

Domain Registration Terms and Conditions

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of domain name registration and related services ("Services"). In this Agreement "you" and "your" refer to you and the registrant associated with the WHOIS contact information for the domain name. "ElephantHost.com", "we", "us" and "our" refers to Elehost Web Design Inc.

1. **YOUR AGREEMENT:** By using the Services, you agree to all terms and conditions of this Agreement, the UDRP (defined below) and any rules, policies, or agreements published in association with specific Services and/or which may be adopted or enforced by the Internet Corporation for Assigned Names and Numbers ("ICANN"), any registry, or governments.
2. **CHANGES TO THIS AGREEMENT:** This Agreement may change over time, either through amendments by us, changes to ICANN policy or applicable law which may or may not be reflected in the text of this Agreement, or otherwise. Before any material changes to this Agreement become binding on you (other than changes resulting from a change in ICANN policy or applicable law), we will notify you of such changes by, for example, sending email to you at your email address of record, or by posting the changes on our web site. If, as a result of such a change, you no longer agree with the terms of this Agreement, your exclusive remedies are (a) to transfer your domain name registration services to another registrar, or (b) to cancel your domain name registration services with us. Your continued use of the Services following notification of a change in this Agreement indicates your consent to the changes. Unless otherwise specified by us, any such change binds you: (1) 30 days after we notify you of the change, or (2) immediately if such change is a result of a new or amended ICANN policy or applicable law.
3. **YOUR ACCOUNT:** You must create an account to use the Services ("Account"). You are solely responsible for maintaining, securing, updating, and keeping strictly confidential all login IDs and passwords, and for all access to and use of your Account by you or any third party.
 - a. **ACCOUNT CONTACT INFORMATION AND DOMAIN NAME WHOIS INFORMATION:**
 - i. You must provide certain current, complete and accurate information about you with respect to your Account information and with respect to the WHOIS information for your domain name(s). You must maintain and update this information as needed to keep it current, complete and accurate. You must submit the following with respect to you, the administrative, technical, and billing contacts for your domain name registration(s) and other Services: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8 of the 2013 ICANN RAA. The type of information you are required to provide may change and you must provide such information and keep your Account information current. Not providing requested information may prevent you from obtaining all

Services and you must update any such information within seven (7) days of change.

- ii. You may provide information regarding the name-servers assigned to your domain name(s). If you do not provide complete name-server information, we reserve the right to supply this information (and point your domain name to a website of our choosing) until such time as you elect to supply the name-server information. Any newly registered domain names will default to using our name-servers which will load our default parking page, however, you have the ability to provide new name-server information by logging into your account.

b. OBLIGATIONS RELATING TO THE ACCOUNT AND WHOIS CONTACT INFORMATION:

- i. If, in obtaining Services, you provide information about or on behalf of a third party, you 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) obtained the third party's express written or verbal consent to the disclosure and use of that party's information as set forth in this Agreement.
- ii. You represent and warrant that the statements in your application are true and that no Services are being procured for any unlawful purpose, including but not limited to the infringement of any intellectual property right, the unauthorized transfer to yourself or any other party of any domain name or Services, or the violation of any laws, rules, or regulations (the "Illegal Uses"). Providing inaccurate information and willful failure to update information within seven (7) days of any change, or failure to respond for over fifteen (15) days to inquiries concerning the accuracy of contact details associated with your registration, failing to immediately update information or engaging in any Illegal Uses will constitute an incurable material breach of this Agreement. Your failure to respond for over three (3) calendar days to inquiries by us concerning the accuracy of Account and WHOIS contact information shall constitute an incurable material breach of this Agreement.
- iii. You are responsible for regularly monitoring email sent to the email address in your Account. You may lose your rights to the domain name(s) or your right to receive the Services if you do not respond appropriately and timely to an email sent in conjunction therewith.

c. ACCESSING YOUR ACCOUNT:

- i. In order to change any of your Account or domain name WHOIS information, you must access your Account with us. It is your duty to safeguard your Account login identifier and password from any unauthorized use. Any person in possession of your Account login identifier and password will have both the ability and your authorization to modify your Account and domain name information, initiate transfers of your domain name(s) to other registrars, initiate registrant changes to your domain names which may terminate your rights to use such domain name(s), update DNS changes to your domain name(s) which may result

in changes to the content associated with your domain name(s) and take other actions which may affect or terminate your rights and access to your domain name(s) and/or the Services.

- ii. We will take reasonable precautions to protect the information we obtain from you from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information and such reasonable precautions include procedures for releasing Account access information to parties who claim to have lost Account access information. If we take reasonable precautions in relation thereto, **IN NO EVENT SHALL WE BE LIABLE IF SUCH REASONABLE PRECAUTIONS DO NOT PREVENT THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD AND, EVEN IF WE FAIL TO TAKE REASONABLE PRECAUTIONS, OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED BY THE LIMITATION OF LIABILITY PROVISION FOUND IN PARAGRAPH 13 BELOW IN THIS AGREEMENT.**
- iii. If you contact us alleging that a third party has unauthorized access to your Account or domain names, we may charge you administrative fees, currently set at \$100 (US dollars) per hour, for our time spent in relation to the matter, regardless of whether or not we return control over the Account and/or domain name(s) to you. You will indemnify us for any reasonable attorneys' fees and costs we may incur in relation to the matter, even if those fees and costs accrue as a result of defending an action, or responding to a threat of an action, initiated by You or a third party.
- iv. You have the ability to create Sub-User accounts as well. These Sub-User accounts allow the people you designate to access certain functionality, including those listed in section c(i) above. You have the option of configuring each Sub-User account to have access to any stored payment profiles as well as to set an expiration date representing the revocation of that Sub-User's ability to access your account. You are entirely responsible for any changes requested or made by any Sub-Users you create, and in no event will we be responsible for any undesirable impact to you as a result of any such changes.
- v. You are responsible for ensuring your beneficiaries have appropriate access to your ElephantHost.com account(s) in the event of your death or disability. We strongly encourage all account holders to treat their domains like other important assets and to therefore implement a plan of succession upon their inability to access their account. Failure to make the necessary provisions to ensure your beneficiaries have access to your applicable ElephantHost.com account(s) before your death or disability may make accessing your account (including, but not limited to, account funds balance, domain names and sale proceeds) impossible. Please be sure to also consider optional account security usage such as 2-Factor Authentication and Domain Defender. It is also very important that your account information match documentation we may receive in the event of your death such as a death certificate. While we may attempt to work with

your beneficiaries to gain access to your account and associated account assets, this is at our sole discretion. It is very difficult in many cases to prove important issues concerning the rightful access to accounts by beneficiaries, and our first priority is the privacy and security of our account holders. In the event we are able to work with a beneficiary to grant account access, we reserve the right to lock domains for a period of time to be solely determined by us. This lock may include, among other things, preventing changes, preventing transfer to a different registrar and preventing transfer to a different account.

