Date." The term of this Agreement is from the Effective Date to the day that this Agreement ends through any of the following means: (a) your domain registration is cancelled; (b) your domain is actually transferred to a third party; or (c) your domain expires or is terminated (in accordance with Section 16.3, below) (collectively, "Termination").
1. Domain suspension, cancellation or transfer. You acknowledge and agree that your domain registration is subject to suspension, cancellation or transfer (cancellation or transfer collectively referred to as, "Cancellation") (a) to correct mistakes by K-Designed S.A.R.L., another registrar, or a Registry Administrator in administering the name or (b) for the resolution of disputes concerning the domain pursuant to an ICANN policy or procedure. You also agree that K-Designed S.A.R.L. shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain registration upon up to seven (7) calendar days prior notice or after such time as K-Designed S.A.R.L. receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation, transfer or modification of the domain registration.
2. Termination. K-Designed S.A.R.L. reserves the right to suspend, cancel, transfer or modify your domain registration if: (a) you materially breach this Agreement (including the Dispute Policy) and do not cure such breach within seven (7) days of notice by K-Designed S.A.R.L.; (b) you use the domain to send Unsolicited Email, in violation of this Agreement or applicable laws; (c) you use your domain in connection with unlawful activity; or (d) you violate this Agreement.
3. Survival. The following provisions will survive Termination or Cancellation of this Agreement: Sections 2, 12, 13, 14, 15, 16, and 17.

17. Additional terms:

0. Personal Data. K-Designed S.A.R.L. incorporates its Privacy Statement by reference, and K-Designed S.A.R.L. Privacy Statement explains how K-Designed S.A.R.L. collects information concerning identified or identifiable persons ("Personal Data"). Please read our Privacy Statement. In addition, you hereby represent that you have provided K-Designed S.A.R.L. Privacy Statement to any person whose Personal Data you disclose to K-Designed S.A.R.L. and that you have obtained their consent to the foregoing. K-Designed S.A.R.L. will not process or disclose Personal Data in a manner inconsistent with the foregoing without providing notice consistent with its Privacy Statement. Your continued use of our services after such time period constitutes your agreement with K-Designed S.A.R.L. revised policy and your representation that you notified the persons whose Personal Data has been provided to K-Designed S.A.R.L. and have received their consent to the new policy.

1. Modifications to Agreement. ICANN REQUIRES THAT THIS AGREEMENT MUST BE MODIFIED IMMEDIATELY TO REFLECT ANY AND ALL CHANGES REQUIRED BY ICANN. THUS, THIS AGREEMENT MAY BE MODIFIED AT ANY TIME TO REFLECT CHANGES IN ICANN'S POLICIES. Further, except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on K-Designed S.A.R.L. Web sites, or upon notification to you by email or United States mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, 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 email or surface mail addressed as follows, K-Designed S.A.R.L, 1 Rue Tagamou, Al Houda, Agadir 80000, Morocco. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are non-refundable, but you will not incur any additional fees. By continuing to use K-Designed S.A.R.L. services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes.

We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature.

2. Governing law. Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the Kingdom of Morocco, as if the Agreement was a contract wholly entered into and wholly performed within the Kingdom of Morocco. Except as otherwise set forth in the Dispute Policy with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the web site (including class actions or individual suits, regardless of whether or not a similar action and/or comparable remedy could be pursued in a foreign state) shall be brought exclusively in the Court of Agadir, Morocco.
3. Notices. You agree that any notices required to be given under this Agreement by K-Designed S.A.R.L. to you will be deemed to have been given if delivered in accordance with the contact information you have provided.
4. Relationship. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
5. Waiver. The failure by K-Designed S.A.R.L. to require performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by K-Designed S.A.R.L. of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
6. Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole K-Designed S.A.R.L. will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of as reflected in the original provision.
7. Assignment. This Agreement may be assigned by K-Designed S.A.R.L. without your consent. You may not assign this Agreement (and the related domain registration) without the prior consent of K-Designed S.A.R.L. and/or without using the K-Designed S.A.R.L. domain transfer process in compliance with ICANN's policies.
8. Intellectual Property. You understand and agree that all content and materials contained in this Agreement, other policies, the K-Designed S.A.R.L. Web site, and any affiliated Web sites, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the Kingdom of Morocco, as well as any other applicable proprietary rights and laws, and that K-Designed S.A.R.L. or its licensor expressly reserves its rights in and to all such content and materials. You further understand and

agree that You are prohibited from using, in any manner whatsoever, any of the content or materials described above without the express written permission of K-Designed S.A.R.L. or its licensor. No license, distribution rights, or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise. If any license is granted, it is strictly for the purpose of this agreement and may not be sold or used in any other manner without the express written consent from K-Designed S.A.R.L.. You agree that K-Designed S.A.R.L., or its licensor holds all rights, title and interest in all intellectual property, including other rights related to intangible property, unless otherwise indicated ("Intellectual Property Rights"). You acknowledge that no title or interest in such Intellectual Property Rights is being transferred to You and You agree to make no claim of interest in any such services.

9. Entire agreement. This Agreement, and the attachments and documents referenced herein, including but not limited to the Dispute Policy (as modified from time to time), constitute the complete and exclusive agreement between you and K-Designed S.A.R.L., and supersede and govern all prior proposals, agreements, or other communications.

APPENDIX 1. ADDITIONAL REGISTRY REQUIREMENTS

Listed below are additional contractual requirements that you the registrant must agree to should you desire to register a domain in these registries.

1. **.INFO. Should you seek to register a .INFO second level domain, you must agree to be bound by the following terms:**
 1. Registrant consents to the use, copying, distribution, publication, modification, and other processing of Registered Domain Holder's Personal Data by Afiliás, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.
 2. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy (UDRP) and comply with the requirements set forth by Afiliás for domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification.
 3. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
 4. Registrant acknowledges that Afiliás, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, 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 a Sunrise Registration.
 5. Registrar and Afiliás, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Registrar and/or Afiliás as well as their affiliates, subsidiaries, officers, directors and employees. Registrar and Afiliás also reserve the right to freeze a domain during resolution of a dispute.
2. **.BIZ. Should you seek to register a .BIZ second level domain, you must agree to be bound by the following terms:**
 1. BIZ RESTRICTIONS. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain or any content, software,

materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

- i. To exchange goods, services, or property of any kind;
 - ii. In the ordinary course of trade or business; or
 - iii. To facilitate:
 - A. the exchange of goods, services, information, or property of any kind; or
 - B. the ordinary course of trade or business.

