

Registration Agreement (last revision 05 May 2010)

"We", "us" and "our" refer to the registrar listed at the bottom of this agreement

This Registration Agreement ("Agreement") sets forth the terms and conditions of use by the Service Provider, Reseller, Applicant, beneficiary and the Registrant (jointly and severally referred to as "you") of our domain name registration services (the "Services") and your registration of that domain name (the "Registration").

By submitting a domain name ("Domain") to us for Registration, you acknowledge that you have read, understood, and agreed to all the terms and conditions of this Agreement, any agreement referencing this Agreement, the incorporated Uniform Domain Name Dispute Resolution Policy (the "Dispute Policy") also available here: <http://www.icann.org/udrp/udrp.htm>, and any other rules or policies that are or may be published by us from time to time. The operative and effective version of this Agreement will be the latest version available at <http://www.internet.bs/legal/Internet.bs-RegistrationAgreement.pdf>

By submitting a Domain to us for Registration, you are also warranting that you have the authority and legal capacity to enter into this Agreement.

By subscribing to any third party services through our Website, you must agree to and comply with the policies and terms of use, as applicable, of any such third party.

Except when expressly agreed to the contrary in writing by us, this Agreement, in addition to any other specific agreement between you and us, supersedes any other written (including, without limitation, digitized/computerized) agreement, oral agreement, or agreement by conduct.

Wherever in this Agreement the masculine, feminine, or neuter gender is used, it will be construed as including all genders, and wherever the singular is used, it will be deemed to include the plural and vice versa, where the context so requires.

This Agreement will become effective upon the submission of you Registration. We, at our own sole discretion, may accept or reject your Registration application ("Application"), such rejection including, without limitation, rejection due to a request for Registration of a prohibited Domain.

1. COMPANY ABSTRACT, REGISTRATION, AND DISPUTE

a. Accreditation. We are an officially accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for the ".BIZ", ".COM", ".INFO", ".NAME", ".NET", ".ASIA", ".TEL", ".MOBI" and ".ORG" Top-Level Domains ("TLDs"), and other future TLDs. As such, we have been granted full rights to provide the Services for Second-Level Domains within these TLDs. ICANN oversees the Domain

system management for such present and future TLDs. Upon accepting your Application, we become your sponsor for that Application.

b. Time Registration Effective. All Registrations that we register for the applicable TLDs are not effective until we have delivered (when applicable) the required Registration information that you provide us to the registry administrator (the "Registry") for the applicable TLDs and such Registry puts your Registration into effect.

c. No Responsibility for Registry's Actions. While we always take extreme care in processing your orders, you agree that we are not liable or responsible in any way for any errors, omissions, or any actions by the Registry arising out of or related to your Application and receipt of, or failure to receive, a Registration.

d. Domain Disputes. You agree that, if your use of our Services is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy. If we are notified that a complaint has been filed with a judicial or administrative body regarding your Domain and/or your use of our Services, you agree not to make any changes to your Domain record without our prior written approval. We may, at our sole discretion, not allow you to make changes to such Domain 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 Domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your Registration and use of our Services, we may deposit control of your Domain record into the registry of the judicial body by supplying a party with a registrar certificate from us.

e. Indemnification. You further agree to indemnify, defend, and hold harmless our company, the Registry, their respective parent companies and subsidiaries, and all of their respective executives, directors, officers, attorneys, managers, employees, consultants, contractors, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including, without limitation, legal costs) arising out of or related to your Registration. This indemnification obligation will survive the termination or expiration of this Agreement for whatever reason.

f. Lawsuit: If we are sued or threatened with lawsuit in connection with Service(s) provided to you, you have to indemnify us and to hold us harmless from the claims and expenses (including attorney's fees and court costs). Under such circumstances, you agree that you will, upon demand, obtain a performance bond with a reputable bonding company or, if you are unable to obtain a performance bond, that you will deposit money with us to pay for our reasonably anticipated expenses in relation to the matter. Such deposit will be drawn down as expenses are incurred, We shall not be obliged to extend you any credit in relation to such expenses and we may terminate the Service(s) for a failure to make or renew such a deposit. We will return any unused deposit upon the conclusion of the matter.