- d. SHARING OF WHOIS INFORMATION:
 - I. We will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, any ICANN-authorized escrow service, the registry administrator(s), and to other third parties as ICANN, registry administrators and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of your domain name registration services of the domain name. You irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of such information. We may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws, including by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with us. We reserve the right to discontinue providing bulk WHOIS data access to third parties.
 - II. ICANN may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at <http://www.icann.org/registrars/wmrp.htm>, <http://www.icann.org/registrars/wdrp.htm>, and elsewhere on the ICANN website at <http://www.icann.org/>.
 - III. You consent to the data processing referred to above.
 - IV. We will not process the Personal Data collected from you in a way incompatible with the purposes and other limitations about which we provided notice to you within our terms.
4. OUR SERVICES:
 - a. DOMAIN NAME REGISTRATION.
 - . We are accredited registrars with ICANN for generic Top Level Domain Names ("gTLDs") (such as .com, .net, .org, etc.). ICANN oversees registrations and other aspects of the gTLDs. Domain name registrations are not effective until the registry administrator puts them into effect. Domain name registrations are only for limited terms which end on the expiration date. For domain names which are created as a new registration

out of the pool of available domain names, the term begins on the date the domain name registration is acknowledged by the applicable registry. For domain name registrations which were not returned to the pool of available domain names, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry.

- i. We are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration. You acknowledge that domain name registration is a service, domain name registrations do not exist independently from services provided pursuant to this or a similar registration agreement with a registrar, domain name registration services do not create a property interest and you have no such property interest in any domain name(s) which you may register with us.
- b. **NOT INCLUDED IN THE DOMAIN NAME REGISTRATION SERVICES:**
 - . We are not responsible to determine whether the domain name(s) you select, or the use you or others make of the domain name(s), or other use of the Services, infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use or allow others to use infringe legal rights of others.
 - i. We might be ordered by a court or arbitrator to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your Account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you. Our policy is to comply with court orders from courts of competent jurisdiction as well as UDRP Panel decisions. If you contact us informing us that you are contesting a court order from a court of competent jurisdiction, we may, but are not obligated to, place a transfer lock on the domain name pending the outcome of the dispute. If you contact us informing us that you are contesting an adverse UDRP Panel decision, your time limits and procedures to do so are subject to the requirements set forth in the UDRP. We may, but are not obligated to, delay implementation of a UDRP Panel decision based solely on your informing us that you intend to contest the decision.
- c. **WHOIS PRIVACY:** We offer a privacy service which substitutes your information with our default information within WHOIS. In the event that you select to utilize this WHOIS Privacy service for one or more of your domains, the following applies:
 - . The information you submit related to the various domain roles (registrant, administrative, technical and billing) will remain associated with the domain at all times. We make no claims to the ownership or management of your domains when selecting to use our WHOIS Privacy service.

- i. The terms of this Agreement related to your responsibilities to maintain the accuracy of your contact information are not altered or waived due to your use of this service.
- ii. We will provide information to WHOIS at our discretion which will hide your information. This information may reference a WHOIS privacy service other than our name.
- iii. You authorize us, or the party referenced in the WHOIS record for your domains utilizing this service, to discard any and all postal mail and electronic mail addressed to the address provided in WHOIS. We are not responsible for forwarding any correspondence directed to your domain names. We will provide a mechanism for entities to make contact with you via a web page that will be referenced in the private WHOIS records. It is entirely at our discretion to forward none, some or all of the correspondence directed to you. We also provide a mechanism for you to enter the email address you would like to use to receive email addressed to the email address in WHOIS for your private domains. We will use our best efforts to forward any such email to the address you provide, but we make no guarantee that we will be able to do so. You agree to provide an email address that complies with the rest of our terms or terms imposed by ICANN or the respective domain registries.
- iv. You represent and warrant that your use of the WHOIS privacy service will be in good faith and that none of the content found on any web sites or IP addresses associated with domains utilizing the WHOIS privacy service infringes upon the legal rights of any third-party (including, but not limited to, any third-party's trademark, trade name or copyrighted material), and that none of the content is, or is connected to, terrorism, impersonation of a third-party, illegal activities or the transmission of spam, viruses, trojan horses or any other harmful routine or data.
- v. WHOIS privacy is not available for .us domains.
- vi. The "AGENTS AND LICENSES" policies covered below also apply to your use of WHOIS Privacy.
- vii. We reserve the right in our sole judgment to suspend, terminate and/or disclose your personal information in the event that any of the following occur:
 - a. Any provision of this Agreement is breached
 - b. If necessary to comply with applicable laws, subpoenas, court orders, a UDRP action or action initiated by any other entity with appropriate jurisdiction
 - c. If we deem that continuing to provide WHOIS privacy services places us in any jeopardy of of harm including financial loss or legal liability on our behalf or on the behalf of any of our partners, affiliates, employees or managers
 - d. If we believe you have not completely abided by your representations and warranties listed in this Agreement
- viii. In the event that we or a third-party believe you to be infringing upon any part of this Agreement, we will contact you at the email address associated

with your account. It is your responsibility to reply to any such communication within three (3) days. We are not responsible for any failure to deliver any such notification as things beyond our control may occur that could prevent delivery. If you fail to reply within the given time frame, or if, in our sole judgment, we believe your reply does not adequately address the points raised in our email, we reserve the right to immediately release your contact information and to suspend or terminate the WHOIS privacy service. This would result in your information being made available via WHOIS. You further agree that we disclaim any liability arising out of undertaking this action and any direct or indirect consequences experienced as a result of releasing your information or suspending or terminating the WHOIS privacy service.

- ix. In addition to all other indemnity clauses in this Agreement, you agree to defend, release, and indemnify us, ICANN, the registry operators as well as any of our employees, agents, affiliates, partners and managers for any third-party claims arising out of your usage of the WHOIS privacy services.
- d. **PARKED DOMAINS:** We offer a service to park your domains. In choosing to park your domains with us, we will create and host a mini-site that will be displayed any time there is a visitor to your domain. Any domains that you park with us will automatically have their nameservers adjusted to our default settings, so please make sure you understand that any then-existing services for your domains prior to the nameserver change will stop functioning.