Registering a domain solely for the purposes of (1) selling, trading or leasing the domain for compensation, or (2) the unsolicited offering to sell, trade or lease the domain for compensation shall not constitute a "bona fide business or commercial use" of that domain.

2. BIZ CERTIFICATION. As a .biz domain registrant, you hereby certify to the best of your knowledge that:

The registered domain will be used primarily for bona fide business or commercial purposes and not:

- . exclusively for personal use; or
 - A. solely for the purposes of (1) selling, trading or leasing the domain for compensation, or (2) the unsolicited offering to sell, trade or lease the domain for compensation. For more information on the .biz restrictions, which are incorporated herein by reference, please see:
<http://www.neulevel.com/countdown/registrationRestrictions.html>.
- i. The domain registrant has the authority to enter into the registration agreement; and
- ii. The registered domain is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

3. PROVISION OF REGISTRATION DATA.

0. Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- . your full name, postal address, e mail address, voice telephone number, and fax number if available;
 - A. the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;
 - B. the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain;
 - C. the corresponding names of those nameservers;
 - D. the full name, postal address, email address, voice telephone number, and fax number if available of the technical contact for the domain;
 - E. the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain;

- F. the name, postal address, email address, voice telephone number, and fax number if available of the billing contact for the domain; and
 - G. any remark concerning the registered domain that should appear in the Whois directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Agreement.
1. Inaccurate or Unreliable Data. You hereby represent and warrant that the data provided in the domain registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain concerning the accuracy of contact details associated with any registration(s) or the registration of any domain(s) registered by or through you or your account, shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or any ICANN/Registry Policy.
 2. DOMAIN DISPUTE POLICY. If you reserved or registered a .biz domain through us, you agree to be bound by our current domain dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
 - The Uniform Domain Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.
 - A. The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and
 - B. The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than

the Registry Operator or Registrar over the registration and use of an Internet domain registered by Registrant. The RDRP sets forth the terms under which any allegation that a domain is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain is being used primarily for business or commercial purposes or that a domain is being used in compliance with the SUDRP or UDRP processes.

3. DOMAIN DISPUTE POLICY MODIFICATIONS. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

4. DOMAIN DISPUTES. You agree that, if your use of our domain registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain registration services, you agree not to make any changes to your domain record without our prior approval. We may not allow you to make changes to such domain record until:

we are directed to do so by the judicial or administrative body; or

A. we receive notification by you and the other party contesting your registration and use of our domain registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain registration services, we may deposit control of your domain record into the registry of the judicial body by supplying a party with a registrar certificate from us.

5. RESERVATION OF RIGHTS. K-Designed S.A.R.L. and the .biz Registry Operator, NeuLevel expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part K-Designed S.A.R.L. and/or NeuLevel, as well as their affiliates, subsidiaries, officers, directors and employees. K-Designed S.A.R.L. and NeuLevel also reserve the right to freeze a domain during resolution of a dispute.

3. **.NAME . Should you seek to register a .NAME second level domain, you must agree to be bound by the following terms:**

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .name TLD satisfies the eligibility requirements ("Eligibility Requirements") established by Global Name Registry Ltd., the registry for the .name TLD, which are available at the following URL:
<http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>.

2. Dispute Resolution Policies. You agree that every service for which you register is subject to the Uniform Domain Dispute Resolution Policy (the "UDRP") and the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), which are located at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>. Without limiting the foregoing, you agree that:
 - every Defensive Registration is subject to challenge pursuant to the ERDRP;
 - A. if a Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registration Holder will pay the challenge fees;
 - B. if a challenge to a Defensive Registration is successful, the Defensive Registration will be subject to the procedures described in the ERDRP and the Eligibility Requirements including, without limitation, the cancellation of the Defensive Registration Holder's other Defensive Registrations; and
 - C. if a Phase I Defensive Registration (as defined by the .name registry) is successfully challenged on the basis that it does not meet the applicable eligibility requirements, the Defensive Registration Holder will thereafter be required to demonstrate, at its expense, that it meets the eligibility requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any registrar. In the event the Defensive Registration Holder is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.
3. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that neither the .name registry nor VeriSign shall have any liability of any kind for any loss or liability resulting from:
 - the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name, a second-level domain email address registration (an "SLD Email Address"), a Defensive Registration, or a NameWatch Registration using the services provided by VeriSign or the .name registry; or
 - A. any dispute over any Registered Name, SLD Email Address, Defensive Registration or NameWatch Registration, including any dispute resolution proceeding related to any of the foregoing.
4. **.MOBI - Should you seek to register a .MOBI second level domain, you must agree to be bound by the following terms:**
 1. Provide current, accurate and complete information in connection with the registration of the Domain Name and its creation, launch, and operation of the website, including but not limited to information required for the purposes of the WHOIS record.
 2. Indemnify to the maximum extent permitted by law, defend and hold harmless the .MOBI Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration and or use, and this indemnification obligation survives the termination or expiration of the registration agreement;
 3. Indemnify, defend and hold harmless .MOBI Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or 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 your domain name registration and or use, and this indemnification obligation survives the termination or expiration of the registration agreement;
 4. Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi

TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to K-Designed S.A.R.L. being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement.

5. Comply with ICANN requirements, standards, policies, procedures, and practices for which the .MOBI Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;
6. Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the .MOBI Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or domain registrants, and consistent with the Registry Agreement shall be effective upon thirty days' notice by Registry Operator to Registrar;
7. Consent to the use, copying, distribution, publication, modification and other processing of your Personal Data by dotmobi, the .MOBI Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract and with relevant mandatory local data protection, laws and privacy;
8. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");
9. Immediately correct and update the registration information for the registered .MOBI Name during the registration term for the .MOBI Registered Name;
10. Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the .MOBI Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period , and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation:
 - . the ability or inability of a registrant to obtain a Registered Name during these periods, and
 - i. the results of any dispute made during the limited industry launch or over a Sunrise Registration.
11. Acknowledge and agree that the .MOBI Registry and .MOBI Registry Services Provider, acting in consent with the .MOBI Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion:
 - . to protect the integrity and stability of the registry;
 - i. to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process;
 - ii. to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
 - iii. for violations of the terms and conditions herein; or
 - iv. to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute.