2. FEES

a. **Your Obligation.** You, or the reseller ("Reseller") on your behalf, will be responsible for paying all fees associated with the Services provided by us. When renewal fees are due, it will be your sole responsibility to ensure that such fees are paid on time to us.

b. **Payment & Deadline.** You must make payments by credit card or such other method as we may authorize or indicate in the Registration renewal form ("Renewal Form"). Should you fail to pay the fees by the due date specified, we have the right to cancel your Registration at our sole discretion. You agree that we will have no liability whatsoever with respect to any such cancellation. All fees, including, without limitation, Pre-Registration fees, are non-refundable, in whole or in part, even if your Registration is suspended, cancelled, or transferred prior to the end of your then current Registration term. All Pre-Registration fees are non-refundable. While it is our intention to always announce changes well in advance to our existing customers, we reserve the right to change fees, surcharges, and renewal fees, and to institute new fees at any time, for any reason, at our sole discretion.

c. **Actual Payment Required.** Your requested Domain will not be registered, or pre-registered, unless we receive actual payment for the Registration or Pre-Registration fee, or at least reasonable assurance of payment of the Registration or Pre-Registration fee from some other entity (such reasonable assurance will be determined at our sole discretion). For Pre-Registration Services, Registration will not be granted to you if payment is not received.

d. **Credit Card Charge Back.** In the event of a charge back by a credit card company (or similar action by another payment provider approved by us), in connection with the payment of your Registration fee, you agree that the Registration will be transferred to us as the paying entity for that Registration to the Registry. You also agree that we reserve all rights regarding such Domains including, without limitation, the right to make the Domains available to other parties for purchase. We may reinstate your Registration at our sole discretion and, subject to receipt of the initial Registration or renewal fee and then current reinstatement fee.

e. **Outstanding Fees/Charges.** You are responsible for the full and prompt payment of any outstanding fees and/or charges, notwithstanding the termination or expiry of this Agreement for any reason.

3. DOMAIN OWNERSHIP

a. **Ownership of Domain.** You understand and acknowledge that the Registrant, whose name is on record, will have sole legal ownership of the Domain. It is your sole responsibility, and not that of our company in any way, to ensure that the proper Registrant name is recorded.

b. **Domain Privacy.** If you elect to use our Private Whois service in order to mitigate spam and protect your privacy and when the corresponding Registry allows domain privacy, you agree you are still the sole owner of the domain and we do not play the role

of a proxy registrant. Furthermore you retain full control over your domain, including the option to update whois details at your own sole discretion. You also understand and agree we will not respond to any legal action against your domain as we are merely the domain Registrar and you will have to promptly and directly handle domain disputes. Our Private Whois service is immediately and without any filtering or human intervention forwarding all emails sent to the listed public whois contact to your chosen email addresses, as such you understand and accept we cannot be held responsible if you decide not to answer to email(s) you receive or if you omit to monitor your email inbox and/or spam box. Our domain privacy (Private Whois) public whois clearly states “PLEASE DO NOT SEND LETTERS - Contact the owner by email only” as such we will simply discard or reject all letters we may receive addressed to you, if you do not agree and/or if you wish to receive letters, DO NOT use our Private Whois service. For some TLD such as .eu, .fr and .uk the corresponding Registry forbids Domain Privacy (Private Whois) provided by a third party, however the corresponding Registry offers in general equivalent and/or similar privacy services you can configure either from our interface and/or from the Registry’s interface. It is your responsibility to refer to each Registry’s policy before you subscribe to our service(s) to make sure they match your needs and expectations.

4. CHANGES TO THE AGREEMENT

You acknowledge that the practice of registering and administering Domains is constantly evolving; therefore, you agree that we may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with our agreement with ICANN, or any other entity or individual, as well as to adjust to changing circumstances. Your continued use of the Domain registered to you will constitute your acceptance of this Agreement with any new change. If you do not agree to any such change, you may request that your Registration be cancelled or transferred to a different Domain registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

5. REGISTRATION INFORMATION, USE, & LIMITATIONS

a. Required Information. As part of the Registration process, you must provide certain information. You must promptly update the information you provide, as is needed to keep it true, correct, accurate, current, and complete. You must provide the following information when registering your Domain:

- (i) The legal name and postal address of the Registrant (the Domain owner/holder) even if you use Private Whois (Domain Privacy) service;
- (ii) The Domain being registered;
- (iii) The full legal name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts for the Domain;
- (iv) The IP addresses of the primary nameserver and any secondary nameserver for the

Domain, if required;

