

# DHL PROVIEW

## DHL PROVIEW IS CUSTOMER SERVICE YOU CAN SEE.

DHL ProView brings interactive customer service to you with shipment information that's more visible and automatically delivered. ProView lets you monitor shipments online by account number, Air Waybill number, as well as filter by receiver billed, outbound and more. It can notify you—and anyone you specify—when packages are picked up and delivered. And, best of all, it provides the shipment information you need to keep your customers and colleagues up-to-date and in the loop.

### SHIPMENT STATUS IS ALWAYS AT YOUR FINGERTIPS.

#### Faster access to shipment information

- View shipments by account number, Air Waybill number, event category (picked up, delivered, etc.), outbound, receiver billed, and third-party payer
- Use with all Express-billed account numbers and associated shipments
- View status of inbound Import Express shipments
- View shipments for up to 2,000 account numbers

#### Easy to use

- Registering is simple—just go to [www.dhl.ca](http://www.dhl.ca). Click the “eSolutions” tab, and then select “DHL ProView”
- Register your accounts individually or import them from comma-delimited (.csv) files
- Quickly add/remove accounts and change notification preferences

#### Notification the way you want it

- Receive real-time notification via email or SMS text messaging
- Choose when, how and which notifications are sent and who receives them
- Create notifications by Air Waybill, account, contact and event
- Store unlimited notification contacts
- Receive detailed per-shipment information or helpful summary digests

Try DHL Proview today by visiting [www.dhl.ca](http://www.dhl.ca).

For more information, contact your local DHL Customer Service Representative at 1-800-CALL-DHL.



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**PROVIEW**

**DHL**  
EXPRESS

# DHL EXPRESS WORLDWIDE



Our popular international express door-to-door delivery service, by the end of the next possible business day, is available when you're sending document or non-document shipments anywhere around the world. Reliably fast to more global destinations across a single integrated network than any other express delivery company.

## ONE RELIABLE COMPANY MAKES INTERNATIONAL SHIPPING EASY.

Need to get documents, products, samples or spares to someone fast? Then trust DHL EXPRESS WORLDWIDE to expedite urgent delivery from your door to theirs – virtually anywhere in the world.

When it comes to delivering your company's time sensitive shipment, you can rely on our extensive global express network to enhance your reputation. Our online tracking service keeps you fully informed at every stage of the journey. And if your shipments require customs clearance, you can rely on us to look after every aspect, taking all the hassle away.

Enjoy the convenience and user-friendliness that DHL EXPRESS WORLDWIDE offers. Almost any size and weight.

- Ideal for time-sensitive shipments
- Global coverage
- One simple price for door-to-door delivery
- No hidden costs
- Unparalleled customs expertise
- Online, real-time tracking

ALL THE WAY  EXPRESS

# DHL EXPRESS WORLDWIDE

## One company to keep your business moving.

When you need to get goods or documents delivered quickly, you can rely on DHL EXPRESS WORLDWIDE for overnight delivery to most major cities or – for more distant destinations – by the end of the next possible business day.

- Simply call DHL Express or book your pickup online.
- Reach your customers and colleagues around the world fast with DHL Express – the largest international express air and ground network in the industry.
- One price for door-to-door delivery eliminates hidden costs – avoid unpleasant surprises for your customers and keep your finance team happy.
- If your shipment requires customs clearance, you can relax knowing that DHL Express has more in-house customs experience than any other company – we'll take care of every detail.

## Take advantage of these optional services.

Because every business is different, and every day brings something new, DHL Express offers a variety of value-added services and handling options to suit your needs.

- **Insurance:** Additional financial protection based on the value of the shipment
- **Packaging:** From free-of-charge standard flyers and boxes to premium quality cartons of different shapes and sizes
- **Proof of delivery:** A copy of the signature collected at the time of delivery at no additional charge
- **Billing Services:** Flexible options for the billing of transport charges, duties and taxes among different parties
- **Proactive Tracking Services:** We track your shipment for you from the moment the courier collects it to the time the shipment is delivered and advise you of the full delivery details
- **Non-standard Pickup & Delivery:** After hours service, Saturday and holiday deliveries or vehicles for heavy and bulky shipments

## Your shipments are never out of sight.

Our extensive tracking infrastructure uses sophisticated wireless scanners and database tracking software so you always know the current location of your shipments.

These tracking options are available to you free of charge:

- **Website:** Log on to [www.dhl.com.sg](http://www.dhl.com.sg). Just select tracking and enter the Air Waybill number of the shipments you wish to track.
- **E-mail:** Send an e-mail containing up to ten distinct Air Waybill numbers to [track@dhl.com](mailto:track@dhl.com).
- **SMS tracking:** You can track the progress of single Air Waybill numbers via the text messaging service on your mobile phone. Just send a text message to 76333 at the cost of a local SMS.

## Shipping Tips:

- Standard cut-off times apply and late cut-off times are available – so you have maximum time to prepare your shipment.
- Check size and weight limitations by calling a DHL Customer Service Agent.
- Online shipment processing tools available via your desktop to simplify and speed up the shipping process.
- Call a local Customer Service Agent or go to DHL's online Trade Automation Service at [www.dhl.com/TAS](http://www.dhl.com/TAS) for any questions on customs regulations or paperwork.
- An experienced Customer Service Agent is available 24 hours a day, 7 days a week at CS Hotline 1800-285 8888.



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Valid from January 1st, 2008

ALL THE WAY  EXPRESS

# DHL ECONOMY SELECT

## The simple solution to truly international shipping.

More reliable service for all your shipments – from one company. With day-definite precision for door-to-door shipments (over 10 kg), it's more convenient than standard freight forwarding services and takes only 2–3 days longer than our time-definite services.

And with these features you know your shipment is in safe hands:

- Reliability and convenience of one company from pickup to delivery
- Better cost management and no hidden transport costs with door-to-door pricing
- Simplify administration and paperwork with a single invoice
- If your shipment requires customs clearance, you can relax knowing that DHL Express has more in-house customs experience than any other company – we'll take care of every detail.
- Full end-to-end checkpoint visibility
- Shipper or receiver payment options
- Covered by DHL Express standard liability.

## Take advantage of these optional services.

Because every business is different, and every day brings something new, DHL Express offers a variety of value-added services and handling options to meet your shipping needs.

- **Insurance:** Additional financial protection based on the value of the shipment
- **Packaging:** From free-of-charge standard flyers and boxes to premium quality cartons of different shapes and sizes
- **Non-standard Pickup & Delivery:** After hour service, Saturday and holiday deliveries, or vehicles for heavy and bulky shipments
- **Proof of delivery:** A copy of the signature collected at the time of delivery at no additional charge
- **Remote Area Service:** If you need to send a document or non-document shipment to a remote location, DHL Express will deliver for you.
- **Billing Services:** Flexible options for billing transport charges, duties and taxes amongst different parties


## Your shipments are never out of sight.

Our extensive tracking infrastructure uses sophisticated wireless scanners and database tracking software so you always know the current location of your shipments. These tracking options are available to you free of charge:

- **Website:** Log on to [www.dhl.com](http://www.dhl.com). Just select tracking and enter the air waybill number of the shipments you wish to track.
- **E-mail:** Send an e-mail containing up to ten distinct air waybill numbers to [track@dhl.com](mailto:track@dhl.com).
- **SMS tracking:** You can track the progress of single air waybill numbers via the text messaging service on your mobile phone. Just send a text message to (+44) 7720 334455 at the cost of a local SMS.
- **WAP tracking:** You can also check shipments via any WAP enabled GSM network including new generation mobile phones. Just log on to [wap.dhl.com](http://wap.dhl.com).