12. Acknowledge and agree that you must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the .MOBI Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted.
 13. Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract.
 14. Acknowledge that if the domain name being registered is a dotMobi Premium Name, as such are listed at <http://mtld.mobi/domain/premium>, then use of the domain is also subject to the terms and conditions of the dotMobi Premium Name Agreement (formerly known as the dotMobi Auction Agreement) posted at <http://mtld.mobi/node/1135>, which is incorporated by reference herein.
 15. Acknowledge and agree that upon termination or expiration of the dotMobi Premium Name Agreement in accordance with the terms thereof, (i) any and all rights of Company to the Registration of the Domain Name, the Registration Code, and/or to create, launch, and/or operate the Website shall be terminated, and all such rights shall revert to mTLD and (ii) mTLD may grant Registration rights to the Domain Name and/or rights to the Registration Code to any entity or person in its sole discretion, and Company shall have no rights or recourse against mTLD and/or Registrar relating to the registration or use of the Domain Name and/or Registration Code by any other such entity or person.
5. **.AERO. With respect to any registration of a .AERO domain name, you agree to the following terms:**
1. Registrar's agency

The Registrar acts as agent for the Registry Operator and the Sponsor for the sole purpose, and only to the extent necessary, to enable the Registry Operator and the Sponsor to receive the benefit of rights and covenants conferred on each of them under this agreement.
 2. Terminology

Domain name means the .aero domain name registered by the Registrant.

 - i. Policy means the .aero Domain Name Management policy, which can be viewed at <http://www.information.aero/index.php?id=15>.
 - ii. Registrant means an applicant for, or licensee of, a domain name.
 - iii. Registrar means K-Designed S.A.R.L..
 - iv. Registry Operator means SITA Information Networking Computing BV, a Netherlands corporation with its place of business at Heathrowstraat (Sloterdijk), 1043Ch Amsterdam, The Netherlands, the person responsible for administering the .aero domain name registry.
 - v. Sponsor means Societe Internationale de Telecommunications Aeronautiques, a Belgian co-operative corporation registered with the Belgian Registrar of companies number B 217.548., the Sponsor of the .aero domain name.
 3. Warranty

Registrant warrants that:

to the best of Registrant's knowledge and belief, neither its 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

- i. the domain name complies with the Policy. Breach of this warranty will constitute a material breach of this Agreement.

4. Provision of registration data

As part of the registration process, Registrant is required to provide certain information and agrees to update this information to keep it current, complete and accurate. This information includes:

Registrant's full name, postal address, email address, voice telephone number, and fax number if available;

- a. the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation;
- b. the names of the primary nameserver and any secondary nameserver(s) for the domain name;
- c. the full name, postal address, email address, voice telephone number, and fax number if available of the technical contact for the domain name;
- d. the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain name; and
- e. the name, postal address, email address, voice telephone number, and fax number if available of the billing contact for the domain name.

5. Inaccurate or unreliable data

Registrar represents and warrants that the data provided in the domain name registration application is true, correct, up to date and complete and that Registrant will continue to keep all the information provided up to date. Registrant's wilful failure promptly to update information provided, or any failure to respond for over 10 calendar days to inquiries by the Registrar, the Registry Operator and the Sponsor addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through the Registrant, shall constitute a breach of this agreement and be a basis for cancellation of the domain name.

6. Use of information

Registrant acknowledges that information provided by the Registrant will be:

transmitted to the Registry Operator for registry use;

- i. publicly available as required by ICANN; and
- ii. used by the Registrar, the Registry Operator and the Sponsor for inclusion in registers and data bases produced by them or their licensees.

7. Correction of data

Registrant may access data provided and rectify any incorrect data relating to Registrant through a login and password provided by Registrar (if available) or by making requests to Registrar's customer support group.

8. Consent

Registrant consents to the use of the information provided by it for the purposes set out in clause 6. If Registrant does not consent to the use of the information for the purposes set out in clause 6(c), then the Registrant must provide non consent verification stating the name and address of the Registrant and signed by an appropriate authorised individual. This must be sent to Domain Bank, Inc., 23 West 4th Street, Bethlehem, PA 18015 USA, Attn: General Counsel.

9. Notice to third parties

it has provided, or will provide, to each third party individual whose personal details the Registrant has provided to Registrar, the same information about use of those details as set out in clauses 6, 7 and 8; and

- a. each third party individually has consented to use of their personal data for the purposes set out in this agreement.

10. Use of information

The Registrar, the Registry Operator and the Sponsor will not process information in a manner incompatible with the purposes and limitations set out in clauses 6 and 7 of the Registrar Agreement.

11. Reasonable precautions

The Registrar, the Registry Operator and the Sponsor will take reasonable precautions to protect personal information obtained from Registrant from loss, misuse, unauthorised access or disclosure, alteration or destruction.

12. Limitation of liability

To the extent permitted by law, Registrant agrees that neither the Registrar, the Registry Operator and the Sponsor have any liability to the Registrant or the Registrant's agent for any loss Registrant may incur in connection with the processing of this agreement, the processing of any pre-registration application or application for a domain name, the processing of any authorized modification to the domain name's record during the covered registration period, or the failure by the Registrant's agent to pay a pre-registration or registration fee or renewal fee, or as a result of the application of the provisions of the relevant domain name dispute policy.

13. Suspension, cancellation, transfer

Registrant agrees that registration of its domain name shall be subject to suspension, cancellation or transfer by the Registrar or the Sponsor pursuant to any Sponsor or ICANN adopted specification or policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN adopted specification or policy:

to correct mistakes by Registrar, the Registry Operator or the Sponsor in registering the domain name;
and

- a. for the resolution of disputes concerning the domain name

14. Indemnity

The Registrant agrees to indemnify, keep indemnified and hold the Registrar, the Registry Operator, the Sponsor and their directors, officers, employees and agents harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Registrant's domain name registration or pre-registration, or to the Registrant's use of the domain name.

15. Submission to jurisdiction

For the adjudication of disputes concerning or arising from the use of the domain name, the Registrant submits, without prejudice to other potentially applicable jurisdictions, to the jurisdictions of the courts of:

the Registrant's domicile; and

- a. the place where the Sponsor is located.

16. Domain name license

Domain Names will be registered to Registrants only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified shall, in the absence of extenuating circumstances, result in cancellation of the registration. The domain name is personal to the Registrant, and the Registrant may not transfer or license the domain name to any other person.

17. Changes to the Domain Name Management Policy

The Registrant acknowledges that the Policy is expected to evolve. Changes in the Policy may result in cancellation or non-renewal of the registration or a change of terms under which the registration may be maintained.

18. Agreement with policies

Registrant acknowledges that it has read and understood, and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are incorporated and made an integral part of this agreement:

Uniform Domain Name Dispute Resolution Policy ("UDRP"). The UDRP applies to challenges to a registered domain name on the grounds that the domain name is identical with or confusingly similar to a trademark in which the complainant has rights, and can be viewed at <http://www.icann.org/dndr/udrp/policy.htm>;

- a. Charter Eligibility Dispute Resolution Policy ("CEDRP"). The CEDRP applies to challenges to registered domain names on the grounds that the Registrant set forth in the Sponsored TLD Charter, which can be viewed at <http://www.icann.org/tlds/agreements/sponsored/sponsorship-agmt-att12-13oct01.htm>.
- b. Eligibility Dispute Resolution Policy, and can be viewed at <http://www.information.aero/news/edrp.doc>.