(v) The corresponding names of those nameservers, if required;

(vi) Any remark concerning the Domain that should appear in the Whois directory;

(vii) Any other data that any Registry may require to be submitted to it, including specifically information regarding the primary purpose for which a Domain is registered.

b. Additional Information about your Registration. In addition to the information you are required to provide, we maintain records related to your Registration. These records may include, at our sole discretion, without limitation:

(i) The original creation date of the Registration;

(ii) The submission date and time of the Application (to us and by us to the proper Registry);

(iii) Communications (electronic or paper form) constituting Registration orders, modifications, or terminations, and related correspondence between you and us;

(iv) Records of account for your Registration, including, without limitation, dates and amounts of all payments and refunds;

(v) The expiration date of the Registration;

(vi) Any other information regarding any and all other activities between you and us regarding your Registration and related Services.

c. Information About Third Parties. If you provide information about a third party, you hereby represent that you will have (i) provided prior written notice to the third party of the disclosure and use of that party's information, and (ii) obtained the third party's express prior written consent to the disclosure and use of that party's information.

d. Failure to Provide Proper Information. You acknowledge that if you provide any inaccurate information, or fail to update information promptly, you will be in material breach of this Agreement, which will be sufficient cause for cancellation of your Registration. You further agree that your failure to respond to inquiries made by us to the e-mail address of your administrative, billing, or technical contact then appearing in the Whois directory concerning the accuracy of any information related to your Registration will constitute a material breach of this Agreement, which will be sufficient cause for immediate cancellation of your Registration.

e. Enforcement of Accurate Whois Data. We reserves the right to accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants and follow any other procedures set forth in any agreement we have with a particular Registry.

f. Disclosure & Use of Registration Information. You agree that we will make your Registration information available to ICANN and the Registry, and their respective designees and agents, and to any other third party as ICANN and applicable laws may require or permit. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some or all of your Registration

information for purposes of inspection (such as through our WHOIS Service) or for other purposes as required or permitted by ICANN and applicable laws.

g. Government Use of Information. You understand and agree that Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit others to do so, all Data provided by Registrant. "Data" means any recorded information, and includes, without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

h. ICANN Guidelines & Requirements. You agree that ICANN may establish 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. You also agree and consent to any and all such disclosures, uses, guidelines, limits, and restrictions related to your Registration information (including, without limitation, any and all updates to such information), whether during or after the term of your Registration. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your Registration information by us.

i. Access to Registration Information. You may access your Registration information, which is in our possession, to review, modify, or update such information. You can access your Registration information by accessing our Account Management On-Line Forms, or similar Service, made available at our web site.

6. DOMAIN REGISTRAR TRANSFERS

a. Fees. Before any registrar transfer Service (incoming transfer) provided to you by us becomes effective, you or the reseller on your behalf, must pay us the then current registrar transfer fee for the registrar transfer Service for your Domain.

b. Request to Transfer Registration. Only the Registrant of the Registration and Domain, the authoritative holder, may initiate a request to transfer the Registration from a particular registrar to us (incoming transfer) or from us to another registrar (outgoing transfer). Therefore, you hereby represent that you have the full and complete authority as the holder of the Registration and Domain to initiate any transfer, or as a contact listed on the current Registration, that you have been given full and complete authority by the Registrant to initiate the transfer. We at our sole discretion, may require you to provide documentation that proves that the Registrant initiated and/or authorized the transfer request.

c. Right to Refuse Transfer. We reserves the right to deny any request to transfer a Registration (i) during the first sixty (60) days after the initial Registration with the original registrar; (ii) in accordance with the circumstances described in this Agreement under the Dispute Policy; (iii) if/when there is a pending bankruptcy of the Registrant; (iv) if/when there is a dispute over the identity of the Registrant; (v) by operation of law;

or (vi) at the discretion of the then current registrar. It is the sole responsibility of the Registrant, and not our, to ensure that the request to transfer will not be denied for any of the above reasons prior to initiating and paying for the registrar transfer Services. Fees are not refundable, however after a failed transfer, funds are immediately made available to your pre-paid account and they can be applied to subsequent transfer requests.

d. REMOVED

e. Successful Completion of Registrar Transfer Request. Upon successful completion of a registrar transfer request, we will immediately become the registrar of record. As such, you will be bound by this Agreement.