## Shipping Tips:

- It's as easy as sending your Express shipments – just tick the box ECONOMY SELECT on the Products and Services section of your air waybill and DHL Express takes care of the rest.
- Standard cut-off times apply and late cut-off times are available.
- Check size and weight limitations by calling DHL Customer Service
- Choose your preferred terms of trade. You can decide who will pay the transport, duties and taxes for your shipment.
- Online shipment processing tools available via your desktop to simplify and speed up the shipping process
- Questions about customs regulations or paperwork? Call local DHL Customer Service or go to DHL's online Trade Automation Service at [www.dhl.com/TAS](http://www.dhl.com/TAS) for any questions on customs regulations or paperwork.
- An experienced Customer Service Advisor is available 24 hours a day, 7 days a week.

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**DHL**  
EXPRESS

# DHL IMPORT EXPRESS WORLDWIDE

## The simple solution to truly international shipping.

Whether you need to import a single shipment or manage a number of global suppliers, we know how to keep it simple.

- Choose the time of delivery and rely on the largest international express network.
- A single account number gives you global reach while simplifying budgeting and cost control.
- If your shipment requires customs clearance, you can relax knowing that DHL Express has more in-house customs experience than any other company – all available through a single point of contact.
- Upfront pricing for door-to-door delivery means no hidden costs or surprises.
- One invoice in your home currency helps avoid currency fluctuations and makes it easier to allocate costs to a customer or department.

## Take advantage of these optional services.

Because every business is different, and every day brings something new, DHL Express offers a variety of value added services and handling options to suit your needs.

- **Insurance:** Additional financial protection based on the value of the shipment
- **Packaging:** From free-of-charge standard envelopes and boxes to premium quality cartons in different shapes and sizes
- **Proof of delivery:** A copy of the signature collected at the time of delivery at no additional charge
- **Billing Services:** Flexible options for billing transport charges, duties and taxes amongst different parties
- **Custom Services:** A range of non-standard import and export clearance and handling services
- **Non-standard Pickup & Delivery:** After hours service, Saturday and holiday deliveries or vehicles for heavy and bulky shipments
- **Remote Area Service:** If you need to send a document or non-document shipment to a remote location, DHL Express will deliver for you.

## Your shipments are never out of sight.


Our extensive tracking infrastructure uses sophisticated wireless scanners and database tracking software so you always know the current location of your shipments.

These tracking options are available to you free of charge:

- **Website:** Log on to [www.dhl.com](http://www.dhl.com). Just select tracking and enter the air waybill number of the shipments you wish to track.
- **E-mail:** Send an e-mail containing up to ten distinct air waybill numbers to [track@dhl.com](mailto:track@dhl.com).
- **SMS tracking:** You can track the progress of single air waybill numbers via the text messaging service on your mobile phone. Just send a text message to (+44) 7720 334455 at the cost of a local SMS.
- **WAP tracking:** You can also check shipments via any WAP enabled GSM network including new generation mobile phones. Just log on to [wap.dhl.com](http://wap.dhl.com).

## Shipping Tips:

- Open an Import Express account in an instant by contacting DHL Customer Service or your Sales Executive.
- Authorize your customers to use your Import Express account by simply sending a standard Routing Order which you can download from [www.dhl.com](http://www.dhl.com)
- DHL Customer Service in the country of origin can assist the sender with all shipping and packaging queries.
- Questions about customs regulations or paperwork? Call local DHL Customer Service or go to DHL's online Trade Automation Service at [www.dhl.com/TAS](http://www.dhl.com/TAS) for any questions on customs regulations or paperwork.
- An experienced Customer Service Advisor is available 24 hours a day, 7 days a week.

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**DHL**  
EXPRESS

[Usernames/Customers #](#)    [Password](#)    **24/7 Sales & Support (480) 505-8877**  
[Create Account](#) | [Forgot Password](#) | [Sign Out](#)    [Deals of the Day](#)    [USD](#)    [empty](#)  
[HOME](#)    [Domain Auctions](#)    [Marketplace](#)    [Support & Community](#)    [Media](#)    [Bob's Video Blog](#)    [My Account](#)  
[Domains](#)    [Hosting](#)    [Email](#)    [Site Builders](#)    [Business](#)    [SSL Certificates](#)    [Resellers](#)    [WHOIS Domain Check](#)

Show All My Products

### MYDHL.COM

Check to add these alternate MYDHL domain names.

Select All

<input type="checkbox"/> .US \$9.99/yr SAVE!	<input type="checkbox"/> .WS \$14.99/yr	<input type="checkbox"/> .CC \$19.99/yr	
Check to add these similar MYDHL.COM domain names.			
<input type="checkbox"/> THEMYPDHL.COM \$10.69*/yr	<input type="checkbox"/> MYMYDHL.COM \$10.69*/yr	<input type="checkbox"/> NEWMYDHL.COM \$10.69*/yr	Select All
<input type="checkbox"/> FREEMYDHL.COM \$10.69*/yr	<input type="checkbox"/> BESTMYDHL.COM \$10.69*/yr	<input type="checkbox"/> MYDHL.S.COM \$10.69*/yr	
<input type="checkbox"/> SMYDHL.COM \$10.69*/yr	<input type="checkbox"/> MYDHL.SITE.COM \$10.69*/yr	<input type="checkbox"/> SITEMYDHL.COM \$10.69*/yr	
<input type="checkbox"/> ONLINEMYDHL.COM \$10.69*/yr	<input type="checkbox"/> MYDHLSTORE.COM \$10.69*/yr	<input type="checkbox"/> STOREMYDHL.COM \$10.69*/yr	Select All
Check to add these Premium domain names.			
<input type="checkbox"/> DhlCanada.com \$480.00	<input type="checkbox"/> UaMy.com \$4,888.00	<input type="checkbox"/> MyUz.com \$4,888.00	
<input type="checkbox"/> Laal.com \$11,400.00	<input type="checkbox"/> LACF.com \$4,788.00	<input type="checkbox"/> Lach.com \$21,200.00	

**ADD TO CART**

\*Plus ICANN fee of \$0.18 per domain name year  
\*\* CA domain names will be registered through Go Daddy Domains Canada, Inc., a CIRA certified registrar.

**YOU can negotiate anything. 6 quick tips for doing it right. Plus ... a Smoking Hot Blonde!**  
 "Bob, you are a marketing genius..." - John

**\$1.99\* DOMAINS**

No quantity limit! With every new, non-domain product you buy\*\*

The data contained in GoDaddy.com, Inc.'s WHOIS database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:  
 Eric White  
 108 N 2ND ST  
 Wrightsville, Pennsylvania 17368  
 United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)  
 Domain Name: MYDHL.COM  
 Created on: 07-Oct-02  
 Expires on: 06-Oct-10  
 Last Updated on: 07-Oct-09

Administrative Contact:  
 White, Eric [ejwhite@inetconnect.com](mailto:ejwhite@inetconnect.com)  
 108 N 2ND ST  
 Wrightsville, Pennsylvania 17368  
 United States  
 +0.7174173344 Fax -- +0.7174173344

Technical Contact:  
 White, Eric [ejwhite@inetconnect.com](mailto:ejwhite@inetconnect.com)  
 108 N 2ND ST  
 Wrightsville, Pennsylvania 17368  
 United States  
 +0.7174173344 Fax -- +0.7174173344

Domain servers in listed order:  
 CPNS01.SECURESERVER.NET  
 CPNS02.SECURESERVER.NET