19. Breach

Registrant agrees that failure to abide by any provision of this agreement or any relevant domain name dispute policy may be considered by Registrar or the Sponsor as a material breach and that Registrar or the Sponsor may provide a notice describing the breach to the Registrant. If, within 21 days of the date of the notice, the Registrant fails to provide evidence, which is reasonably satisfactory to the Registrar or the Sponsor (as the case may be) that it has not breached its obligations, then Registrar or the Sponsor may delete Registrant's registration of the domain name. Any such breach by a Registrant shall not be taken to be excused simply because the Registrar or the Sponsor did not act earlier in response to that, or any other, breach by the Registrant. Notice may be given by mail, facsimile, email or other electronic means.

6. **With respect to any registration of a .COOP domain name, you agree to the following terms:**

1. You hereby enter into and agree to be bound by the terms and conditions of the Registration Agreement between DotCooperation LLC located at the following URL: <http://www.nic.coop/Downloads/>.

7. **.ASIA -- Should you seek to register a .ASIA top level domain, you must agree to be bound by the following terms:**

1. Definitions:
 - "Applicant" means a natural person or legal entity seeking to use the services of the Registrar and/or Pool to become a Registrant of a .asia domain name, and the Applicant Party to this Agreement.
 - a. "Participant" means a natural person or legal entity whose name appears on the Registry qualified Auction list, and being the Applicant, or the Applicant's agent (e.g., the OPN Contact as defined by the Registry and/or the Registrar acting as agent for the Applicant), and who actively participates in the Auction.
 - b. "Pool.com" means Pool.com, Inc., a Canadian corporation with offices at 26 Auriga Dr. Ottawa, ON, Canada, K2E 8B7, which will process the auction of .ASIA TLDs in conjunction with the Registry ("Auction").
 - c. "Registered Name Holder" means the holder of a registered domain name and for the context of the .ASIA Registry, in consideration and in compliance with the Charter Eligibility Requirement Policy, the Registered
 - d. "Registrar" means K-Designed S.A.R.L.
 - e. "Registry" and "DotAsia" means DotAsia Organisation, Ltd.
 - f. "Registry Services Provider" means Afilias Limited, a company incorporated under the laws of Ireland and having its principle offices at Office 110, 52 Broomhill Road, Tallaght, Dublin 24, its successors and assigns as delegated by DotAsia.
2. You hereby agree to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia, Registry Services Provider, and their directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use.
3. You hereby agree to the ICANN requirements, standards, policies, procedures, and practices for which the .ASIA registry has monitoring responsibility in according with the Registry Agreement or other arrangement with ICANN.
4. You hereby agree to adhere to the operational standards, policies, procedures, and practices for the .ASIA Registry established from time to time by DotAsia in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia to Registrar.
5. Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited ("DotAsia"), the Registry Operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of DotAsia have vested and that DotAsia has relied on its third party beneficiary rights under this Agreement. Additionally, the third party beneficiary rights of DotAsia shall survive any termination or expiration of this Agreement.
6. You hereby consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by DotAsia and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws, and privacy.
7. You hereby agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") (<http://www.icann.org/udrp/>).
8. You hereby agree to immediately correct and update the registrant's information for the Registered Name during the registration term for the Registered Name.

9. You hereby agree to submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP") (<http://www.icann.org/udrp/cedrp-rules.html>).
10. You hereby acknowledge and agree to comply with the .ASIA Charter Eligibility Requirement, including the following provision: "The Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (CED Contact), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder's legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the Dot Asia Organization Limited's .ASIA Charter Eligibility Requirement Policy published from time to time.

Registered Name Holder acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates."

11. You hereby agree to be bound by the terms and conditions in the initial launch and general operations of the Registry TLD, including without limitation the Start-Up Policies (as set forth by DotAsia at <http://policies.registry.asia>) where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.
12. You hereby acknowledge and agree that DotAsia and Registry Services Provider, acting in consent with DotAsia, reserve the right to deny, cancel or transfer any registration that they deem necessary, in their sole discretion:
 - to protect the integrity, security, and stability of the registry;
 - a. to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process;
 - b. to avoid any liability, civil or criminal, on the part of DotAsia as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
 - c. for violations of the terms and conditions herein; or
 - d. to correct mistakes made by DotAsia, the Registry Services Provider, or any registrar in connection with a domain name registration. DotAsia also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.
13. You hereby agree to submit to proceedings commenced under other dispute policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts, or other competent claimants in the purpose of upholding the stability, security, and integrity of the .ASIA Registry.
14. Applicant agrees that any and all actions taken by the Participant are actions taken on the Applicant's behalf, and with its full authority, and it ratifies any and all such actions.
15. Applicant and Registrar acknowledge and agree that this Agreement is intended to be for the benefit of Pool and the Registry. For the avoidance of doubt, Applicant and Registrar acknowledge and agree that this Agreement in no fashion binds or obligates Pool or the Registry.
16. **DISCLAIMER OF WARRANTY RELATING TO POOL.** APPLICANT ACKNOWLEDGES AND AGREES THAT THE POOL SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES,

EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH POOL SERVICES OR THAT ANY OF SUCH POOL SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH POOL SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR OR PARTICIPANT FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE POOL SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

17. **LIMITATION OF LIABILITY RELATING TO POOL.** IN NO EVENT WILL POOL'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED \$ 100.00. IN ADDITION, IN NO EVENT WILL POOL, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF POOL, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO POOL SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. POOL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING POOL SERVICES TO THE REGISTRAR OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT, INCLUDING DELAYS IN TRANSMISSION OF DATA.
18. **INDEMNITY RELATING TO POOL.** Applicant will defend, indemnify and hold Pool, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including reasonable attorneys' fees), arising out of acts or omissions of the Applicant's and/or the Registrar's agents or employees, breach of any provisions of this agreement, or operation of the Applicant's and/or Registrar's business. Pool will provide the Applicant and Registrar with written notice of such claim. Applicant will not enter into any settlement or compromise of any claim subject to indemnification under this clause, without Pool's prior written permission, which permission shall not be unreasonably withheld or delayed.