7. OWNERSHIP OF DATA

You agree and acknowledge that we own all databases, compilations, collective and similar rights, titles, and interests worldwide in our Domain database (the "Domain Database"), and all information and derivative works generated from the Domain Database. You further agree and acknowledge that we own the following information for those Registrations for which we are the registrar: (i) the original creation date of the Registration; (ii) the submission date and time of the Application (to us and by us to the proper Registry); (iii) communications (electronic or paper form) constituting Registration orders, modifications, or terminations, and related correspondence between you and us; (iv) records of account for your Registration, including, without limitation, dates and amounts of all payments and refunds; (v) the expiration date of the Registration; (vi) the name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative contact, technical contact, and billing contact, and the name holder, for the Registration; (vii) any remark concerning the registered Domain that appears or should appear in the WHOIS or similar database; and (viii) any other information or data that we generate or obtains in connection with the provision of the Services.

8. AGENTS AND LICENSES

a. Warranty of Authority. If you are registering a Domain for someone else, you warrant and agree that you have the authority to bind that person as a principal to all the terms and conditions provided herein.

b. License to Third Party. If you license the use of the Domain registered to you to a third party, you warrant and agree that you nonetheless remain the Registrant (the Domain holder of record), and remain responsible for any and all obligations under this Agreement, including, without limitation, payment and providing (and updating, as necessary) your full, current, accurate, and complete contact information and administrative, technical, and billing contact information, adequate to facilitate timely resolution of any problem that may arise in connection with the Domain and Registration.

9. USE OF FREE SERVICES

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10. EXPIRATION OF DOMAIN NAME REGISTRATION

After expiration of the term of domain name registration services, you acknowledge that certain registry administrators may provide procedures or grace periods during which expired domain name registrations may be renewed. You acknowledge that you assume all risks and all consequences if you wait until close to or after the end of a domain name registration term to attempt to renew the registration. You acknowledge that we, for any reason and in our sole discretion, may choose not to participate in a post-expiration renewal of a domain name and that we shall not be liable therefore. You acknowledge that post-expiration renewal or redemption processes, if any, involve additional fees which we and your Service Provider or Reseller may determine. You acknowledge and agree that expired domain name(s) may be made available to be registered or re-registered to any party at any time.

You agree that after expiration of the term of a domain name registration we may, for a period of thirty (30) days (the "Expiry Period"), either i) remove the domain name from the zone of the top-level-domain (meaning that the Domain will no longer resolve), or ii) direct the Domain to name-servers and IP address(es) of website(s) designated by us, including, without limitation, to IP address(es) which host a parking page or a commercial search engine that may display advertisements. If we exercises our rights under this provision, and if you do not contact us to pay for and renew the Domain prior to the end of the Expiry Period, you agree that you have abandoned the Domain and you relinquish any and all rights that you may have had to the Domain to us other than the rights that we provide to you in this agreement.

After the Expiry Period, you agree that we may either (i) delete the Domain at any time thereafter or (ii) pay the Registry's registration fee or otherwise allow it to continue to be registered and that we may list ourselves or a third party as the registrant of the Domain in the WHOIS information and pointing the Domain to the name-server(s) and IP address(es) designated by us or, (iii) put the Domain up for auction or otherwise sell the Domain, in which case you relinquish all rights and control over the Domain and Domain Services. If we are named as the Registrant for the Domain after the Expiry Period, the ability to redeem the Domain will be available to you for a period of thirty (30) days (the "Registrar Redemption Period") for a redemption fee equaling that charged for Domains that have been deleted and available for redemption at the Registry. You agree that this service is functionally equivalent to ICANN's or a registry's redemption grace period, which may normally occur after deletion. After the Expiry Period you agree that you have abandoned the Domain and you relinquish any and all rights that you may have had to the Domain to us.

