

Domain name resellers

In this registration agreement ("Agreement"), "end user" refers to the end user / registrant of each domain name registration, and "services" refers to the domain name registration services provided by us as offered through you, the registration service Provider. Any reference to a "registry," or "Registry Operator" shall refer to the registry administrator of the applicable top-level domain ("TLD").

This agreement explains our obligations to you, and explains your obligations to us for the services. By entering into this contract with us, You agree to the terms and conditions set forth in this agreement, You also agree to be bound by the rules and regulations set forth by a registry for that particular registry only.

You acknowledge and agree that we cannot guarantee that you will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of your application.

You represent that, to the best of the your knowledge and belief, neither the registration of the domain name nor the manner in which you intend to use it, infringes upon the legal rights of a third party and further, that the domain name is not being registered for, nor shall it at any time whatsoever be used for, any unlawful purpose.

As consideration for the services, you agree to pay us the applicable service(s) fees prior to the effectiveness of a desired domain name registration or any renewal thereof. All fees payable hereunder are non-refundable even if your domain name registration is suspended, cancelled or transferred prior to the end of your current registration term.

As further consideration for the services, you agree to:

- Provide certain current, complete and accurate information about you as required by the registration process
- Maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as

account information ("account Information"). You represent that the account information and all other statements put forth in your application are true, complete and accurate. Both we and each registry reserves the right to terminate your domain name registration if: (i) information provided by you or your agent is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) You have failed to maintain, update and keep your account information true, current, complete, accurate and reliable. You acknowledge that a breach of this section will constitute a material breach of our agreement, which will entitle either us or a registry to terminate this agreement immediately upon such breach without any refund and without notice to you.

This agreement will remain in effect during the term of your domain name registration as selected, recorded and paid for at the time of registration or any renewal thereof. Should the domain name be transferred to another registrar, the terms and conditions of this agreement shall cease.

You acknowledge that registration or reservation of your chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.

The following additional provisions apply to any domain names that you register through us with the various registries:

- **.com/.net/.org Domains:** In the case of a ".com" or ".net" or ".org" registration, the following terms and conditions will apply:
 - Submission to UDRP. The reseller agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the

- requirements set forth by the registry; these policies are subject to modification;
- For the adjudication of disputes concerning or arising from use of the domain name, The reseller shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the end user's domicile, and (2) where we are located
 - The reseller agrees to incorporate and make a part of their agreement with their end user agreement to the UDRP detailed in clause i above
- .uk Domains. In the case of a ".uk" domain registration, the following terms and conditions will apply:
 - "Nominet UK" means the entity granted the exclusive right to administer the registry for .uk domain name registrations
 - The reseller agrees to be bound by the Nominet UK terms and conditions of domain name registration, which is incorporated herein and made a part of this agreement by reference. The current version of these terms and conditions of domain name registration may be found at <https://www.nominet.uk/domain-support/domain-policies/>
 - Nominet UK may, from time to time, amend the requirements and obligations imposed on resellers. We will make reasonable attempts to notify the reseller of a change

When the end user submits a request for a .uk domain name registration through you, the end user will be entering into two contracts - one contract with you and one contract with Nominet UK.

- Any transfer of ownership in and to a domain name registration shall be affected in accordance with Nominet UK policies and procedures
- The reseller agrees to incorporate and make a part of their agreement with their end user the current version of the Nominet UK terms and conditions of domain name registration detailed in the clause above