8. **.ME -- Should you seek to register a .ME top level domain, you must agree to be bound by the following terms:**

1. You shall comply with all registry policies and all other standards, policies, procedures, and practices which the Montenegrin government requires the .me registry to implement in accordance with the Registry Agreement or otherwise.
2. You shall comply with all operational standards, policies, procedures, and practices for the .me registry system established from time to time by the .me registry.
3. You shall consent to the use, copying, distribution, publication, modification, and other processing of the registrant's personal data by the .me registry and its designees and agents in a manner consistent with the purposes of the .me Registry-Registrar Agreement.
4. You shall submit to proceedings comments under any dispute policy implemented by the .me registry, including, without limitation, the Domain Name Dispute Resolution Policy (.DRP.) referenced on the .me registry's website at www.domain.me/DRP.

5. You shall agree to be bound by the terms and conditions of the initial launch and general operation of the .me TLD, including, without limitation, the sunrise and land rush periods, and the corresponding dispute resolution policies.
 6. You acknowledge the .me registry has no liability of any kind for any loss or liability resulting from the proceedings and processes related to the sunrise or land rush periods, including, without limitation: (a) the ability or inability to obtain a .me registered domain name during these periods; and (b) the results of any dispute procedures.
 7. You acknowledge and agree that the .me registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain names(s) on registry lock, hold, or similar status, that it deems necessary, in its sole discretion to (b) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of the .me registry, as well as its owners, affiliates, subsidiaries, officers, directors, and employees for violations of any policies, terms, or conditions established by the .me registry, including, without limitation, the .me registry policies; and (d) to correct mistakes made by the .me registry or Registrar in connection with a domain name registration. The .me registry also reserves the right to place a domain name on registry, lock, hold, or similar status during resolution of a dispute proceeding.
 8. You shall submit to proceedings commenced under other dispute policies as set forth by the .me registry from time to time, including, but not limited to, expedited processes for suspension of a domain name by claims brought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security, and integrity of the .me registry system for the .me top level domain.
 9. You hereby agree to indemnify, to the maximum extent permitted by law, defend and hold harmless doMEn, d.o.o., and its owners, subsidiaries, affiliates, subcontractors, and agents, and their respective 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 or use.
9. **.TEL -- Should you seek to register a .TEL top level domain, you must agree to be bound by the following additional terms:**
1. Definitions:
 - . "Delegated Zone" means administrative units of the DNS as defined in RFC 1034. Delegated Zones are autonomous units of the Registry TLD name space that are under the control of a registrant, delegated to them and usually managed by a TelHosting Provider.
 - a. "Domain Name Holder" means an individual, organization or company holding a domain name registration.
 - b. "Personal Data" means personal data about any identified or identifiable natural person, and any data that is "Personal Data" for the purposes of the Data Protection Act 1998 (UK).
 - c. "Registrar" means K-Designed S.A.R.L.
 - d. "Registry" and "Telnic" means Telnic Limited.
 - e. "Registry TLD" means the .tel top level domain.
 - f. "Resource Records" means a data element or set of data elements as defined in RFC 1034 that are stored in a Delegated Zone.
 - g. "Services" means the delegate zone provisioning and DNS hosting services for domain names provide by Telnic.

- h. "Sponsoring Organisation" means the entity responsible for the policies and deployment principles of the Registry TLD. As of October 6, 2008, the Sponsoring Organisation is the Registry.
 - i. "Telhosting Provider" means a provider of Delegated Zone provisioning and DNS hosting service for Resource Records in the Registry TLD.
 - j. "TLD Requirements" means the requirements, standards, policies and procedures for the Registry TLD that are adopted by the Registry and/or the Sponsoring Organisation, as may be properly amended or modified from time to time.
2. **Responsibility for Content.** Domain Name Holder is solely and fully responsible for all information, data and text ("Content") provided in connection with the domain name. The Registrar, its service providers and designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content.
 3. **Use of Information.** Domain Name Holder agrees to provide updated, current Content. If Domain Name Holder provides information about a third party or employer, Domain Name Holder hereby represents and warrants that it has (a) provided notice to that third party of the disclosure and use of that third party's information in connection with the domain name, and (b) obtain that third party's express consent to the disclosure and use of that third party's information. Domain Name Holder expressly consents to the use of the Content by Telnic and its service providers to provide the Services, to conduct analyses related to the Services, and as otherwise described in Telnic's posted privacy policy (<http://telnic.com/legal.html>).
 4. **Prohibited Activities** Domain Name Holder will not use the Services or provide Content which could (a) violate any applicable local, state or national law, (b) give rise to criminal, civil or other liability to the Registrar, its service provider or designees, or (c) damage the reputation of the Registrar, its service provider or designees.
 5. **Reservation of Rights** Registrar and/or its service providers reserve the right to withhold or suspend services as it deems necessary in its sole discretion: (a) to protect the integrity and stability of the Registry, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on their part, as well as on the part of their affiliates, subsidiaries, officers, directors, and employees; (d) for violations of this Agreement, including, without limitation, the exhibits hereto; (e) to correct mistakes in connection with a domain name registration; (f) to enforce the TLD Requirements; and (g) to prevent use of the domain name in a manner contrary to the intended purpose of the Registry TLD. Registrar and/or its service providers also reserve the right to suspend the provision of the Services during resolution of a dispute.
 6. **Representations and Warranties.** By submitting a request for a domain name, Domain Name Holder represents and warrants that:
 - to its knowledge, neither the Content nor the registration of the requested domain name infringes, or will infringe in the future, upon or otherwise violate the rights of any third party;
 - a. it is not submitting the request for a domain name, nor does it intend to use the Content, for any unlawful purposes;
 - b. it will not knowingly submit Content or use the domain name in violation of any applicable laws or regulations or of the rights of any third parties; and
 - c. it will use the domain name in accordance and otherwise comply with the TLD Requirements.
 7. **Communication with Domain Name Holder.** Domain Name Holder hereby agrees that Telnic shall have the right to communicate directly with the Domain Name Holder in connection with any issue relating to a domain name and the Domain Name Holder's

membership of the .tel community. The Domain Name Holder will respond promptly to such communications from Telnic and will resolve any errors in Content notified to the Domain Name Holder.