Registry Status: clientDeleteProhibited  
 Registry Status: clientRenewProhibited  
 Registry Status: clientTransferProhibited  
 Registry Status: clientUpdateProhibited

See Underlying Registry Data  
Report Invalid Whois

**Interested in this domain name?**  
 Let our Domain Buy Service help you get it.

**\$1.99 Domain Names**  
 Register a domain name for only \$1.99 with each new, non-domain product.

**World-Class Web Hosting**  
 Fast, secure, reliable hosting featuring 99.9% uptime, free setup, 24/7 support & more!

**Safe, Personalized Email**  
 Get an easy-to-remember email address with built-in Fraud, Spam & Virus Protection.

Sign up for special offers:

[Account Manager](#)    [Shopping](#)    [Resources](#)    [Help and Support](#)    [About GoDaddy](#)

## **GO DADDY DOMAIN NAME REGISTRATION AGREEMENT**

This Domain Name Registration Agreement ("Agreement") is by and between GoDaddy.com, Inc. a/an Arizona corporation or in the event of a .ca domain name, by and between Go Daddy Domains Canada, Inc., a Canadian corporation, collectively ("Go Daddy") and you, your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of Go Daddy's Domain Name Registration and represents the entire agreement between You and Go Daddy. By participating in this transaction, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, including our dispute policy and the ICANN Transfer Dispute Resolution Policy along with any new, different or additional terms, conditions or policies, including the Universal Terms of Service which Go Daddy may establish from time to time. Such Agreements may be found here.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with Go Daddy, whether or not the transactions were in Your behalf. You acknowledge that Go Daddy's acceptance of any application made by You for services provided by Go Daddy will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices located in Scottsdale, Arizona, USA.

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

### **1. FEES**

In consideration for the services and products ("service") purchased by You and provided to You by Go Daddy, You agree to pay Go Daddy at the time service is provided. Payment is to be made by You by providing one of the following: a valid credit card, an online check, PayPal, GoDaddy Gift Card, "Good As Gold" (collectively, the "Payment Method"). Personal checks and money orders must be for payments of \$100 or more, and issued in U.S. dollars for the full amount required at that time. All money orders will be delayed ten (10) days until the money is credited, which may delay Your usage of the product or service, and any money order that does not clear will result in a \$25 processing fee. Personal checks under \$1,000 are subject to the same processing fees as wire transfers. All personal checks will be delayed fourteen (14) days until the money is credited, which may delay Your usage of the product or service, and any check that bounces will result in a \$25 bounced check fee. If You purchase an automatically renewing service or product by personal check, it is Your responsibility to make payment arrangements for each renewal payment. You understand that ICANN requires Go Daddy to collect a small registration fee when You purchase Your domain name registration. You agree to pay such fees. Payments are non-refundable. If for any reason Go Daddy is unable to charge Your Payment Method for the full amount owed Go Daddy for the service provided, or if Go Daddy is charged a penalty for any fee it previously charged to Your Payment Method, You agree that Go Daddy may pursue all available remedies in order to obtain payment. You agree that among the remedies Go Daddy may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any domain names registered or renewed on Your behalf. Go Daddy reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular

services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change Your Payment Method at any time by logging into Your Account Manager and selecting Credit Card and Payment Information.

### **Domain Name Renewals**

When You register a domain name, automatic renewal is the default setting, which You must deactivate if You do not want Your domain name(s) to be automatically renewed. For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, .co.uk, .me.uk, .org.uk, and .vg) renewal billing will occur on the first day of the month prior to the month of expiration. Unless You disable the automatic renewal option, Go Daddy will automatically renew, for a period equivalent to the length of Your original registration, any domain name that is up for renewal and will take payment from the Payment Method You have on file with Go Daddy, at Go Daddy's then current rates. Thus, if you have chosen to register your domain name for one (1) year, Go Daddy will automatically renew it for one (1) year. If You have chosen to register Your domain name for two (2) years, Go Daddy will automatically renew it for two (2) years, and so on. Domain name renewals will be non-refundable. If for any reason Go Daddy is not able to take the payment from the Payment Method You have on file, and You fail to respond to our notices, Your domain name registration will expire. It is Your responsibility to keep Your Payment Method information current, which includes the expiration date if you are using a credit card. If You do not elect that the domain name be automatically renewed, You have the responsibility of logging into the Domain Manager portion of your Account Manager for that domain name and manually implementing the renewal by the expiration date (should You in fact want the domain name to be renewed). If You fail to manually implement the renewal before the expiration date, the domain name will be cancelled and You will no longer have use of that name.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, .co.uk, .me.uk, .org.uk, and .vg) You must renew no later than the 20th of the month prior to the expiration date, or Your domain name will be placed on non-renewal status. When the domain name is in non-renewal status, You can renew the domain name only by calling Go Daddy and requesting that the domain name be renewed. You cannot renew the domain name through your Account Manager. If You fail to manually implement the renewal before the expiration date, the domain name will be cancelled and You will no longer have use of that name.

You agree that Go Daddy will not be responsible for cancelled domain names that You fail to renew, either automatically or manually in the timeframes indicated in this Agreement. In any case, if You fail to renew Your domain name in a timely fashion, additional charges may apply. If You signed up for domain masking, domain forwarding, or any other similar service, with Your domain registration, these services will be automatically renewed when Your domain registration is up for renewal, and You will incur the applicable additional renewal fee unless You cancel in advance.

If You fail to renew Your domain name in the timeframes indicated in this Agreement, You agree that Go Daddy may, at its sole discretion, renew Your expired domain name on Your behalf. If Go Daddy decides to renew Your expired domain name on Your behalf, You will have a Renewal Grace Period during which You may reimburse Go Daddy for the renewal and keep Your domain name. The Renewal Grace Period is currently twelve (12) days but subject to change under the terms of Section 2 of this Agreement. For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, .co.uk, .me.uk, .org.uk, and .vg) there is no Renewal Grace Period after the expiration date of the domain. If You do not reimburse Go Daddy for the renewal during the Renewal Grace Period Your



domain name will be placed on Hold and flagged for deletion after which You will have a 30-day redemption period during which You may pay Go Daddy a Redemption fee and redeem Your domain name. The Redemption fee is currently \$80 USD and is subject to change under the terms of Section 2 of this Agreement. If You do not redeem Your domain name prior to the end of the 30-day redemption period Go Daddy may, at its sole discretion, delete Your domain name or transfer it to another registrant on Your behalf.

If Your domain is deleted, the Registry also provides a 30-day Redemption Grace Period during which You may pay Go Daddy a redemption fee and redeem Your domain name. The redemption fee is currently \$80 USD and is subject to change under the terms of Section 2 of this Agreement. If You do not redeem Your domain name prior to the end of the Registry's Redemption Grace Period the Registry will release Your name and it will become available for registration on a first-come-first-served basis.

Renewal Grace Periods and Redemption Grace Periods vary for different ccTLDs. Please refer to the specific terms for the applicable TLD. In the event of a conflict between this paragraph and the ccTLD terms, the ccTLD terms shall control.

## **2. TERM OF AGREEMENT; MODIFICATIONS**

The term of this Agreement shall continue in full force and effect as long as You have any domain name registered through Go Daddy. You agree that You will not transfer any domain name registered through Go Daddy to another domain name registrar during the first sixty (60) days from its initial registration date. You further agree that Go Daddy may charge You a small fee if You cancel Your domain within the five (5) day grace period after registering Your domain with Go Daddy and Go Daddy refunds the price of Your domain. Go Daddy will not charge You a fee if Go Daddy cancels Your domain name during this period because of fraud. Provided, however, the five (5) day grace period does not apply to Premium Domains, which are non-refundable.