11. LIMITATION OF LIABILITY

YOU AGREE THAT WE (FOR THE PURPOSES OF THIS SECTION, WE INCLUDE, WITHOUT LIMITATION, OUR COMPANY EXECUTIVES, DIRECTORS,

OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, REGISTRIES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING OUR SERVICES) WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS THAT MAY OCCUR DUE TO ANY (A) LOSS OF REGISTRATION OF A DOMAIN; (B) USE OF YOUR DOMAIN; (C) ACCESS DELAY OR ACCESS INTERRUPTION TO OUR REGISTRATION SYSTEM; (D) NON-DELIVERY OR MISDELIVERY OF DATA BETWEEN YOU AND US AND/OR BETWEEN US AND THE REGISTRY; (E) EVENT BEYOND OUR REASONABLE CONTROL; (F) PROCESSING OF THE APPLICATION; (G) PROCESSING OF ANY MODIFICATION TO THE RECORD ASSOCIATED WITH YOUR DOMAIN; (H) FAILURE OF YOU OR YOUR AGENT TO PAY ANY FEE HEREUNDER; (I) SUSPENSION OR CANCELLATION OF YOUR REGISTRATION BY US; OR (J) APPLICATION OF ANY DISPUTE RESOLUTION PROVISION HEREIN. FURTHERMORE, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL OUR MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU OR YOUR AGENT TO US FOR THE INITIAL REGISTRATION OF YOUR DOMAIN.

12. INDEMNITY

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13. DISCLAIMER

ALL THE SERVICES ARE PROVIDED TO YOU "AS IS," AND WE WILL HAVE NO LIABILITY FOR FAILURE OF ANY OF THE SERVICES WE PROVIDE, WHETHER UNDER THEORIES OF STRICT LIABILITY, PRODUCTS LIABILITY, NEGLIGENCE, OR OTHERWISE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR OUR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT THE REGISTRATION OR USE OF A DOMAIN UNDER THIS AGREEMENT WILL IMMUNIZE YOU FROM CHALLENGES TO YOUR REGISTRATION OR FROM SUSPENSION, CANCELLATION, TRANSFER, OR ANY OTHER LOSS OF THE DOMAIN REGISTERED TO YOU. FOR THE PURPOSES OF THIS SECTION, WE INCLUDE, WITHOUT LIMITATION, OUR EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT

COMPANIES, SUBSIDIARIES, AFFILIATES, REGISTRIES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE, OR ANYONE ELSE INVOLVED IN CREATING, REGULATING, PRODUCING, OR DISTRIBUTING OUR SERVICES.

14. REPRESENTATIONS & WARRANTIES

a. Against Infringement. You represent and warrant to us that you hold the necessary rights to use, or permit to use, any item used through our Services, and that such use will not in any way:

- (i) violate or potentially violate any right of any third party, including, without limitation, infringement or misappropriation of any copyright, patent, trademark, trade secret, or other proprietary right;
- (ii) constitute or potentially constitute violations, such as, without limitation, false advertisement, unfair competition, defamation, invasion of privacy, invasion of rights, and discrimination;
- (iii) cause or potentially cause a business dispute, personal dispute, or any other dispute;
- (iv) be or potentially be unlawful, harmful, fraudulent, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or otherwise offensive;
- (v) be or potentially be racially, ethnically, disputatiously, argumentatively, or ethically objectionable; or
- (vi) encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, including, without limitation, local, provincial, state, national, international, or other laws.

b. Registration Information. You represent and warrant that all information provided by you in connection with your Registration is, and will be, true, current, accurate, and complete at all times. Breach of this section will constitute material breach of this Agreement and cause for immediate cancellation of your Registration and Domain.

c. Infancy: You attest that you are of legal age to enter into this Agreement. d. Registry supplemental policies and rules: You agree to be bound by the rules, policies, and agreements of each Registry from which you purchase directly or indirectly a domain registration using our services, refer to the incorporated ADDITIONAL REGISTRY REQUIREMENTS section for specific details for each registry if any.

Breach of these sections will constitute material breach of this Agreement and cause for immediate cancellation of your Service(s) Registration(s) and Domain(s). You further agree to protect, defend, hold harmless, and indemnify our company, any third party entity related to us (including, without limitation, any Registry), and our executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, and subsidiaries from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and

all legal fees and expenses arising out of or resulting from the Registration, use of the Domain, or from any breach of this Agreement. This indemnification is in addition to any indemnification required under the Dispute Policy. This indemnification obligation will survive the termination or expiration of this Agreement for whatever reason.