Ads will be displayed on your parked mini-sites. You will have the opportunity to have ads inserted from your advertising account which will allow you to keep 100% of that advertising revenue. If you fail to configure one or more of the available ad slots, we will have the option of serving our own ads which will entitle us to all of those advertising proceeds.

You will also be able to configure your parked pages to include your own content as well as content that we make available. Parking your domains with us implies your acceptance of the following points:

- . You will not add any profanity, copyrighted content, or anything else, which in our sole discretion, is harmful, profane or illegal.
- a. We reserve the right to remove or modify your parked domain status or any content on your parked mini-sites at any time and for any reason. Although not obligated to do so, in such an event we will make a reasonable effort to contact you to let you know about our decision and to either give you time to change the offending content, or to make other plans for the use of your domain name.
- e. **DOMAIN DEFENDER:** We offer a service called Domain Defender which you can optionally enable for your account. This service allows you to add extra security to your account by selecting supplemental security questions and associated answers that must be answered before making changes through your

account. Additionally, you can configure the service to optionally send you e-mail and/or text messages upon the completion of certain changes to your domains. Your use of this service is entirely optional, but, if you choose to enable the service, the following applies:

- . We make NO CLAIM that use of the service will prevent misuse of your account or unintended changes to your domains. Your responsibilities within this Agreement to secure your account are still in force.
- a. If you select to receive text message notifications, you understand that all messaging rates imposed by your carrier will apply.
- b. We are not responsible for any notifications that you do not receive, including but not limited to, emails that are caught in an anti-spam system and text messages not delivered by your carrier.
- c. Even with this service enabled, we still highly recommend locking all of your domains.

5. SERVICES PROVIDED AT WILL; TERMINATION OR SUSPENSION OF SERVICES:

- a. We may reject your domain name registration application or elect to discontinue providing Services to you for any reason within 30 days of a Service initiation or a Service renewal. Outside of this period, we may terminate or suspend the Services at any time for cause, which, without limitation, includes (i) registration of prohibited domain name(s), (ii) abuse of the Services, (iii) payment irregularities, (iv) illegal conduct, (v) failure to keep your Account or WHOIS information accurate and up to date, (vi) failure to respond to inquiries from us for over three (3) calendar days, (vii) if your use of the Services involves us in a violation of any third party's rights or acceptable use policies, including but not limited to the transmission of unsolicited email, the violation of any copyright, or the distribution of any form of malware (defined to include, without limitation, malicious code or software that might affect the operation of the Internet), (viii) to comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement or other governmental agency or organization, or any dispute resolution process, (ix) to avoid any liability, civil or criminal, on the part of us, as, well as its affiliates, subsidiaries, officers, directors, and employees, (x) to protect the integrity, security and stability of the Domain Name system (DNS), or (xi) failure to respond to inquiries from us regarding payment inquiries for over 24 hours.

Prohibited domain names and illegal activities which may be subject to these provisions include, but are not limited to:

- . Domains and web sites prohibited by the laws of the United States and/or foreign territories in which you conduct business
- i. Domains and web sites designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography
- ii. Domains and web sites that are tortuous or invasive of the privacy of a third party

- iii. Domains and web sites designed to harm or use unethically minors in any way
- iv. Domains and web sites involved in the transmission of unsolicited email
- v. Domains and web sites involved in unauthorized repetitive, high volume inquires into any of the services provided by us or a third-party
- vi. Domains and web sites involved in copyright and/or trademark infringement
- vii. Domains transferred illegally from a different registrar without the previous Registrant's knowledge

REFUNDS WILL NOT BE ISSUED IF YOUR SERVICES ARE SUSPENDED FOR CAUSE PER THIS AGREEMENT.

THERE ARE ABSOLUTELY NO REFUNDS FOR BITCOIN PURCHASES.

If we determine that your account is engaged in repeated abuse of this Agreement then we may elect to terminate your entire account and all domains within your account.

- b. You may cancel any domain registration (other than domains registered via drop-catching) with us within three (3) days of purchase for a full refund (minus any applicable transaction fees which is typically \$30 CAD per cancellation). You may cancel at any time after the three-day period, but no refund will be issued. To cancel a domain name, please contact us. Your refund will be issued back to the method of payment used to make the registration purchase. The total refund amount may be reduced by any transaction fees that we incurred as part of the initial transaction and/or the issuance of the refund. All refunds will go back to the source of the transaction.

Important note regarding domain registration refunds. At our sole discretion, we may choose not to issue a domain registration refund if we believe you to be engaged in "domain tasting" or some other activity resulting in an abnormal number of cancellations. More specifically, if, in our sole discretion, we believe you to be engaged in a high volume or irregular number of registrations and subsequent cancellations, we may opt not to refund your money. In the event we believe you to be engaged in such activity, we will make an effort to issue one warning via email to you prior to disallowing further refunds for your account, but we are not obligated to do so.

- c. You may cancel any domain renewal with us within three (3) days of purchase for a full refund (minus any applicable transaction fees). If you transfer your domain within 45 days of a domain renewal, you may not be entitled to a refund and you may also not receive any extended registration time on your domain. ALL DOMAIN RENEWAL CANCELLATIONS, OTHER THAN CERTAIN AUTOMATIC RENEWALS, WILL RESULT IN YOUR DOMAIN BEING DELETED AND PLACED INTO THE REDEMPTION PERIOD AT THE REGISTRY. THIS MEANS THAT YOU WILL NOT BE ABLE TO RENEW

THE DOMAIN WITH US WITHOUT PAYING FOR A RESTORATION, OR POSSIBLY NOT AT ALL. IF YOU HAVE TIME REMAINING ON YOUR REGISTRATION IT WILL BE SACRIFICED IN TOTAL WHEN RECEIVING A RENEWAL REFUND.

Important note regarding domain renewal refunds. At our sole discretion, we may choose not to issue a domain renewal refund if your cancellation rate surpasses the ratios set by our system.