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

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

## **3. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION**

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

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

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

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

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

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

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, You hereby grant to us the right to disclose to third parties through an interactive publicly accessible registration database the following information that You are required to provide when applying for a domain name:

- i. the domain or sub-domain name(s) registered by You;
- ii. Your organization name, type and postal address;
- iii. the name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for Your domain or sub-domain name(s);
- iv. the full hostnames and Internet protocol (IP) addresses of at least two (2) nameserver hosts (one primary and at least one secondary) for Your domain or subdomain. Up to six (6) nameservers may be specified. If a host has more than one (1) IP address, use a comma-separated list;
- v. the corresponding names of those nameservers;
- vi. the original creation date of the registration; and
- vii. the expiration date of the registration.

We may be required to make this information available in bulk form to third parties. We may also transfer or assign this information to CIRA or such other third party as we may decide, in our sole discretion.

#### 4. DISPUTE RESOLUTION POLICY

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

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

#### 5. TRANSFER OF DOMAIN NAMES; RESALE PRACTICES

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

In the event You are purchasing a domain name on behalf of a third party, You agree to inform any customer of Yours, who may be acquiring a domain name through You using Go Daddy's registration services, that they are in fact registering their domain name through Go Daddy and that Go Daddy is an accredited registrar with ICANN. You agree not to represent that You are an ICANN accredited registrar or that You are in any way providing superior access to the ICANN Domain Name Registry. You also agree not to use the ICANN trademark logo in any of Your promotional materials including Your web site.

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

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

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

For .ca domain names, You may not transfer .ca domains to us.

## **6. SUSPENSION OF SERVICES; BREACH OF AGREEMENT**

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

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

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

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

## **7. RESTRICTION OF SERVICES; RIGHT OF REFUSAL**

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

- The transmission of unsolicited email (Spam); and
- Repetitive, high volume inquires into any of the services provided by Go Daddy (i.e. domain name availability, etc.).

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

domain name from its DNS system if Go Daddy deems it is the recipient of activities caused by Your site that threaten the stability of its network.

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

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

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

## **8. PARKED PAGE SERVICE**

The Parked Page Service, includes, but is not limited to, the parking of pages on Go Daddy nameservers, and Starter/For Sale web pages (all parked pages, collectively, the "Parked Page"). For every domain name registered, Go Daddy will provide the Parked Page service free to its customers. Go Daddy will provide You with these services as long as You abide by the terms and conditions set forth herein and in each of Go Daddy's policies and procedures found here.

If You are using Go Daddy's Parked Page services, You agree that Go Daddy may point the domain name or DNS to one of Go Daddy's or Go Daddy's affiliates web pages, and that they may place advertising on Your web page and Go Daddy specifically reserves this right. Go Daddy also reserves the right to collect and retain all revenue obtained from such advertising. You may terminate Your use of the Parked Page service at any time through Your online account manager.

If You are using Go Daddy's Parked Page service, You are responsible for ensuring that any content placed on Your Parked Page by You or anyone on Your behalf conforms to all local, state, federal, and international laws. Further, You are responsible for ensuring the legal copyright to any images, text, or other web site elements not provided by Go Daddy. In order to use Go Daddy's Parked Page service, You must have a domain name registered with Go Daddy. Go Daddy is not responsible for making back-up copies of Your web site; this is solely Your responsibility. You agree that Go Daddy may place advertising on Your Parked Page and Go Daddy specifically reserves this right. Go Daddy also reserves the right to collect and retain all revenue obtained from such advertising.

Go Daddy provides its Parked Page services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such

services. Further, the services provided, including, but not limited to, the advertisements, shall be based upon the content of Your web site and may include, but are not limited to, advertisements of Your competitors. Go Daddy explicitly reserves the right and sole discretion to:

- i. Censor any web site hosted on its Parked Page servers that, in Go Daddy's sole discretion, is deemed inappropriate;
- ii. Review every Parked Page for excessive space and bandwidth utilization disrupting the normal use of the system or consuming excessive amounts of memory or CPU and to terminate or apply additional fees to those accounts exceeding allowed levels;
- iii. Modify its pricing through email notification;
- iv. Terminate Your Parked Page service for unsolicited, commercial e-mailing (i.e., Spam), using internal or external mail servers, illegal access to other computers or networks (i.e., hacking), distribution of Internet viruses or similar destructive activities, non-payment of any fees hereafter charged for using Go Daddy's Parked Page Service, and any other activities, whether lawful or unlawful, that Go Daddy determines to be harmful to its other customers, operations, or reputation;
- v. Terminate Your Parked Page service if the contents of Your Parked Page result in, or are the subject of, legal action or threatened legal action, against You and/or Go Daddy or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit; and
- vi. Terminate Your Parked Page service if You violate, or potentially violate, or are alleged to have violated, any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, business or personal dispute or argument, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

You agree to indemnify and hold Go Daddy harmless for any harm or damages arising out of Your use of Go Daddy's Parked Page services, including, but not limited to, any actions Go Daddy chooses to take to remedy Your improper or illegal use of a Parked Page hosted by Go Daddy.

## **9. PROVISIONS SPECIFIC TO ALL REGISTRATIONS**

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

## **10. PROVISIONS SPECIFIC TO .BIZ REGISTRATIONS**

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

### **.BIZ Restrictions**

Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .BIZ Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain 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.

#### **.BIZ Certification**

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**

Go Daddy 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 Go Daddy and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. Go Daddy 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.

### **11. PROVISIONS SPECIFIC TO .COM AND .NET REGISTRATIONS**

#### **Indemnification**

You agree to indemnify, defend and hold harmless the .COM and NET Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable



legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

## 12. PROVISIONS SPECIFIC TO .INFO REGISTRATIONS

### Indemnification

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:

- i. 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;
- ii. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP");
- iii. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and
- iv. 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.

## 13. PROVISIONS SPECIFIC TO .JOBS REGISTRATIONS

If You are registering a .JOBS domain name You also:

- i. Agree to provide information regarding membership in a Human Resource Association, and the identity of any such association;
- ii. Agree to provide the URL of Your existing company website;
- iii. Acknowledge that You have read, understood and agree to be bound by the .JOBS Registry-Registrant agreement as amended from time to time, located here;
- iv. Warrant that You meet the eligibility requirements as provided by the Registry and as modified from time to time, and to abide by the .JOBS Usage Policy and Terms and Conditions as amended from time to time and stated here;
- v. Agree to abide by the SHRM code of professional ethics as stated here;
- vi. Agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, shareholders, 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 Your domain name registration. This indemnification obligation shall survive the termination or expiration of this Agreement; and
- vii. Further acknowledge and agree that the Registry Operator is an intended third party beneficiary of this Agreement, with a right to enforce the terms and provisions contained herein.

#### 14. PROVISIONS SPECIFIC TO .MOBI 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 Go Daddy 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 Go Daddy 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.

## **15. PROVISIONS SPECIFIC TO .NAME REGISTRATIONS**

### **Eligibility Requirements - Dispute Resolution**

You represent and warrant that the name You are registering is Your legal, personal name, or that You own the intellectual property rights to that name. If at any time it is discovered that it is not Your legal personal name, or Your intellectual property, the .NAME Registry Operator, Global Name Registry (GNR) and Go Daddy reserve the right to cancel Your registration without refund, or transfer it to another party. In addition to the above You agree to be bound by the provisions of the entire Eligibility Requirements Dispute Resolution Policy.