8. **Indemnification.** Domain Name Holder hereby agrees to indemnify, to the maximum extent permitted by law, indemnify, defend and hold harmless Registry, its service providers, subcontractors and their respective directors, officers, employees, affiliates and agents 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 Domain Name Holder's domain name registration and or use. Such indemnification shall survive any termination or expiration of the Registration Agreement.
9. **Use of Personal Data.** Domain Name Holder consents to the use, copying, distribution, publication, modification and other processing of Domain Name Holder's Personal Data by Registry, its service providers, subcontractors and agents in a manner consistent with Registry's posted privacy policy, Registry's WHOIS policy and all other purposes of collection notified to Registrar by Registry (<http://telnic.com/>).
10. Domain Name Holder hereby agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") (<http://www.icann.org/udrp/>).
11. Domain Name Holder hereby agrees to immediately correct and update the registration information for the domain name during the registration term of the domain name.
12. Domain Name Holder hereby agrees to be bound by the policies relating to the initial launch of the Registry TLD, such as the Sunrise Policy (<http://telnic.com/launch-sunrise.html>) and any applicable Landrush requirements (<http://telnic.com/launch-landrush.html>), and will acknowledge that Registry has no liability of any kind for any loss or liability resulting from any such policies or requirements, including, without limitation: (a) the ability or inability of a registrant to obtain a domain name during these periods, and (b) the results of any dispute over a Sunrise registration.
13. Domain Name Holder hereby agrees that use of the domain name shall comply with all applicable TLD requirements, including, but not limited to, the Acceptable Use Policy (<http://telnic.com/downloads/AUP.pdf>) and the Sunrise policy (<http://telnic.com/launch-sunrise.html>).
14. Domain Name Holder hereby acknowledges and agrees that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity, security, and stability of the registry; (b) to comply with any appropriate laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, or employees; (d) per the terms of the Registration Agreement; (e) to correct mistakes made by Registry or Registrar in connection with a domain name registration; (f) to enforce the TLD Requirements; and (g) to prevent use of the domain name in a manner contrary to the intended purpose of the Registry TLD. Registry also reserves the right to lock, hold or place a similar status on a domain name during resolution of a dispute. Registry shall have no liability of any kind to Domain Name Holder, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.
15. Registry may communicate with the Domain Name Holder in connect with issues relating to a domain name and the Domain Name Holder's membership of the .tel community
16. **Jurisdiction and Applicable Law.** Domain Name Holder hereby agrees that any dispute, controversy or claim between the Domain Name Holder and Registry relating to a domain name or a request for a domain name, the Services, or any Content shall be subject to the laws of the Kingdom of Morocco, and the exclusive jurisdiction of the courts in Agadir, Morocco. Domain Name Holder hereby agrees that any dispute, controversy or claim between the Domain Name Holder and the Telnic relating to a domain name or a request for a domain name or any Content shall be subject to the

laws of England and Wales and the exclusive jurisdiction of the courts in England and Wales.

10. **.CO -- Should you seek to register a .CO top level domain, you must agree to be bound by the following additional terms:**

1. Definitions:
 - "Administrator" means .CO Internet, S.A.S.
 - a. "Registrar" means K-Designed S.A.R.L.
 - b. "Registered Name" means a domain name within the .Co TLD, whether consisting of two, three or more levels (e.g. twolevels.co or three.levels.co), registered and/or maintained through the Registry System and about which data is maintained by or on behalf of Administrator in the Registry Database (whether or not such name appears in the .Co TLD zone file).
 - c. "Registrant" means the holder of a Registered Name.
 - d. "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the .Co TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.
 - e. "Registry System" means the registry system operated by or on behalf of Administrator for Registered Names in the .Co TLD, including, without limitation, the Registrar Toolkit, as well as any updates, modifications, enhancements and/or redesigns thereof that may be made from time to time.
2. You shall (within twenty days of demand) indemnify, defend and hold harmless Administrator, Registrar, and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation survive the termination or expiration of the Registration Agreement for any reason.
3. You certify that, to the best of your knowledge, information or belief under penalty of fraud, the following is true:
 - The data provided in the domain name registration application is true, correct, current and complete and Registrant will ensure that all such information is kept up to date;
 - a. Neither the registration nor the use of the requested domain name interferes with or infringes upon the lawful rights of any person;
 - b. The domain name has not been registered for and will not be used for any purpose that is fraudulent, illegitimate or otherwise in conflict with any applicable laws, rules, regulations, ordinances or decrees, including, without limitation for the submission of unsolicited bulk e-mail, phishing, pharming use of botnets or malware, infringement of the legitimate trademark rights of others, or any other abusive practices; and

- c. You have the full power and authority to enter into the Registration Agreement on behalf of the Registrant and will be responsible for any errors, falsifications or omissions of information.
4. You agree that the registration and exclusive and perpetual right of use and enjoyment for any Registered Name may be cancelled if Administrator or Registrar determines that you have provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event you violates any of the terms of the Registration Agreement.
5. You agree to follow and be bound by all Administrator's policies (including, without limitation, the Administrator's privacy policy, and other policies shown at <http://www.cointernet.co>), as the same may be updated, modified or replaced from time to time, and to subject themselves to any dispute resolution process for the resolution of disputes regarding Registered Names that may be adopted by Administrator, as the same may be updated, modified or replaced from time to time, including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property right holders.
6. You agree that the domain name may be suspended, terminated, cancelled or transferred in the interest of safeguarding compliance with Administrator's security or registration policies or as a result of a dispute resolution.
7. You agree that all official contact, correspondence and/or other information sent from or on behalf of Registrar, Administrator or any other relevant official will be transmitted to the administrative contact information that appears in the Registry Database and that the designated administrative contact is authorized to receive all such communication and information.
8. You consent and authorize Registrar and Administrator to publish the following information in the WHOIS database and elsewhere:
 - a. Names, addresses, telephone numbers and email addresses of the Registrant and Registrant's designated administrative contact.
 - a. Name, address, telephone number and email address of the Registrant's technical contact.
 - b. Dates related to the creation, last update and expiration of the Registered Name.
9. You agree that all disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .Co TLD between Registrant and Administrator shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogotá, Columbia.
10. You agree to assume all responsibility and liability arising out of any assignment by Registrant of the Registered Name, including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain of the Registered Name or any Website associated with the Registered Name.
11. You agree that neither Registrar's acceptance of the Applicant's registration request nor the actual registration of any Registered Domain shall be deemed an indication that Administrator, Registrar or the Colombian Government has made any determination regarding the legality of the registration, the extent to which Registrant's registration and exclusive and perpetual right of use and enjoyment of the Registered Name may violate any applicable laws, rules, regulations, policies, procedures, ordinances or decrees or infringe on the rights of any other person, and that neither Administrator, Registrar nor the Colombian Government shall have any liability or responsibility arising therefrom.
12. You agree that Registrant shall be bound by the terms and conditions of the initial launch and general operation of the .Co TLD, including without limitation the Sunrise

and Landrush periods, and the corresponding dispute resolution policies, and that Administrator shall have no liability of any kind for any loss or liability resulting from (a) the ability or inability of an Applicant to obtain a Registered Name during these periods, or (b) the results of any dispute procedures.

13. Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the Uniform Domain Name Dispute Resolution Policy adopted by ICANN, available at <http://www.icann.org/en/udrp/udrp-policy-24oct99.htm> (the "UDRP"), as the same may be amended from time to time and which is hereby incorporated and made an integral part of this Agreement.
 14. You agree that Administrator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry and/or the Registry System; (2) to comply with any applicable laws, rules, regulations, policies, procedures, ordinances or decrees of any government, governmental agency or quasi-governmental agency (including, without limitation, those of the Colombian Government) or any requirements and/or requests of law enforcement authorities, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Administrator, as well as its affiliates and subsidiaries, and their respective owners, officers, directors, managers, employees, agents, contractors and service providers; (4) for violations of this Agreement; or (5) to correct mistakes made by Administrator or any registrar in connection with a domain name registration. Administrator also reserves the right to lock or place on hold a domain name during resolution of a dispute.
 15. You must provide the following minimum registration information:
 - Domain name registered;
 - a. IP address and corresponding names of the primary and secondary name servers for the Registered Name;
 - b. Original creation date and term of the registration;
 - c. Name, postal address, e-mail address, voice telephone number, and (where available) fax number of the Registrant of the Registered Name;
 - d. Name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
 - e. Name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.
11. **.CA - Should you seek to register a .CA top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section 11 conflicts with the Registration Agreement shown above, the terms of this Section 11 shall apply to any and all .CA domain registrations.**

1. Definitions. The following definitions apply to this Section 11:
 - "Registrant Agreement" shall mean CIRA's Registrant Agreement.
 - a. "Registrar," "National CA Domains," "we," or "us" shall mean National CA Domains, Ltd., a wholly-owned subsidiary of Dotster, Inc., and a certified registrar of .CA domains by CIRA pursuant to the Registrar Agreement entered into between National CA Domains and CIRA ("Registrar Agreement").
 - b. "Registry," "Registry Operator," or "CIRA" shall mean Canadian Internet Registration Authority, the not-for-profit organization that manages the .CA domain space.

- c. Capitalized terms used in this Section 11 but not defined shall have the meaning as set out in the Registrant Agreement or Registrar Agreement.

2. CA Domain Name Registration Information and Its Use.

You acknowledge and agree that you are required to submit to National CA Domains and keep updated the following information in connection with your application for .CA domain name registration:

- . the .CA domain name to be registered;
 - i. the .CA domain name holder's name and mailing address;
 - ii. the name, mailing address, email address, telephone number, and fax number of the Administrative Contact for the .CA domain name;
 - iii. the name, mailing address, email address, telephone number, and fax number of the billing contact for the .CA domain name; and
 - iv. Canadian presence qualification as required by CIRA's Canadian Presence Requirements for Registrants.
 - a. Obligations Relating to Provided Data. If, in registering a .CA domain name, you provide information about a third party, you hereby represent that you have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Agreement.
- b. Disclosure and Use of Registration Information. You agree to authorize National CA Domains to provide any information to CIRA and any other third parties as applicable laws may require or permit. You acknowledge and agree that National CA Domains may make publicly available, or directly available to third-party vendors, some or all of the .CA domain registration information provided by you, for purposes of inspection such as through National CA Domains' WHOIS service, for targeted marketing, or for any other purpose as required or permitted by CIRA and/or applicable laws.
- c. We will not process any data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purpose and limitations described in this Agreement or in our Privacy Statement. 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. We will have no liability to you or any third party to the extent such reasonable precautions are taken.
- d. You acknowledge and agree that CIRA may establish guidelines, limits, and/or requirements that relate to the amount and type of information that National CA Domains may or must make available to the public or to private entities, and the manner in which such information is made available.

3. CIRA Policy.

You agree that:

- . Your registration of a .CA domain name shall be subject to suspension, cancellation, or transfer pursuant to any CIRA-adopted

policy, or pursuant to any Registrar or Registry procedure not inconsistent with a CIRA-adopted policy, (1) to correct mistakes by Registrar or Registry in registering the name, or (2) for the resolution of disputes concerning a .CA domain name.

- i. CIRA may, at its option, extend any period for the registration of a .CA domain name at no charge to Registrar or you for such further period of time as CIRA may determine, in its sole discretion.
- ii. CIRA shall not be liable to you for:
 - A. any loss, damage, or expense arising out of CIRA's failure or refusal to register a .CA domain name;
 - B. CIRA's failure or refusal to renew a .CA domain name;
 - C. CIRA's registration of a .CA domain name;
 - D. CIRA's failure or refusal to renew a .CA domain name;
 - E. CIRA's renewal of a .CA domain name;
 - F. CIRA's failure or refusal to transfer a .CA domain name;
 - G. CIRA's transfer of a .CA domain name;
 - H. CIRA's failure or refusal to maintain or modify a .CA domain name;
 - I. CIRA's maintenance of a .CA domain name;
 - J. CIRA's modification of a .CA domain name;
 - K. CIRA's failure to cancel a .CA domain name; or
 - L. CIRA's cancellation of a .CA domain name from the Registry.
- iii. In no event shall you pursue any claim against CIRA, and in no event shall CIRA be liable to you, for any direct, indirect, special, punitive, exemplary, or consequential damages, including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue, or third-party damages or arising from any breach by Registrar of its obligations under any agreement between Registrar and you, or the Registrar Agreement.
- iv. Registration of your selected .CA domain name in its first application to CIRA shall not be effective until you have entered into and agree to be bound by CIRA's Registrant Agreement.

- v. We shall immediately give notice to you in the event that the Registrar Agreement is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to you thereof.
- vi. In the event that we are no longer a registrar, you shall be responsible for changing your registrar of record to a new CIRA certified registrar within 30 days of the earlier of notice thereof being given to the you by (i) us or (ii) CIRA in accordance with CIRA's then-current General Registration Rules; provided, however, that if any of your domain name registration(s) is scheduled to expire within 30 days of the giving of such notice, you shall have 30 days from the anniversary date of the registration(s) to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with then-current General Registration Rules.
- vii. You shall not, directly or indirectly, through registration or use of your .CA domain name or otherwise (i) violate or contribute to the violation of the intellectual property rights or other rights of any other person; (ii) defame or contribute to the defamation of any other person; or (iii) unlawfully discriminate or contribute to the unlawful discrimination of any other person.
- viii. National CA Domains and CIRA shall not be responsible in any way whatsoever:
 - for the use of any .CA domain name in the Registry; and
 - A. for any conflict or dispute with or any actual or threatened claim against us or you, including one relating to a registered or unregistered trademark, a corporate, business or other trade-name, rights relating to a name or other identifying indicium of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other person.
 - ix. You agree that we may amend this Agreement at any time, with or without notice to you, to reflect any amendments to the Registrar Agreement or any other rules, policies, or guidelines established by the Registry.
- x. You acknowledge that registration of a .CA domain name does not create any proprietary right for you, us or any other person in the name used as a .CA domain name or the domain name registration and that the entry of a .CA domain name in the Registry or in the "WHOIS" look up system of the Registry shall not be construed as evidence or ownership of the registered .CA domain name. You shall not in any way

transfer or purport to transfer a proprietary right in any .CA domain name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a .CA domain name registration.