- d. Sorry, but refunds are not available for restorations, completed transfers, Sedo premium domains, Afternic premium domains, domain auctions and marketplace purchases or Bitcoin purchases.
 - e. If we terminate or suspend the Services provided to you under this Agreement, we may then, at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously provided to you. If we have grounds to terminate or suspend Services with respect to one domain name or in relation to other Services provided through your Account, we may terminate or suspend all Services provided through your Account. No fee refund will be made when there is a suspension or termination of Services for cause.
 - f. At any time and for any reason, we may terminate the Services thirty (30) days after we send notice of termination via mail or email, at our option, to the WHOIS contact information provided in association with your domain name registration. Following notice of termination other than for cause, you must transfer your domain name within such thirty (30) day notice period or risk that we may delete your domain name, transfer the registration services associated with your domain name to ourselves or a third party, or suspend or modify Services related to your domain name. If we terminate Services for a reason other than cause, we will provide a pro-rata refund of your fees.
 - g. Your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure now in affect or which may come into affect at a later date, by any registrar or registry administrator procedures approved by an ICANN-adopted policy or any policy adopted by any ccTLD registry or governing body, to correct mistakes by us, another registrar or the registry administrator in administering the domain name or for the resolution of disputes concerning the domain name or as a result of any government decree, rule, law or regulation. This includes, but is not limited to, ICANN's WHOIS ACCURACY PROGRAM SPECIFICATION which requires that we deactivate any domains for which we have not received verification of Registrant email address within 15 days of notification.
6. FEES: You agree to pay, prior to the effectiveness of the desired Services, the applicable Service fees set forth during the registration process or otherwise communicated to you by us. In the event any of the fees for Services change, we will use reasonable efforts to give you thirty (30) days prior notice of such a change. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term, unless this Agreement specifically provides for a refund. At our option, we may require that you pay fees

through a particular payment means (such as by credit card or by wire transfer) or that you change from one payment provider to another.

PREMIUM DOMAINS: Please note that it is possible that the pricing shown on our web site's pricing or search results pages may not be the actual price for a registration, transfer or renewal. This happens when the registry for a domain determines that a specific domain is a "premium domain". If this happens, our system will notify you and update the pricing in your shopping cart as soon as the domain is added. We recommend always checking the price in the shopping cart when adding to or changing your order.

7. **PAYMENT ISSUES:** In the event of a charge back, or if we have belief in an imminent charge back, by a credit card company, credit card holder, or similar action by another payment provider, including, but not limited to PayPal, Payza or Skrill investigations, allowed by us in connection with your payment of fees for any Services, we may suspend access to any and all Accounts you have with us and all interests in and use of any domain name registration services. We may cancel any order(s) associated with anything covered in this section, but may not provide a refund. We may reinstate your rights to and control over these Services solely at our discretion, and potentially subject to our receipt of the unpaid fees and our then-current reinstatement fee as otherwise communicated to you by us. If you have an issue with credit card or other payment charges, you should contact us regarding the issue before you contact your credit card or other payment process company to request a charge back or reversal of the charges.
8. **EXPIRATION AND RENEWAL OF SERVICES:** It is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire and to maintain current and accurate credit card information should any Services be placed on "auto-renew." As a convenience to you, and not as a binding commitment, we may notify you via an email message or via your Account when renewal fees are due. Should these fees go unpaid, your Services will expire or be cancelled. Payment must be made by credit card, account funds, Paypal, or such other method as we may allow or require from time to time. If you select automatic renewal of the Services, we may attempt to renew the Services a reasonable time before expiration, provided your billing information is available and up to date. It is your responsibility to keep your billing information up to date and we are not required to, but may, contact you to update this information in the event that an attempted transaction is not processed successfully.
9. **EXPIRATION OF A DOMAIN NAME REGISTRATION:** Immediately after the expiration of the term of domain name registration services and before deletion of the domain name in the applicable registry's database, we may stop publishing zone files for your domain, direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and we may either leave your WHOIS information intact or we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name.
 - a. **Reactivation Period Process.** For a period of approximately 30 days after expiration of the term of domain name registration services, we may provide a

procedure by which expired domain name registration services may be renewed. We may, but are not obligated to, offer this process, called the "reactivation period." You assume all risks and all consequences if you wait until close to or after the expiration of the original term of domain name registration services to attempt to renew the domain name registration services. We may, in our sole discretion, choose not to offer a reactivation period and we shall not be liable therefore. The reactivation period renewal process, if any, may involve additional fees which we will solely determine. We may make expired domain name services(s) available to third parties, we may auction off the rights to expired domain name services, and/or expired domain name registration services may be re-registered to any party at any time.

- b. If you select to deactivate your domain name, we reserve the right to place any such deactivated domain names into our expired domain marketplace upon expiration. As with all expired domain marketplace sales, you will not receive any compensation if the domain sells.
- c. After the reactivation period, we may:
 - . Discontinue the domain name registration services at any time thereafter without notice. In which case, certain registry administrators may provide procedures by which discontinued domain name registration services may nonetheless be renewed. We may, but are not obligated to, participate in this process, typically called the "Redemption Grace Period" ("RGP"). We may, in our sole discretion, choose not to participate in the RGP process with respect to any or all of your domain name registration services and we shall not be liable therefore. If available, RGP typically ends between 30 and 42 days after the end of the reactivation period of the domain name services. We are not obliged to contact you to alert you that the domain name registration services are being discontinued; or
 - i. Pay the registry's registration fee or otherwise provide for the registration services to be continued. In which case, we may then set the name-servers and the DNS settings for the domain name services, we may set the DNS to point to no IP address or to IP address(es) which host parking page(s) or a commercial search engine that may display paid advertisements, and we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name. We do not have to pay you any of the proceeds we may earn as a result. We are not obliged to contact you to alert you that the domain name registration services are being continued. The domain name will be designated as being in the extended redemption grace period ("ERGP"), and you will be allowed to assume, during the first 120 days of the then extant registration term, complete management of the domain name services, including the right to control the DNS settings, provided that you pay the fees we set forth plus any registration fees. After the end of the 120-day period, if you do not exercise your rights under this provision, you have abandoned the domain name services, and relinquish all interests and use of the domain name services; or

- ii. Auction the domain name to a third party which entails transferring the domain name registration services to such third party. In which case, the third party who won the auction for the domain name services will become the new Registrant of the domain name, and you will lose any claim to that domain. In the event we auction your domain and assign it to a third-party, we may, but are not required to, inform you that such a transition has occurred. You can find our domain expiration process listed on our web site, and it remains your responsibility to renew your domain names on time to avoid losing them.