### **Consent - Defensive Registration**

A Defensive Registration is a registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the name You wish to register is subject to a Defensive Registration, You have three (3) options: (i) You may register a variation of the name, (ii) You may challenge the Defensive Registration under the Eligibility Requirements Dispute Resolution Policy ("ERDRP"), or (iii) You may request Consent from the Defensive Registrant. You can request Consent by contacting the Defensive Registrant listed in the GNR Whois database and requesting consent to register

the .NAME domain. If the Defensive Registrant grants consent, they must confirm in writing that they grant consent. If the Defensive Registrant does not grant consent, You may wish to challenge the Defensive Registration under the ERDRP. The policy is available online.

#### **Acceptable Use Policy**

You agree to be bound by GNR's Acceptable Use Policy. Among other limitations, this policy prohibits You from using Your .NAME Email to engage in Spamming activities. You will be limited to a maximum of five hundred (500) messages sent from Your .NAME at a time.

#### **Waiver of Liability**

You agree that GNR and Go Daddy will have no liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, the ability or inability to obtain a domain name or email address registration using these processes; or (ii) any dispute over any domain name or email address registration, including the decision of any dispute resolution proceeding related to any of the foregoing.

#### **Indemnification**

You agree to indemnify, defend and hold harmless GNR, 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 Item Holder's registration. You agree that this indemnification obligation shall survive the termination or expiration of this Agreement.

### **16. PROVISIONS SPECIFIC TO .ORG REGISTRATIONS**

#### **Indemnification**

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

### **17. PROVISIONS SPECIFIC TO .US REGISTRATIONS**

You agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein. These policies may prohibit You from changing, transferring, or assigning the name You have submitted as Registrant.

The Registrant certifies that it meets the following Nexus Requirements to qualify to register to use a .US domain name.

#### **A. Registrants must be either:**

- i. A natural person (a) who is a United States citizen, (b) who is a permanent resident of the United States of America or any of its possessions or territories, or (c) whose primary place of domicile is in the United States of America or any of its possessions, or;
- ii. An entity or organization that is (a) incorporated within one of the fifty (50)

U.S. states, the district of Columbia, or any of the United States possessions or territories or (b) 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 (including a federal, state, or local government of the United States, or a political subdivision thereof, and non-commercial organizations based in the United States), or;

- iii. A foreign entity or organization that has a bona fide presence in the United States of America or any of its possession or territories that also (i) regularly engages in lawful activities (sales of goods or services or other business, commercial or non-commercial including not-for-profit activities) in the United States, or (ii) maintains an office or other property within the United States.

**B. The name servers listed for all .US domain names must be based within the United States of America or any of its possessions or territories.**

Registrant further certifies that Go Daddy has requested specific information regarding how the Registrant meets the Nexus requirement and that Registrant has willingly volunteered such information. Registrant understands and agrees that such information will be verified and will be shared with the .US Registry.

Registrant understands and agrees that if such information cannot be verified, or if Registrant fails to continue to abide by the Nexus Requirements, the registered domain name shall be subject to immediate cancellation.

**Indemnification**

You agree to indemnify and hold harmless the .US Registry Operator, NeuStar, 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 the Registrant's (i) .US domain name registration and (ii) use of any .US registered domain name.

**.US Registration Restrictions**

You understand and agree that when You register one of these domains, that You are prohibited from using any profanity in the domain name, pursuant to the .US policy available online. The definition of profanity can be found in the Supreme Court decision, FCC v. Pacifica Foundation, made famous by George Carlin.

Further, You acknowledge and agree that You are not permitted to purchase private or proxy .US registrations. You shall register for any and all .US registrations using Your personal information, which information You represent and warrant is current, accurate and complete.

**18. PROVISIONS SPECIFIC TO .WS (WEBSITE) REGISTRATIONS**

**Indemnification**

You agree to indemnify, defend and hold harmless the .WS Registry Operator, Global Domains International, 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.

You agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration policies for this ccTLD are available online and are incorporated herein.

## **19. PROVISIONS SPECIFIC TO ONE-YEAR .BIZ, .INFO, AND .US REGISTRATIONS**

If You are registering a .INFO or .BIZ or .US domain name and You elect to take advantage of special pricing applicable to one-year registrations, Go Daddy will automatically renew Your domain for an additional one-year period at the end of the first year term by taking payment from the Payment Method You have on file, unless You notify Go Daddy that You do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to Your domain name expiration date. In the event You decide not to renew Your one-year .info or .biz or .us domain name for a second year, Your domain name registration will automatically revert back to Go Daddy and Go Daddy will gain full rights of registration to such domain name.

You agree that if You delete or Transfer Your .INFO or .BIZ or .US domain name during the first year, You will automatically be charged the second year renewal fees.

## **20. OTHER COUNTRY CODE TOP LEVEL DOMAINS**

You represent and warrant that You meet the eligibility requirements of each country code top level domain ("ccTLD") You apply for. You further agree to be bound by any registry rules, policies, and agreements for that particular ccTLD. These may include, but are not limited to, agreeing to indemnify the ccTLD provider, limiting the liability of the ccTLD provider, and requirements that any disputes be resolved under that particular country's laws.

## **21. PROVISIONS SPECIFIC TO .AG REGISTRATIONS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

## **22. PROVISIONS SPECIFIC TO .AM REGISTRATIONS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

## **23. PROVISIONS SPECIFIC TO .ASIA REGISTRATIONS**

You represent and warrant that You meet all the eligibility requirements of this TLD. You further agree to be bound by any registry rules, policies and agreements for this TLD. The registration guidelines for this TLD are available here and are incorporated herein.

You consent to the use, copying, distribution, publication, modification and other processing of Your personal information by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar agreement and with relevant mandatory local data protection laws and privacy.

You agree to correct and update the registration information for the domain name immediately during the registration term for the domain name.

You agree to comply with those ICANN requirements, standards, policies, procedures and practices for which DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.

You agree to comply with all the operational standards, policies, procedures and practices

for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited ("Registry Policies"). You acknowledge that Registry Policies are applicable to all registrars and domain name registrants. Any changes to the Registry Policies by the DotAsia Organisation Limited that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia Organisation Limited to Registrar.

You agree to be bound by the terms and conditions as set down by DotAsia Organisation Limited during the initial launch and the general operations of the .ASIA TLD, including without limitation its 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 agree to submit to the proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP").

You agree to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia Organisation Limited 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 rights holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

You acknowledge and agree to comply with the .ASIA Charter Eligibility Requirement.

You, acting as Registrant Contact, represent and warrant that You have made known to the Charter Eligibility Declaration Contact (the "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 domain name in the event of a dispute or a challenge over Your legal entitlement to or the ownership of the domain 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.

You, acting as Registrant Contact, agree that it has obtained an agreement from the CED Contact that You shall remain the Operating Contact for all operations of the domain name, including but not limited to domain transfer and updates.

You agree to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator DotAsia Organisation Limited and its director, 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.

Notwithstanding the other provisions in this Agreement, You agree that this indemnification obligation shall survive the termination or expiration of this Agreement.

You acknowledge and agree that DotAsia Organisation Limited and Go Daddy, acting in consent with DotAsia Organisation Limited, 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 Organisation Limited, 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 Organisation Limited, Go Daddy or any registrar in connection with a domain name registration. DotAsia

Organisation Limited also reserves the right to freeze a domain name such as placing a domain name on hold, lock or other status during the resolution of a dispute.

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

You acknowledge and agree that the submitting of a "Sunrise or General Pre-registration Application" does not ensure that a domain name shall be successfully awarded or registered. In the event that an application does not result in a successful registration, the registration fee shall be refunded. In the case of a "Sunrise Application" where an application fee was collected, that fee shall not be refunded.