4. CIRA Dispute Policy.

In the event of any dispute with respect to your registered .CA domain name, you agree to be bound by the CIRA Domain Name Dispute Resolution Policy ("CIRA Dispute Policy"), as it may be amended from time to time, which is hereby incorporated and made a part of this Agreement by reference.

- a. You agree that, if the registration of your .CA domain name is challenged by a third party, you will be subject to the provisions specified in the CIRA Dispute Policy in effect at the time of the dispute.
- b. You agree that, in the event a domain name dispute arises with any third party, you shall indemnify and hold Registrar harmless pursuant to the terms and conditions contained in the CIRA Dispute Policy.

5. Transfer of Ownership.

National CA Domains will consider the entity named as the Administrative Contact for the .CA domain name at the time the controlling user name and password are secured as the owner of that domain name. In accordance with CIRA policy, a domain name's registrar and owner cannot be changed until at least 60 days after initial registration. You agree that, prior to the effectiveness of any transfer of ownership of your domain name to another person or entity; you will pay National CA Domains the then-current amount set forth by National CA Domains for the transfer of ownership of a domain name. You further agree that as a condition of any such transfer of ownership of your domain name, the entity to which you seek to transfer your domain name (the "Transferee") shall agree in writing to be bound by all terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances, and actual payment of the transfer fee, or reasonable assurance of payment of the transfer fee from a third party (such reasonable assurance as determined by National CA Domains in its sole discretion). You acknowledge and agree that if you attempt to transfer your domain name registration without paying National CA Domains the then-current amount set by National CA Domains for the transfer of ownership of a domain name, or if the entity to which you seek to transfer your domain name fails to agree in writing to be bound by all terms and conditions of this Agreement, any such transfer will be null and void, and will result in your domain name registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain name.

6. Miscellaneous.

You agree that National CA Domains is not liable or responsible for any errors, omissions, or other actions by CIRA arising out of or related to your application or receipt of, or failure to receive, a .CA domain name registration. You further agree to indemnify, defend and hold harmless the administrators, directors, officers, employees, and agents of National CA Domains and of CIRA from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to your .CA domain name registration.

- a. You acknowledge and agree that National CA Domains cannot guarantee that you will obtain a desired .CA domain name registration, even if an inquiry indicates that domain name is available, since National CA Domains cannot know with certainty whether or not an application for a domain name which you are seeking is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the .CA domain name registration process or related databases maintained by CIRA.
- b. You acknowledge and agree that National CA Domains does not check to see whether the .CA domain name you select, or the use you

make of the domain name, infringes the legal rights of others. We urge you to investigate whether the .CA domain name you select, or its use, infringes the legal rights of others, and in particular we suggest you seek advice of competent counsel.

- c. You acknowledge and agree that National CA Domains may be ordered by a court or administrative agency to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your .CA domain name, we may turn to you to hold us harmless and to indemnify us.
- d. You acknowledge and agree that any of the following actions shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your .CA domain name registration:
 - . wilfully providing false or inaccurate information;
 - i. wilfully failing to update information promptly; or
 - ii. failing to respond to National CA Domains' inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request.
 - e. You hereby consent to any and all such disclosures and use of, and guidelines, limits, and restrictions on disclosure or use of information, updated from time to time and provided in connection with registration of a .CA domain name, whether during or after term of the 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 the .CA domain name registration information.

12. .XXX - Should you seek to register a .XXX top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section 12 conflicts with the Registration Agreement shown above, the terms of this Section 12 shall apply to any and all .XXX domain registrations.

- 1. Definitions. The following definitions apply to this Section 12:
 - . "Registrar" refers to K-Designed S.A.R.L..
 - a. "Registry," "Registry Operator," and "ICM" refers to ICM Registry, LLC.
- 2. .XXX Domain Name Registration Requirements, Information, and Use.
 - . You must be at least 18 years of age to register a .XXX domain.
 - a. You attest that you qualify as a member of the Sponsored Community, as that is defined and enforced by ICM (see <http://www.icmregistry.com/about/sponsored-community/>).
 - b. You agree and consent to the Registry-Registrant Agreement displayed at <http://www.icmregistry.com/policies/registry-registrant-agreement/>.
 - c. You understand and agree to indemnify, defend, and hold harmless ICM 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 registrant's domain name registration
 - d. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which ICM has monitoring responsibility.

- e. You consent to use of, copying, distribution, publication, modification, and other processing of the registrant's personal data by ICM and its designees and agents in a manner consistent with the purposes specified in Section 2.6 of Registry-Registrar Agreement.
- f. You agree to be bound by the terms and conditions of initial launch established by ICM, including without limitation Landrush, and further acknowledge ICM has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the Landrush period, including, without limitation your ability/inability to obtain a registered name during that period
- g. You acknowledge and agree ICM reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary, in its discretion: (1) to enforce ICANN requirements and ICM policies; (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 ICM, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) to enforce the terms of the registration agreement; or (5) to correct mistakes made by ICM or Registrar in connection with a domain registration. ICM also receives the right to place upon registry lock, hold, or similar status a domain name during dispute resolution.
- h. You shall immediately notify ICM of any domain name owned or controlled by registrant where the website operated in connection with such domain name is the subject any of any cease, or has been ordered to cease or has actually ceased, operations due to the actions of a government agency related to illegal or illicit activity on such website.
- i. Notwithstanding anything in this Agreement to the contrary, ICM Registry ("ICM"), the Registry Operator of the .xxx top-level domain, is and shall be an intended third-party beneficiary of this Agreement, and the parties to this Agreement acknowledge and agree that the third-party beneficiary rights of ICM have vested and that ICM has relied on its third-party beneficiary rights under this Agreement in agreeing to Domain.com, LLC, being a registrar for the .xxx top-level domain. The third-party beneficiary rights of ICM shall survive any termination or expiration of this Agreement.

13. ALL OTHER ccTLDs:

- 1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the cc TLD satisfies the eligibility requirements ("Eligibility Requirements") established by the Registry Administrator for that specific country.

Issued: July 2011