10. TRANSFERS:

- a. Transfer of your domain name(s) services shall be governed by ICANN's transfer policy, available at <http://www.icann.org/transfers/>, including the Registrar Transfer Dispute Resolution Policy, available at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> as well as the UDRP as described in the Dispute Resolution Policy of this Agreement, as these policies may be modified from time to time. To transfer your domain name(s) you should first login to your Account to lock or unlock your domain name(s) and/or to obtain the EPP "AuthCode" which is required to transfer domain services in an EPP registry (such as .org). Only the registrant and the administrative contacts listed in the WHOIS information may approve or deny a transfer request. Without limitation, domain name services may not be transferred within 60 days of initial registration, within 60 days of a transfer, if there is a dispute regarding the identity of the domain name registrant, if you are bankrupt, or if you fail to pay fees when due. We will follow the procedures for both gaining and losing registrars as outlined in ICANN's transfer policies. A transfer will not be processed if, during this time, the domain name registration services expire, in which event you may need to reinstate the transfer request following a redemption of the domain name, if any. You may be required to resubmit a transfer request if there is a communication failure or other problem at either our end or at the registry. **YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER WHETHER OR NOT THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.**
- b. We may place a "Registrar Lock" on your domain name services and this will prevent your domain name services from being transferred without your authorization, though we are not required to do so. By allowing your domain name services to remain locked, you provide express objection to any and all transfer requests until the lock is removed.
- c. You may cancel incoming transfer requests at any time before they are completed up to 59 calendar days from the initial transfer order. Canceling a transfer request will entitle you to a refund of the transfer cost, minus processing fees. **YOU WILL NOT BE ENTITLED TO A REFUND IF YOU CANCEL YOUR TRANSFER REQUEST AFTER THE 59 DAY TIME LIMIT.**
- d. In the event we receive a request from a different registrar to transfer your domain away, you may be presented with an option to approve the transfer without waiting the standard 5-7 days for registry release. Any such approval grants us the right to approve the transfer immediately. We also reserve the right to approve

outbound transfers at any time during the transfer process. In the event either you or we approve an outbound transfer, the transfer will complete within 15 minutes.

- e. Certain transfers may not be eligible for the 1-year extension associated with most transfers. For example, domains renewed within 45 days of transfer or domains already registered for more than 9 years will not get extended by a year upon transfer completion. Registries apply the extra year, registrars do not. Therefore, if the registry is unable to extend the expiration by a year, then one year will not be added to your domain transfer.

11. **DNS SERVICES:** The Domain Name System (DNS) is a hierarchical naming system built on a distributed database for computers, services, or any resource connected to the Internet or a private network. It associates various information with domain names assigned to each of the participating entities. Most importantly, it translates domain names meaningful to humans into the numerical identifiers associated with networking equipment for the purpose of locating and addressing these devices worldwide.

As a convenience to our customers, we offer DNS hosting service with all domain registrations. Use of this service is entirely optional. You may opt to use another DNS service provider at any time by associating different authoritative name servers with the applicable domains as needed. By using the DNS service we offer, you hereby acknowledge and agree to the following:

- a. DNS is a critical service responsible for all facets of domain use. Incorrect configuration of DNS as it relates to your domains can lead to problems such as:
 - . Web site(s) not loading
 - i. Email can stop working
- b. You should only make DNS modifications if you fully understand the implications of doing so, understand how DNS works, have the technical expertise to verify the modifications were propagated properly to the associated authoritative name servers, and are prepared to fully test the impact of the modifications as soon as they take effect.
- c. We make absolutely no guarantee whatsoever related to the DNS hosting service. If you need a service level agreement guaranteeing minimum performance or reliability levels, you should use a different DNS service provider who offers such guarantees.
- d. DNS is a globally distributed database with many interconnected components - the vast majority of which are NOT directly or indirectly under our control. Problems can occur anywhere in the system.
- e. Many of the distributed nodes in DNS, commonly referred to as recursive resolvers, cache DNS resource records for the time recommended by our authoritative name servers (controlled via the TTL value), or for any amount of time they are configured to do so (they can ignore our recommended time). As a result, changes made to DNS records through us will not immediately propagate to your local systems - the delay can be as long as the maximum TTL setting on the associated records, or longer.
- f. We, at our sole discretion, reserve the right to provide additional support for DNS related matters, or no support at all.

- g. Upon domain deletion, domain expiration, transfer of a domain (away from us), and/or the cancellation/termination/suspension/deletion of your account(s), DNS service for the associated domain(s) and/or account(s) will be terminated. It is entirely your responsibility to make alternative DNS service arrangements prior and/or after termination of DNS service as needed if said termination could affect you in any way.
- h. We, at our sole discretion, reserve the right to make any changes to DNS records we deem necessary to protect the stability of our system.

DNS Service Disclaimer of Warranty

THERE IS NO WARRANTY FOR THE DNS SERVICE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING WE PROVIDE THE DNS SERVICE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DNS SERVICE IS WITH YOU. SHOULD THE DNS SERVICE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

DNS Service Indemnification

We use the systems of a third party, DNSOwl.com, to provide all DNS services. You agree to indemnify, defend and hold harmless DNSOwl.com, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to your domains and/or any DNS related matter.

12. OWNERSHIP OF INFORMATION AND DATA: We own all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. We own the following information for those 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, e-mail address, voice telephone number, and where available fax number of the registrant and all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of Services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. We do not have any ownership interest in your specific personal registration information outside of our rights in our domain name database.
13. AGENTS AND LICENSES: If you are registering a domain name for or on behalf of someone else, you represent that you have the authority to bind that person as a principal to all terms and conditions provided herein. If you license the use of a domain name you

register to us or a to third party, you remain the domain name holder of record, and remain responsible for all obligations at law and under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration and for ensuring non-infringement of any third party intellectual property rights. You further agree to accept liability for harm caused by wrongful use of the Registered Name, unless you disclose the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

You authorize us to serve as your "Designated Agent" permitting us to approve any "Change of Registrant". The terms "Designated Agent" and "Change of Registrant" used in this Section are defined in the ICANN transfer policy seen [here](#). Due to your authorization for us to serve as your "Designated Agent", Registrants will not need to receive an email concerning the change, and will also not need to confirm the change via email. We will instead auto-approve any "Changes of Registrant". You further explicitly opt-out of an inter-registrar transfer lock as would otherwise have been required per the ICANN transfer policy linked to above.