You acknowledge that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.

#### **24. PROVISIONS SPECIFIC TO .AT REGISTRATIONS**

You understand and agree that in order to register these domains, a pre-registration DNS validation check is required by the Registry. You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available here and are incorporated herein.

#### **25. PROVISIONS SPECIFIC TO .BE REGISTRATIONS**

You understand and agree that in order to register these domains, a pre-registration DNS validation check is required by the Registry. You agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

#### **26. PROVISIONS SPECIFIC TO .BZ REGISTRATIONS**

You agree to be bound by current future .BZ registry policies as detailed or linked to on the .bz website, located here.

You acknowledge and agree that the .BZ registry reserves the right to instruct its registry services provider to deny, cancel, transfer or otherwise make unavailable 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 the .BZ Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of this Agreement; or (5) to correct mistakes made by the .BZ registry or any registrar in connection with a domain name registration. The .BZ registry also reserves the right to place on LOCK, HOLD or other similar status any domain name during resolution of a dispute.

#### **27. PROVISIONS SPECIFIC TO .CA REGISTRATIONS**

a. CIRA may, at its option, extend any period for the registration of a Domain Name at no charge to the Registrar or You for such further period of time as CIRA may determine, in its sole discretion;



b. You acknowledge and agree that CIRA shall not be liable to You for any loss, damage, or expense arising out of CIRA's failure or refusal to register a Domain Name, CIRA's failure or refusal to renew a Domain Name Registration, CIRA's registration of a Domain Name, CIRA's renewal of a Domain Name Registration, CIRA's failure or refusal to transfer a Domain Name Registration, CIRA's transfer of a Domain Name Registration, CIRA's failure or refusal to maintain or modify a Domain Name Registration, CIRA's maintenance of a Domain Name Registration, CIRA's modification of a Domain Name Registration, CIRA's failure to cancel a Domain Name Registration, CIRA's cancellation of a Domain Name Registration from the Registry, the loss of Membership in CIRA resulting from CIRA's cancellation of a Domain Name Registration from the Registry or from a Member's failure to comply with the Registry PRP, or CIRA's refusal to admit an applicant as a Member;

c. In no event shall You pursue any Claim against CIRA and in no event shall CIRA be liable for any direct, indirect, special, punitive, exemplary or consequential damages including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue, or third party damages or arising from any breach by the Registrar of its obligations under any agreement between the Registrar and a Registrant or the Registrar Agreement between CIRA and the Registrar;

d. Registration of Your selected Domain Name in its first application to CIRA shall not be effective until You have entered into and agreed to be bound by CIRA's Registrant Agreement;

e. The Registrar shall immediately give notice to You in the event that the Registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated, or the Registrar Agreement between CIRA and the Registrar is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to the Registrants thereof;

f. In the event that the Registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated or in the event the Registrar Agreement between CIRA and the Registrar is terminated or expires, You shall be responsible for changing its Registrar of Record to a new CIRA Certified Registrar within thirty (30) days of the earlier of notice thereof being given to You by (i) the Registrar or (ii) CIRA in accordance with CIRA's then current Registry PRP; provided, however, that if any of the Registrant's Domain Name Registration(s) is scheduled to expire within thirty (30) days of the giving of such notice, then You shall have thirty (30) days from the anniversary date of the registration(s), to register with a new CIRA certified registrar and to renew such Domain Name Registration(s) in accordance with the Registry PRP;

g. You acknowledge and agree that, should there be insufficient funds prepaid by the Registrar in the CIRA Deposit Account to be applied in payment of any Fees, CIRA may in its sole discretion stop accepting applications for Domain Name Registrations from the Registrar, stop effecting registrations of Domain Names and transfers, renewals, modifications, and cancellations of Domain Name Registrations requested by the Registrar and stop performing other billable transactions requested by the Registrar not paid in full and CIRA may terminate the Registrar Agreement between CIRA and the Registrar;

h. You shall not, directly or indirectly, through registration or use of its Domain Name or otherwise: (i) violate or contribute to the violation of the intellectual property rights or other rights of any other Person; ii. defame or contribute to the defamation of any other Person; or (ii) unlawfully discriminate or contribute to the unlawful discrimination of any other Person;

i. You agree that CIRA shall not be responsible for the use of any Domain Name in the Registry and that CIRA shall not be responsible in any way whatsoever for any conflict or dispute with or any actual or threatened Claim against a Registrar or You, including one

relating to a registered or unregistered trade-mark, a corporate, business, or other trade-name, rights relating to a name or other identifying indicia of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other Person;

j. CIRA shall have the right, at any time and from time to time, acting reasonably, to amend the Registrar Agreement between CIRA and the Registrar, and any or all of the Registry PRP and to adopt new Registry PRP not yet in effect. Any such amendment will be binding and effective on the Registrar thirty (30) days after ICRA gives notice of such amendment by email to the Registrar. The Registrar and You agree to promptly amend the agreement between the Registrar and You to reflect any amendments to Section 4.2 of the Registrar Agreement between CIRA and the Registrar;

k. You acknowledge and agree that registration of a Domain Name does not create any proprietary right for You, the Registrar, or any other Person in the name used as a Domain Name or the Domain Name Registration and that the entry of a Domain Name in the Registry or in the WHOIS shall not be construed as evidence or ownership of the Domain Name registered as a Domain Name. You shall not in any way transfer or purport to transfer a proprietary right in any Domain Name Registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a Domain Name Registration;

l. You further acknowledge and agree that the Registrar may make changes to the Administrative Contact details at any time without having to comply with the change of critical information approval process (as set out in the applicable Registry PRP), provided You have granted Your Registrar the authority to do so and has not revoked said authority. If You have two (2) or more Registrars, only one (1) of Your Registrars may be granted said authority. You may at any time revoke said authority or provide said authority to another of Your Registrars;

m. You acknowledge and agree that Your Registrar may, in accordance with the applicable Registry PRP, cancel Your Domain Name Registrations within seven (7) days of Activation and cancel the renewal of Your Domain Name Registration provided that the renewal term has not yet commenced.

## **28. PROVISIONS SPECIFIC TO .CC REGISTRATIONS**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available here and are incorporated herein.

### **Indemnification**

You agree to indemnify, defend and hold harmless the .CC 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 holders domain name registration.

## **29. PROVISIONS SPECIFIC TO .CN REGISTRATIONS**

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

### **Limitations on Registration**

You may not register or use a domain name that is deemed by China Internet Network Information Center ("CNNIC") to:

- i. Be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC");
- ii. Jeopardize national security, leak state secrets, intend to overturn the government, or disrupt the state of integrity of the PRC;
- iii. Harm national honor and national interests of the PRC;
- iv. Instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;
- v. Violate the PRC's religion policies or propagate cult and feudal superstition;
- vi. Spread rumors, disturb public order or disrupt social stability of the PRC;
- vii. Spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
- viii. Insult, libel against others and infringe other people's legal rights and interests in the PRC; or
- ix. Take any other action prohibited in laws, rules and administrative regulations of the PRC.

#### **Restrictions on Transfer of cnTLD Domain Names**

You understand that You may not transfer to or from a domain registrar that is headquartered or controlled by an entity located inside China.

#### **Jurisdiction**

For the adjudication of disputes concerning or arising from use of the registered .cn Domain Name, You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile state, (2) Arizona, and (3) the People's Republic of China.