15. BREACH & REVOCATION

a. Revocation by us. We reserve the right to immediately suspend, cancel, transfer, modify, or terminate your Registration for any reason, including, without limitation, (i) your material breach of this Agreement; (ii) your use of any services, including, without limitation, the Domain registered to you, that is in contradiction of applicable laws or customarily acceptable usage policies of the Internet, including, without limitation, sending unsolicited commercial advertisements (including, without limitation, spamming) or sending threats, harassments, and obscenities; (iii) your use of your Domain in connection with unlawful or unethical activity; (iv) our receipt of an order from a court of competent jurisdiction or an arbitration award; or (iv) any other grounds for suspension, cancellation, transfer, modification, or termination that is determined by our sole discretion. You understand and agree that you will not receive any refund whatsoever for any such suspension, cancellation, transfer, modification, or termination of your Registration for any reason.

b. Revocation by ICANN, Registry, or Registrar. You further acknowledge and agree that your Registration is subject to suspension, cancellation, transfer, modification, or termination by any ICANN procedure, any Registry procedure approved by an ICANN-adopted policy, or our company.

c. Civil/Legal Liability for Breach. ANY BREACH OF THIS AGREEMENT MAY RESULT IN CIVIL ACTION, LEGAL ACTION, AND/OR CRIMINAL PROSECUTION.

16. GOVERNING LAW & SEVERABILITY

a. Governing law. Except as otherwise set forth in the UDRP, **.eu Dispute Resolution Rules** or any similar ccTLD policy with respect to any dispute over your domain name registration, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of The Commonwealth of The Bahamas, as if the Agreement was a contract wholly entered into and wholly performed within The Bahamas.

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF THE BAHAMAS APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN NASSAU AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS. For the purpose of .eu domaine holders only and for matters relating to .eu domains only

the applicable law for the Terms and Conditions shall be the law of the state of Luxembourg.

b. Severability & Amendment. If any provision or portion of any agreement (including, without limitation, this Agreement) between you and our company is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of that agreement will continue in full force and effect. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent 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 our company. It is your sole responsibility to ensure that the representative subscribing such document is actually authorized to do so.

17. NOTICES

You agree that any notice required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

18. GENERAL

a. Entire Agreement. This Agreement, in addition to any other specific agreement between you and us, constitutes the full and complete understanding and agreement between you and us, relating to the subject matter hereof. Except when expressly agreed to the contrary in writing by us, this Agreement supersedes any other written (including, without limitation, digitized/computerized) agreement, any oral agreement, or any actual or alleged agreement by conduct.

b. Independent Contractor Relationship. Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between you and us. You and our company will each be deemed an independent contractor at all times and will have no right or authority to assume, create, or incur any obligation on behalf of the other, except as may be expressly provided herein. You must not, in any way, misrepresent your relationship with us, attempt to pass yourself off as us, or claim that you are us.

c. No Waiver. The failure of our company to require your performance of any provision of this Agreement will not affect our full right to require such performance at any time thereafter; nor will the waiver by us of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

d. Survival of Termination. Sections 2, 3, 5, 7, 9, 10, 11, 12, 13, 14, 15 and 16, and the Dispute Policy, will survive the expiry or termination of this Agreement for any reason.

DISPUTE POLICY

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under [Paragraph 4](#) of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at www.icann.org/udrp/udrp-rules-24oct99.htm, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of [Paragraph 8](#), our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this

Policy or a later version of this Policy adopted by ICANN. (See [Paragraph 4\(i\)](#) and [\(k\)](#) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

(i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and

(ii) you have no rights or legitimate interests in respect of the domain name; and

(iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of [Paragraph 4\(a\)\(iii\)](#), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to [Paragraph 5](#) of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of [Paragraph 4\(a\)\(ii\)](#):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in [Paragraph 4\(f\)](#).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant,

except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in [Paragraph 5\(b\)\(iv\)](#) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in [Paragraph 4](#) shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under [Paragraph 3\(b\)\(xiii\)](#) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See [Paragraphs 1](#) and [3\(b\)\(xiii\)](#) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of [Paragraph 4](#)

shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in [Paragraph 3](#) above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy here at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any

domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration

ADDITIONAL REGISTRY REQUIREMENTS

.BIZ

Should you seek to register a .BIZ domain name you and the registrant, must also agree to the following terms:

Indemnification:

You agree to indemnify, defend and hold harmless the .BIZ Registry Operator, NeuStar, 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 obligation survives the termination or expiration of the registration agreement.

I. Registration Requirements

You certify:

- a) The data provided in the domain name registration application is true, correct, up to date and complete; and
- b) The registrant and you will keep the information provided above up to date.