14. **LIMITATION OF LIABILITY: WE WILL NOT BE LIABLE FOR ANY (a) SUSPENSION OR LOSS OF THE SERVICES, (b) USE OF THE SERVICES, (c) INTERRUPTION OF SERVICES OR INTERRUPTION OF YOUR BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR WEB SITE(S) OR SERVICES OR DELAYS OR ACCESS INTERRUPTIONS YOU EXPERIENCE IN RELATION TO A DOMAIN NAME REGISTERED WITH US; (e) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (f) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (g) THE PROCESSING OF AN APPLICATION FOR A DOMAIN NAME REGISTRATION; (h) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (i) APPLICATION OF ANY DISPUTE POLICY. WE 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR SERVICES, AND IN NO EVENT SHALL OUR LIABILITY BE GREATER THAN \$200.00 (US Dollars). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

15. INDEMNITY: You hereby release, indemnify, and hold us, ICANN, the registry operators (including, but not limited to VeriSign, Inc), as well as the contractors, agents, employees, officers, directors, shareholders, and affiliates of such parties harmless from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and court costs, for third party claims relating to or arising under this Agreement, including any breach of any of your representations, warranties, covenants or obligations set forth in this Agreement, the Services provided hereunder (including, but not limited to WHOIS privacy), or your use of the Services, including, without limitation, infringement by you, or by anyone else using the Services, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our or ICANN's operating rules or policies relating to the Services provided. We may seek written assurances from you in which you promise to indemnify and hold us harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in our sole discretion, result in loss of your right to control the disposition of domain name Services for which you are the registrant and in relation to which we are the registrar of record. This indemnification is in addition to any indemnification (a) required under the UDRP or any other ICANN policy or any policy of any relevant registry; or (b) set forth elsewhere in this Agreement.
16. REPRESENTATIONS AND WARRANTIES: YOU REPRESENT AND WARRANT THAT NEITHER THE REGISTRATION OF A DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED NOR THE USE OF OTHER OF THE SERVICES INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY OR WILL OTHERWISE SUBJECT US TO A LEGAL CLAIM. THE SERVICES ARE INTENDED FOR USE BY PERSONS WHO ARE AT LEAST 18 YEARS OLD AND BY USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR PROCUREMENT OF THE SERVICES IS ACCURATE. ALL SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS. EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS ICANN-APPROVED DOMAIN NAME REGISTRARS, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR E-MAIL FORWARDING

OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OUR E-MAIL SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH OUR E-MAIL SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

17. DISPUTE RESOLUTION POLICY: You are bound by all ICANN consensus policies and all policies of any relevant registry, including but not limited to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), which is available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm> and <http://www.icann.org/dndr/udrp/policy.htm> along with the UDRP Rules and all Supplemental Rules of any UDRP provider. The UDRP may be changed by ICANN (or ICANN's successor) at any time. If the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the UDRP in effect at the time your domain name registration is disputed by the third party. In the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP. If you or your domain name are the subject of litigation, we may deposit control of your domain name record into the registry of the judicial body by providing a party with a registrar certificate.
18. GOVERNING LAW AND JURISDICTION FOR DISPUTES:
 - a. Except as otherwise set forth in the UDRP or any similar ccTLD policy, with respect to any dispute over a domain name registration, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Arizona, as if the Agreement was a contract wholly entered into and wholly performed within the State of Arizona.
 - b. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by arbitration in Maricopa County, Arizona, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude us from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Service of process on you by us in relation to any dispute arising under this Agreement may be served upon you by first class mail to the address listed by you in your Account and/or domain name WHOIS information or by electronically transmitting a true copy of the papers to the email address listed by you in your Account and/or domain name WHOIS information.

- c. Notwithstanding the foregoing, for the adjudication of third party disputes (i.e., disputes between you and another party, not us) concerning or arising from use of domain names registered hereunder, you shall submit without objection, without prejudice to other potentially applicable jurisdictions, to the subject matter and personal jurisdiction of the courts (i) of the domicile of the registrant as it appears in the public WHOIS record for the domain name(s) in controversy, and (ii) where we are located.
 - d. When contacting us, please refer to our abuse reporting procedures as listed on our web site if you are contacting us concerning abuse of our services. As such, and for any and all other legal notifications to our company, please use email or the form on our contact us page to contact us. Postal mail correspondence should be expected to incur delays.
19. NOTICES: Any notices required to be given under this Agreement by us to you will be deemed to have been given if sent in accordance with the Account and/or domain name WHOIS information you have provided.
20. PRIVACY: Our log files store details such as your IP address, your browser type and the referring page and time of your visit. The information gathered is used only to enhance your experience when using our website. We may use Cookies to remember your preferences when interacting with our website. Your personal information will never be shared or disclosed to third-parties unless we are compelled by court order (or other entity with adequate jurisdiction), or to fulfill contractual obligations in support of our required accreditations as a domain registrar (including, but not limited to, ICANN and the various domain registries with whom we offer services).
21. GENERAL: This Agreement and all applicable ICANN policies and the policies of any relevant registry, including but not limited to the UDRP, together with all modifications, constitute the complete and exclusive agreement between you and us, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of us to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of us.
22. DATES/TIMES: All dates/times shown in our system for information including, but not limited to, expiration dates, auction end times and transfer completion dates are based upon Arizona time unless otherwise noted.

Terms and conditions specific to .BIZ domain registrations

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 name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one (1) 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 (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business. Registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

As a .BIZ domain name registrant, You hereby certify to the best of Your knowledge that:

- i. The registered domain name will be used primarily for bona fide business or commercial purposes and not (i) exclusively for personal use; or (ii) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation. More information on the .BIZ restrictions, which are incorporated herein by reference, are available online.
- ii. The domain name registrant has the authority to enter into the registration agreement; and
- iii. The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

Domain Name Dispute Policy

If You reserved or registered a .BIZ domain name through us, You agree to be bound by our current domain name 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:

- i. The Uniform Domain Name Dispute Policy;
- ii. The Start-up Trademark Opposition Policy ("STOP"); and
- iii. The Restrictions Dispute Resolution Criteria and Rules.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .BIZ domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .BIZ domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service is a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name 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 name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name 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 name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes. **Domain Name 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 name 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.

Domain Name Disputes

You agree that, if Your use of our domain name registration services is challenged by a third party, You will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name 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 name registration services, You agree not to make any changes to Your domain name record without our prior approval. We may not allow You to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by You and the other party contesting Your registration and use of our domain name 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 name registration services, we may deposit control of Your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

Reservation of Rights

We and the .BIZ Registry Operator, NeuLevel, Inc. 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 us and/or NeuLevel, Inc., as well as their affiliates,

subsidiaries, officers, directors and employees. We and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

Indemnification

You agree to indemnify, defend and hold harmless the .BIZ Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of the registration agreement.