#### **Suspension of Service:**

You agree that Your registration of the .cnTLD domain name shall be subject to suspension, cancellation, or transfer pursuant to any NeuLevel or CNNIC adopted specification or policy.

#### **Compliance with CNNIC Dispute Resolution Policy**

You agree to obey, comply with and be bound by the CNNIC Dispute Resolution Policy and any and all updates, revisions and modifications, which may be made by CNNIC from time to time. The CNNIC Dispute Resolution Policy may be currently accessed here.

#### **Right to Accept Notice**

You give Go Daddy the right to accept written complaints from third parties against false and/or inaccurate Whois data and You agree to follow any procedural regulation that may exist between the .CN registry operator, currently NeuLevel Inc. and Go Daddy.

#### **Indemnification**

You agree to indemnify, defend and hold harmless the .CN 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 this Agreement.

**.CN Registration Restrictions**

You acknowledge and agree that You are not permitted to purchase private or proxy .CN registrations. You shall register for any and all .CN registrations using Your personal information, which information You represent and warrant is current, accurate and complete.

**30. PROVISIONS SPECIFIC TO .DE REGISTRATIONS**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

**.DE Registration Restrictions**

You represent and warrant that You or Your administrative contact has a German address, which cannot be a P.O. Box. You may not use the names of other top-level domains (e.g. .ARPA, .COM, .EDU, .GOV, .INT, .NET, .NATO, .MIL, .ORG and all country-related TLDs) or German automobile identification numbers as domain names.

**.DE Local Presence Service**

If You do not provide an administrative contact ("Admin-C") with a German address, then You shall be subject to the local presence service terms and conditions, which are part of the registration guidelines for this ccTLD. You also agree to the following:

- i. Go Daddy and You hereby request and authorize Key-Systems to list an individual designated by Key-Systems as Admin-C for the requested DENIC domain(s). Neither Key-Systems nor the Admin-C are required to monitor the legality of the domain name use including, not limited to, contents and services offered;
- ii. Go Daddy and You acknowledge and agree that Key-Systems and/or the Admin-C may, without any liability to You or any third-party, take such steps as in the opinion of Key-Systems and/or the Admin-C are necessary in order to (a) limit Key-System's and/or the designated Admin-C's liability related to, directly or indirectly, the DENIC domain(s); (b) comply with any laws, regulations or other legal requirements; and/or (c) address any letter, causes of action, suits, proceeding, complaints, cease and desist orders and demands of any kind or any other inquiry from DENIC or any other third party related to the DENIC domain(s). Such actions may include, but are not limited to, (a) disabling the website pending resolution of the conflict and/or redirecting the DENIC domains to a blank page or placeholder; (b) cancelling the registration of the DENIC domain name(s); (c) ceasing administration of the domain name and placing it in a transit state; (d) removing or replacing the Admin-C from or in the Whois record, (e) redirecting the DENIC domain(s) to an alternate IP address; (f) allowing the registration of the DENIC domain to lapse; (g) transferring the registration to an individual or entity which is awarded the registration through any court proceeding, arbitration, or by DENIC; (h) settling any and all third party, whether threatened or made, arising out of Your use of the DENIC domain names; and/or (i) terminating the Local Presence Service. Go Daddy and You undertake to respond in writing to requests by Verisign and/or the Admin-C immediately within time limits set by Key-Systems and/or the Admin-C. Unless a different response deadline is requested in writing by Key-Systems and/or the Admin-C, Go Daddy and You agree to respond in writing to such requests within forty-eight (48) hours. Correspondence sent to Go Daddy or You shall be regarded as delivered. Key-Systems or the Admin-C may, at its own discretion, request a security for its expenses which may occur in case a third party alleges that the use of the

domain name is an infringement of laws. The amount of security will be determined at the Admin-C discretion in accordance with the Court Costs (GKG) and the Attorney's Remuneration Act (RVG). The security must be paid in cash or guaranteed by a major German bank or savings bank (Sparkasse) within the time limit set by Key-Systems and/or the Admin-C.

- iii. GO DADDY AND YOU ACKNOWLEDGE AND AGREE THAT KEY-SYSTEMS AND THE ADMIN-C SHALL HAVE NO LIABILITY TO YOU, GO DADDY OR ANY THIRD-PARTY RELATED TO, DIRECTLY OR INDIRECTLY, THE LOCAL PRESENCE SERVICES AND/OR THE EXERCISE OF ANY OF THEIR RIGHTS UNDER THESE LOCAL PRESENCE SERVICES TERMS AND CONDITIONS. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, KEY-SYSTEM'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
- iv. Go Daddy and You agree to release, defend, indemnify and hold harmless Key-Systems, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and the individual designated as Admin-C for the DENIC domain(s), from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable attorneys' fees, arising out of or related in any way to, the Local Presence Services, the DEMINC domain(s), and/or Your use of the DEMIN domain(s).

### **31. PROVISIONS SPECIFIC TO .ES REGISTRATIONS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

### **32. PROVISIONS SPECIFIC TO .EU REGISTRATIONS**

#### **.EU Registration Restrictions**

You acknowledge and agree that You are not permitted to purchase private or proxy .EU registrations. You shall register for any and all .EU registrations using Your personal information, which information You represent and warrant is current, accurate and complete. Further, You acknowledge and agree that You are not permitted and shall not attempt to register any .EU registrations unless You have a physical presence in the European Union.

#### **Compliance with Applicable Law**

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").

#### **Compliance with EURID Rules**

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 policies, which may be found here.

#### **Compliance with EURID Domain Name 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, which may be found here.

#### **Jurisdiction**

For the adjudication of disputes concerning or arising from use of the registered .EU domain name, You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile state, (2) the State of Arizona and (3) the United Kingdom.

#### **Sunrise and General Pre-registration Applications**

You acknowledge and agree that the submitting of a "Sunrise or General Pre-registration Application" does not ensure that a domain name shall be successfully awarded or registered. In the event that an application does not result in a successful registration, the registration fee shall be refunded. In the case of a "Sunrise Application" where an application fee was collected, a portion of that fee shall be refunded after the deduction of a handling fee, which You acknowledge and agree is subject to change based on fluctuations in the US Dollar and Euro exchange rates.

#### **.EU Dispute Resolution/ADR**

EURID offers an alternative procedure for resolving disputes concerning .EU domain names, which can be found here. When applicable, You acknowledge such procedure and agree that You shall comply with and abide by its terms and conditions.

### **33. PROVISIONS SPECIFIC TO .FM REGISTRATIONS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

### **34. PROVISIONS SPECIFIC TO .GS, .MS, .TC, AND .VG REGISTRATIONS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for these ccTLDs, which may be found here.

### **35. PROVISIONS SPECIFIC TO .IN REGISTRATIONS**

You agree to be bound by current and future .IN registry policies as indicated on the .IN registry website located here.

You acknowledge and agree the .IN registry reserves the right to instruct its registry services provider to deny, cancel, transfer or otherwise make unavailable 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 the .IN Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of this Agreement (including its Exhibits); or (5) to correct mistakes made by the .IN registry or any registrar in connection with a domain name registration. The .IN

registry also reserves the right to freeze a domain name during resolution of a dispute.

You agree to be bound by the policy and procedures for resolution of disputes concerning registered .IN domain names in accordance with the .IN Registry's Domain Name Dispute Resolution Policy ("Dispute Policy").