You certify to the best of your knowledge:

- a) 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.
- b) The domain name registrant has the authority to enter into the registration agreement; and
- c) The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

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 or more host computers through the DNS:

1. To exchange goods, services, or property of any kind;
2. In the ordinary course of trade or business; or
3. 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.

For illustration purposes, the following shall not constitute a "bona fide business or commercial use" of a domain name:

1. Using or intending to use the domain name exclusively for personal, noncommercial purposes;

or

2. Using or intending to use the domain name exclusively for the expression of noncommercial ideas (i.e., registering abcorks.biz exclusively to criticize or otherwise express an opinion on the products or services of ABC company, with no other intended business or commercial purpose);
3. Using the domain name for the submission of unsolicited bulk e-mail, phishing, pharming or other abusive or fraudulent purposes.

II. .Biz Dispute Resolution Services

You and the Registrant acknowledge having 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 Resolution Policy, currently available at <http://www.icann.org/udrp/udrp.htm>; and

(ii) The Restrictions Dispute Resolution Criteria and Rules, currently available at <http://www.neustar-registry.biz/?q=node/51>.

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 UDRP processes.

III. Reservation

Registry Operator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and stockholders; (4) for violations of this Agreement and its Exhibits; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to lock or place on hold a domain name during resolution of a dispute.

.COM and .NET

Should you seek to register a .COM and/or a .NET domain name you and the registrant, must also agree to the following terms:

Indemnification:

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

.UK

Should you seek to register a .UK domain name, in addition to the above terms and condition you and the registrant must also agree to the following terms and conditions:

Indemnification:

You agree to indemnify, defend and hold harmless the .UK Registry Operator, Nominet UK (Company No. 3203859), 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 obligation survives the termination or expiration of the registration agreement.

Additional terms and conditions:

<http://www.nominet.org.uk/nominet-terms>

<http://www.nic.uk/registrants/aboutdomainnames/legal/terms/>

.INFO

Should you seek to register a .INFO domain name you and the registrant, must also agree to the following terms:

The .info Registry is Afilias LTD

Indemnification:

You agree to indemnify, defend and hold harmless the .info Registry, Afilias LTD and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. This indemnification obligation survives the termination or expiration of the registration agreement.

Compliance:

You agree to comply with each of the following additional requirements:

- (a) ICANN standards, policies, procedures, and practices for which Afilias has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and
- (b) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Afilias and its designees and agents; and
- (c) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); and
- (d) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and
- (e) acknowledge and agree that Afilias reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Afilias,

as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Afiliat or any Registrar in connection with a domain name registration. Afiliat also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

.MOBI

Should you seek to register a .MOBI domain name you and the registrant, must also agree to the following terms:

Indemnification:

You agree to indemnify to the maximum extent permitted by law, defend and hold harmless the .BIZ Registry Operator, mTLD Top Level Domain, Ltd., 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 obligation survives the termination or expiration of the registration agreement.

Compliance, rules and policies:

You consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent and relevant with mandatory local data protection, laws and privacy;

You hereby acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, 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 the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration. The Registry also reserves the right to freeze a Registered Name during resolution of a dispute.

You acknowledge and agree that you must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance

with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted.

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 Internet.bs Corp. 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.

.FR and .RE

Should you seek to register a .FR or a .RE domain name you and the registrant, must also agree to the following terms:

Indemnification:

You agree to indemnify, defend and hold harmless the .FR and .RE Registry Operator, Association Française pour le Nomme Internet en Coopération (AFNIC), 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 obligation survives the termination or expiration of the registration agreement.

Additional terms and conditions found here:

(French) <http://www.afnic.fr/obtenir/chartes>

(English) http://www.afnic.fr/obtenir/chartes_en

(French) <http://www.afnic.fr/doc/ref/juridique/parl>

(English) http://www.afnic.fr/doc/ref/juridique/parl_en

.EU

Should you seek to register a .EU domain name you and the registrant, must also agree to the following terms:

Indemnification:

You agree to indemnify, defend and hold harmless the .EU Registry Operator, European Registry for Internet Domains abbreviated to "EURID vzw/asbl.", 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 obligation survives the termination or expiration of the registration agreement.

.EU Registration Restrictions

You acknowledge and agree that you are not permitted to purchase Private Whois for .EU registrations.

You should use your personal information to register a .EU domain name which information you represent and warrant is current, accurate and complete.