Terms and conditions specific to .COM and .NET domain registrations

You agree to indemnify, defend and hold harmless the .COM .and NET Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

Terms and conditions specific to Afilias domain registrations

You agree to the Afilias policies as found at <http://afilias.info/policies>.

Terms and conditions specific to .INFO domain registrations

You agree to indemnify, defend and hold harmless the .INFO Registry Operator, Afilias Limited, and its subcontractors, shareholders, directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

If You are registering a .INFO domain name You also agree to:

1. consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .info Registry Operator and its designees and agents;
2. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP");
3. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and
4. acknowledge that the Registry Operator 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.

Terms and conditions specific to .MOBI domain registrations

You acknowledge and agree that You shall comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide, found [here](#). You consent to the monitoring of Your website for compliance with the Style Guide.

Further, You acknowledge and agree the Style Guide is subject to modification by the dotmobi registry, and You acknowledge and agree that You will comply with any such changes in the time allotted.

You agree to indemnify to the maximum extent permitted by law, defend and hold harmless 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 this Agreement;

You agree to indemnify, defend and hold harmless 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 this Agreement;

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 us 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.

You agree to comply with ICANN requirements, standards, policies, procedures, and practices for which dotmobi has responsibility in accordance with the Registry Agreement between ICANN and dotmobi or other arrangement with ICANN.

You consent to the use, copying, distribution, publication, modification and other processing of Your personal data by dotmobi and its designees and agents in a manner consistent with the purposes for which Your personal data is collected by us and submitted to dotmobi and with relevant mandatory local data protection, law and privacy.

You shall immediately correct and update Your registration information for Your registered domain name(s) during the registration term for each registered name.

You further agree to comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator 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 Registry Operator to Registrar;

You acknowledge and agree that dotmobi and Affilias Limited, acting in consent with dotmobi, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of dotmobi as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; (v) or to correct mistakes made by dotmobi or any registrar in connection with a domain name registration, and dotmobi also reserves the right to freeze a domain name during resolution of a dispute.

You acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the 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: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration.

You acknowledge and agree if the domain name being registered is a dotMobi Premium Name, and as such is 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 here, which is incorporated by reference herein.

You 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 web site 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.

You 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 Agreement.

Terms and conditions specific to .ORG domain registrations

You agree to indemnify, defend and hold harmless the .ORG Registry Operator, Public Interest Registry, and its subcontractors, shareholders, directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

Terms and conditions specific to .TICKETS domain registrations

WHOIS privacy is not permitted for .tickets registrations. There are further WHOIS verification steps that are required as noted at <http://nic.tickets/pdfs/3.-Whois-Verification-and-Domain-Name-Allocation-Rules-During-General-Availability.pdf>.

Terms and conditions specific to .US domain registrations

Indemnification. You agree to indemnify, defend, and hold harmless NeuStar, Inc., and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to your (i) .us domain name registration, and (ii) use of any .us registered domain name.

.US Certification of U.S. Nexus. You certify that you have and shall continue to have a lawful bona fide U.S. Nexus in order to qualify to register and maintain use of a .us registered domain name. You must be, and you certify that you are, either:

1. (a) A natural person (i) who is a United States citizen, (ii) a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions ("Nexus Category 1"); or,
2. (b) An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia, or any of its possessions or territories ("Nexus Category 2"); or,
3. (c) An entity or organization (including federal, state, or local government of the United States, or a political subdivision thereof) that has a bona fide presence in the United States of America or any of its possessions or territories ("Nexus Category 3"). If you are claiming Nexus Category 3, you certify that you have a "bona fide presence in the United States" on the basis of real and substantial lawful contacts with, or lawful activities in, the United States of America, including, but not limited to, the sale of goods or services or other business, commercial or non-commercial including not-for-profit activities, or maintaining an office or other facility within the United States.

.US Certification of Name Servers Located in the U.S. you certify that the name servers listed by you for any .us domain name registration are located within the United States of America.

.US Certification of Accuracy of Registration Information. You acknowledge and agree that we have requested certain information from you during the .us domain name registration process in order to meet the above Nexus requirement, and that you have willingly volunteered such information. You acknowledge and agree that such information will be verified for accuracy and for compliance with the Nexus requirement and will be shared with NeuStar, Inc. You acknowledge and agree that, in order to implement the above Nexus requirement, NeuStar, Inc., will conduct "spot checks" on registrant information.

You understand and agree that your willful or grossly negligent provision of inaccurate or unreliable information, or your willful or grossly negligent failure to promptly update information, provided to us shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name registration, without refund or credit to you. You further understand and agree that if such information cannot be verified for any reason, or if you fail to continue to abide by the Nexus requirements, the domain name registration may be subject to immediate "hold", rejection, or deletion by either us or NeuStar, Inc., without refund or credit to you. Neither we nor NeuStar, Inc., shall be liable to you for any actions or inactions resulting from your failure to satisfy all Nexus requirements or to provide all required Nexus requirement information in connection with the domain name registration. Neither we nor NeuStar, Inc., shall have any obligation to you to request or attempt to obtain from you additional information in order to establish your compliance with the Nexus requirements.

.US Dispute Policy. You agree to be bound by the Nexus Dispute Policy ("NDP") (located at <http://www.neustar.us/policies/index.html>), which will be administered solely by NeuStar, Inc., or its designated representative.

.US Restrictions. You acknowledge and agree that you are not permitted to purchase or use Domain Privacy service in connection with any .us domain name registration.

.US Reservation of Rights. NeuStar, Inc., reserves the right to "hold", deny, cancel, or transfer any registration that it deems necessary, in its sole discretion. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by NeuStar, Inc., or other third parties.

Terms and conditions specific to Rightside Registry domain registrations

[Click here](#) to review the Rightside Registry Terms and Conditions.

Terms and conditions specific to Rightside Registry TLD domain registrations

1. By applying to register or reserve a domain name in a Registry TLD, you represent and warrant that neither your registration nor your use of the name will infringe the intellectual property or other rights of any third party or violate the Registry's Acceptable Use (Anti-Abuse) Policy.
2. You acknowledge and agree to abide by all Registry Policies set forth on the Registry's website at <http://rightside.co/registry/for-registrars/#c290> (the "Registry Website"). You

specifically acknowledge and agree that the Registry Policies may be modified by the Registry, and agree to comply with any such changes in the time period specified for compliance.