### **36. PROVISIONS SPECIFIC TO .IT REGISTRATIONS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, including without limitation the "Rules of assignment and management of domain names in the ccTLD.it", which may be found here and the "Regulations for the resolution of disputes in the ccTLD.it", which may be found here. In addition, unless You complete Your domain name registration using Go Daddy's fee-based trustee service, You specifically represent and warrant that You:

- i. Are a citizen or resident in a country belonging to the European Union (in the case of registration for natural persons);
- ii. Are established in a country belonging to the European Union (in the case of registration for other organizations);
- iii. Are entitled to the use and/or legal availability of the domain name applied for, and that it does not prejudice, with the request for registration, the rights of others;
- iv. Are aware and agree that in the case of erroneous or false declarations in this request, the Registry shall immediately revoke the domain name, or proceed with other legal actions. In such case the revocation shall not in any way give rise to claims against the Registry or Go Daddy;
- v. Release the Registry and Go Daddy from any liability resulting from the assignment and use of the domain name by the natural person or organization that has made the request; and
- vi. Accept Italian jurisdiction and laws of the Italian State.

### **37. PROVISIONS SPECIFIC TO .JP REGISTRATIONS**

You represent and warrant that You have a local presence in Japan with a home or office address. You agree that certain domains are reserved and can only be registered by certain parties. These include:

- i. TLDs, other than ccTLDs, as determined by ICANN;
- ii. Geographical-type .JP domain names that are defined as metropolitan, prefectural, and municipal labels;
- iii. Names of primary and secondary educational organizations
- iv. Names of organizations related to Internet management;
- v. Names required for .JP domain name operations; and
- vi. Character strings which may be confused with ASCII-converted Japanese domain names.

The complete list of .JP Reserved Domains is available online.

#### **Additional Requirements for .JP Registrants**

You agree to be bound by any registry rules, policies, and agreements for this ccTLD, which are incorporated herein. You must choose from the following list of Japanese Prefecture codes and submit this information with Your order. Prefecture codes are

defined as follows:

01 HOKKAIDO  
13 SAITAMA  
25 OSKA  
37 TOKUSHIMA

02 AOMORI  
14 IBARAKI  
26 WAKAYAMA  
38 EHIME

03 IWATE  
15 TOCHIGI  
27 HYOGO  
39 KOCHI

04 AKITA  
16 GUNMA  
28 TOYAMA  
40 FUKUOKA

05 YAMAGATA  
17 YAMANASHI  
29 FUKUI  
41 SAGA

06 MIYAGI  
18 SHIZUOKA  
30 ISHIKAWA  
42 NAGASAKI

07 FUKUSHIMA  
19 GIFO  
31 OKAYAMA  
43 KUMAMOTO

08 NIIGATA  
20 AICHI  
32 SHIMANE  
44 OITA

09 NAGANO  
21 MIE  
33 YAMAGUCHI  
45 MIYAZAKI

10 TOKYO  
22 KYOTO  
34 TOTTORI  
46 KAGOSHIMA

11 KANAGAWA  
23 SHIGA  
35 HIROSHIMA  
47 OKINAWA

12 CHIBA



24 NARA  
36 KAGAWA

### **38. PROVISIONS SPECIFIC TO .ME REGISTRATIONS**

You acknowledge and agree to obey, comply and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

You agree to indemnify, defend and hold harmless the .ME Registry, its owners, subsidiaries, affiliates, subcontractors and agents, and the respective directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to Your domain name registration or the use of any domain name registered in the TLD by or on Your behalf.

### **39. PROVISIONS SPECIFIC TO .MX REGISTRATIONS**

You agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration policies for this ccTLD are available here.

You acknowledge and agree that in regards to disputes over domain ownership, Go Daddy will not resolve disputes over ownership. If Go Daddy is provided with a filed court dispute in a court of competent jurisdiction, the domain name will remain locked pending the court's decision.

You acknowledge and agree that during landrush registration, the .MX registry may decrease the registration fees over time. You agree that in the event You purchase a domain, You are not entitled to a refund in the event the registration fees are decreased after Your purchase.

You agree to indemnify, defend and hold harmless the .MX registry operator, 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 domain name registration.

You acknowledge and agree a copy of the customer contact data You provide will be used as the initial domain contact data and made public in the WHOIS database.

IN NO EVENT SHALL THE .MX REGISTRY OPERATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE DOMAIN NAME, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF THE .MX REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **40. PROVISIONS SPECIFIC TO .NL REGISTRATIONS**

You represent and warrant that all information provided by You is correct, complete and complies with all .nl General Terms and Conditions for .NL Registrants, which may be found here.

You further agree to be bound by any registry rules, policies, and agreements for this

ccTLD. The registration guidelines are available here and are incorporated herein.

#### **41. PROVISIONS SPECIFIC TO .NU REGISTRATIONS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

#### **42. PROVISIONS SPECIFIC TO .NZ REGISTRATIONS (.CO.NZ, .ORG.NZ, .NET.NZ)**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You understand and agree that in order to register these domains, a pre-registration DNS validation check is required by the Registry. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

If You are registering a Second Level Domain under this ccTLD, You further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are incorporated and made a part of this Agreement herein.

#### **.NZ Registration Restrictions (.CO.NZ, .ORG.NZ, NET.NZ)**

You represent and warrant that You are an identifiable individual over 18 years of age or a properly constituted organization.

#### **43. PROVISIONS SPECIFIC TO .SC REGISTRATIONS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

#### **44. PROVISIONS SPECIFIC TO .TK REGISTRATIONS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

#### **45. PROVISIONS SPECIFIC TO .TV REGISTRATIONS**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available here and are incorporated herein.

#### **.TV Registration Restrictions**

If You are registering a multi-lingual .TV domain name, You are aware of and agree that the domain name must be less than sixteen (16) characters in length. The FAQ on multi-lingual .TV domain names is available here .

#### **46. PROVISIONS SPECIFIC TO .TW REGISTRATIONS**

If You are registering a .TW domain name You also agree to the following:

#### **Compliance with Applicable Law**

You agree to obey and comply with any and all applicable laws, regulations and administrative policies promulgated by the Taiwan Network Information Center ("TWNIC").

#### **Compliance with TWNIC Rules**

You agree to obey, comply with and be bound by TWNIC rules and regulations and their any and all updates, revisions and modifications, which may be made by TWNIC from time to time, including but not limited to:

- i. Supervision and Guidance Regulation for Internet Protocol (IP) Address and Domain Name Registration and Management Services here.
- ii. Guidelines for Administration of Domain Name Registration here.
- iii. Guidelines for Authorization of Domain Name Registration Services here.
- iv. TWNIC Domain Name Dispute Resolution Policy here.
- v. Rules for TWNIC Domain Name Dispute Resolution Policy here.

#### **Right to Accept Notice**

You give Go Daddy the right to accept written complaints from third parties against false and/or inaccurate Whois data and You agree to follow any procedural regulation that may exist between the .TW registry operator, currently NeuLevel Inc. and Go Daddy.

#### **Governing Law**

With regards to .TW domain names, the Domain Registration Agreement will be interpreted and governed by the Laws of Taiwan.

#### **Indemnification**

You agree to indemnify, defend and hold harmless the .TW 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 this Agreement.

#### **.TW Registration Restrictions**

You acknowledge and agree that You are not permitted to purchase private or proxy .TW registrations. You shall register for any and all .TW registrations using Your personal information, which information You represent and warrant is current, accurate and complete.

#### **47. PROVISIONS SPECIFIC TO .UK REGISTRATIONS (.ORG.UK, .ME.UK, .CO.UK)**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available here and the rules are available here, and are incorporated herein.

If you are registering a Second Level Domain under this ccTLD, You further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are incorporated and made a part of this Agreement herein.

You understand and agree that when You register one of these domains, that the minimum term is two (2) years.

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