Furthermore, you acknowledge and agree that you are not allowed and you should not attempt to register a .EU domain name unless you have a physical presence in one European Union member state.

Applicable Rules and Policies

You agree to obey, comply with and be bound by any and all applicable laws, regulations and administrative policies promulgated by the European Registry of Internet Domain Names ("EURID" <http://www.eurid.eu>).

Rules and Dispute Resolution by ADR

You agree to obey, comply with and be bound by EURID rules and regulations and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time, including, but not limited to, their dispute policy (<http://www.eurid.eu/en/eu-domain-names/disputes>).

EURID offers an alternative procedure for resolving disputes concerning .EU domain names (<http://www.eurid.eu/en/eu-domain-names/disputes>). When applicable, You acknowledge such procedure and agree that you shall comply with and abide by its terms and conditions.

WHOIS Policy

You agree to obey, comply with and be bound by the EURID Domain Name WHOIS Policy and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time (http://www.eurid.eu/files/whois_en.pdf)

Jurisdiction

For the adjudication of disputes concerning or arising from use of the registered .EU domain name, you agree to submit to the laws of the state of Luxemburg.

.ASIA

Should you seek to register a .ASIA domain name you and the registrant, must also agree to the following terms:

General policies:

You represent and warrant that you meet all the eligibility requirements for .ASIA. You further agree to be bound by any .ASIA registry rules, policies and agreements. The registration guidelines are available here:

<http://www.dotasia.org/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf>

Charter Eligibility Requirement.

You understand the Registered Name Holders are required to comply with the Charter Eligibility Requirement as set forth in the Registry Policies and you declare compliance with such requirement:

<http://www.dotasia.org/draft/DotAsia-Charter-Eligibility--FINALDRAFT-v-1-5.pdf>

Indemnification:

You agree to indemnify, defend and hold harmless to the maximum extent permitted by law the .ASIA Registry Operator, DotAsia Organisation Limited, Registry Services Provider, and their directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use. This indemnification obligation survive the termination or expiration of the registration agreement.

Compliance, rules and policies:

You agree to comply with each of the following additional requirements:

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

Operational standards, policies, procedures, and practices for the .ASIA Registry established from time to time by DotAsia in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent

with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia to Registrar;

Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited ("DotAsia"), the Registry Operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of DotAsia have vested and that DotAsia has relied on its third party beneficiary rights under this Agreement in agreeing to Internet.bs Corp. being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia shall survive any termination or expiration of this Agreement.

You consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by DotAsia and its designees and agents in a manner consistent with relevant mandatory local data protection, laws and privacy;

You accept to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");

You accept to submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP");

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

You acknowledge and agree to comply with the .ASIA Charter Eligibility Requirement, including the following provision: "The Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (CED Contact), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder's legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time.

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

You agree to be bound by the terms and conditions in the initial launch and general operations of the Registry TLD, including without limitation the Start-Up Policies. Where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.

You acknowledge and agree that DotAsia and Registry Services Provider, acting in consent with DotAsia, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate 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 DotAsia as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by DotAsia, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

You accept to submit to proceedings commenced under other dispute policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

.TEL

Should you seek to register a .TEL domain name you and the registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief.

(1) you are aware that registering a .TEL domain name, involves you contracting with the telnic which is the .TEL Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.telnic.org/>.

(2) you are aware that registering a .TEL domain name, requires you to submit at least one communications contact such as a telephone number, an email address, an instant-messaging handle or a web link associated with you.

(3) you agree to comply with all applicable laws, regulations and policies of telnic available on their website at <http://www.telnic.org/>.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

.ORG

Should you seek to register a .ORG domain name you and the registrant, must also agree to the following terms:

Indemnification:

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

.IN

Should you seek to register a .IN domain name you and the registrant, must also agree to the following terms:

Indemnification:

You agree to indemnify, defend and hold harmless the .in Registry Operator, NIXI, INRegistry, 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.

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

(1) neither the registration of the domain name nor the manner in which it is directly or indirectly used, infringes the legal rights of any third party, breaks any applicable laws or regulations, including discrimination on the basis of race, language, sex or religion, is used in bad faith or for any unlawful purpose,

(2) your registered domain name is not contrary to public policy and the content of the website does not violate any Indian Laws.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the dispute policies as decided by the .IN Registry and published at <http://www.registry.in> that are incorporated herein and made a part of this Agreement by reference.