3. You agree to comply with all applicable ICANN requirements and policies found at www.icann.org/en/general/consensus-policies.htm.
4. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, disclosure of date and financial disclosures.
5. You agree that should you use a Registry TLD to collect and or maintain sensitive health and financial data, you implement reasonable appropriate security measures commensurate with the offering of those services as defined by applicable law.
6. You represent and warrant that you have provided to your Registrar current, complete, and accurate information in connection with your application for a registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration or reservation. Your obligation to provide current, accurate, and complete information is a material element of these terms, and the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration or reservation if it determines, in its sole discretion, that the information is materially inaccurate.
7. You consent to the collection, use, processing, and/or disclosure of personal information in the United States and in accordance with the Registry's Privacy Policy , and incorporated by reference here. If you are submitting information from a country other than the country in which the Registry servers are located, your communications with the Registry may result in the transfer of information (including your membership account information) across international boundaries; you consent to such transfer.
8. Should You choose to register one or more of these new generic top-level domain names, you must comply with the registration requirements as described below: Regulated TLDs: .ENGINEER, .MARKET, MORTGAGE, .DEGREE, .SOFTWARE, .VET, .GIVES, and .REHAB Highly-regulated TLDs: .DENTIST, .ATTORNEY, and .LAWYER Military TLDs: .ARMY, .NAVY, and .AIRFORCE.
 - a. Safeguards for Regulated TLDs. Registrants must comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. Additionally, if a Registrant collects and maintains sensitive health and financial data, Registrants must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
 - b. Safeguards for Highly-Regulated TLDs. Registrants must provide to their Registrar administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business. Additionally, Registrants must possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD and report any material changes to the Registrant's authorizations, charters, licenses and/or other related

credentials for participation in the sector associated with the Highly-regulated TLD.

- c. Safeguards for Military TLDs. Registrant must take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist.
9. You should be aware that Australian Defence Regulation 1957, No. 16, individuals and businesses, who are subject to Australian law, are prohibited from using the words "Navy" and "Air Force" in connection with a trade or business. Consequently, Australian based Registrars are advised that it may be illegal to sell or distribute domain names under this law and selling or distributing domain names to consumers based in Australia may also be prohibited. Australian Registrars are advised to consult with their legal counsel prior to selling or distributing any .NAVY or .AIRFORCE domain name.
10. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), and the Uniform Rapid Suspension System ("URS"), each as described on the ICANN Website. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the Registry, its affiliates and service providers from any and all directly or indirect liability associated with such dispute resolution processes.
11. You acknowledge and agree that the Registry reserves the right, in its sole discretion, to disqualify you or your agents from making or maintaining any registrations or reservations in the Registry TLD if you are found to have repeatedly engaged in abusive registrations.
12. You acknowledge and agree that the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration that it deems necessary, in its discretion, in furtherance of the following:
 - a. to enforce all Registry Policies, these Registration Terms, and ICANN requirements, as amended from time to time;
 - b. to protect the integrity and stability of the Registry, its operations, and the Registry TLDs;
 - c. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or you;
 - d. to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;
 - e. to correct mistakes made by the Registry or any Registrar in connection with a registration or reservation;
 - f. as otherwise provided herein.
13. The Registration Terms, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

You agree and submit to the exercise of personal jurisdiction of courts in the State of Washington for the purpose of litigating any such claim or action.

14. BY AGREEING TO THESE REGISTRATION TERMS AND CONDITIONS, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST THE REGISTRY, ITS EMPLOYEES, AFFILIATES AND SUBSIDIARIES, AND SERVICE PROVIDERS, BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF WASHINGTON OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF STATE OF WASHINGTON FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.
15. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake under your registration agreement with the Registrar and these Registration Terms. You acknowledge and agree that the Registry's third party beneficiary rights have vested, and shall survive any termination or expiration of your registration or reservation.
16. You acknowledge and agree that domain names in the Registry TLD are provided "as is", "with all faults" and "as available." The Registry, its affiliates and service providers, make no express warranties or guarantees about such domain names.
17. TO THE GREATEST EXTENT PERMITTED BY LAW, THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, DISCLAIM IMPLIED WARRANTIES THAT THE REGISTRY AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS DO NOT GUARANTEE THAT ANY REGISTRY TLDS, OR REGISTRY OPERATIONS WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE UNITED TLD, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU OR THIRD PARTIES WILL BE ABLE TO ACCESS OR USE A DOMAIN NAME IN UNITED TLDS (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A REPRESENTATIVE OF THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS SHALL CREATE A WARRANTY REGARDING OPERATIONS OF THE REGISTRY OR A DOMAIN NAME IN A REGISTRY TLD.
18. THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON A DOMAIN NAME IN A UNITED TLD. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS

OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE REGISTRY, ITS AFFILIATES AND SERVICES PROVIDERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE REGISTRY'S LIABILITY, AND THE LIABILITY OF THE REGISTRY'S AFFILIATES AND SERVICE PROVIDERS, SHALL BE LIMITED TO THE AMOUNT YOU PAID TO REGISTER A UNITED TLD. YOU FURTHER AGREE THAT IN NO EVENT SHALL THE REGISTRY'S, ITS AFFILIATES AND SERVICE PROVIDERS, TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. YOU AGREE THAT THE RIGHTS STATED HEREIN SURVIVE TERMINATION OF THE REGISTRAR'S AGREEMENT WITH YOU.

19. The Registry reserves the right to modify, change, or discontinue any aspect of its Registry Services, these Registration Terms, including without limitation its prices and fees. You acknowledge and agree that the Registry, its affiliates and service providers may provide any and all required notices, agreements, modifications and changes to these Registration Terms, and other information concerning Registry TLDs electronically, by posting such items on the Registry Website. Your continued use of a Registry TLD shall constitute your acceptance of the most current versions of those notices, agreements, modifications, and changes to these Registration Terms. In the event of any conflict between these Registration Terms and the notices, agreements, modifications and changes to the Registration Terms as posted from time to time on the Registry Website, the terms posted on the Registry Website shall prevail.
20. You represent and warrant that your use of the Registry and/or the Registry TLDs will not be for any illegal purpose and that you will not undertake any activities with your Registry TLD that will be in violation of the Acceptable Use (Anti-Abuse) Policy.
21. The Registry TLDs are intended for and available to applicants and registrants who are at least eighteen (18) years of age. By applying for, registering, or reserving United TLD, you represent and warrant that you are at least eighteen (18) years of age.