

Domain Registration Agreement

DNS:NET Internet Service GmbH (05/2004)

This Registration and Services Agreement (together with any Exhibits and Appendices hereto the "**Agreement**") is made and entered into by and between you or the entity on behalf of which you are acting, as applicable, (referred to herein, interchangeably, as "**You**" or "**Customer**") and (i) DNS:NET Internet Service GmbH, a German registered company or (ii), in the event that You are directly transacting with a Reseller (as defined in Section 17.9), solely such Reseller (DNS:NET Internet Service GmbH and such Reseller, as applicable, are referred to herein as "**Registrar**"). BY SIGNING THIS AGREEMENT OR BY CLICKING THE "I ACCEPT" BUTTON LOCATED AT THE BOTTOM OF THIS PAGE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE "I DO NOT ACCEPT" BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOUR REQUEST FOR REGISTRATION AND RELATED SERVICES WILL NOT BE PROCESSED AND REGISTRAR SHALL HAVE NO OBLIGATION OR LIABILITY TO YOU WHATSOEVER.

1. Definitions

All capitalized terms shall have the meaning ascribed to them in this Section 1 or elsewhere in this Agreement.

1.1. "**Customer Data**" is defined in Section 5.1.

1.2. "**Dispute Resolution Policies**" means, collectively, UDRP, STOP, RDRP, SDRP, ERDRP, USDRP, NDRP (all as defined in Sections 6.1 and 6.2, respectively), as applicable.

1.3. "**DNS**" means the Internet domain name system.

1.4. "**Domain Name**" means a domain name within the domain of a Registrar TLD, whether consisting of two or more (e.g., john.smith.name) levels.

1.5. "**ICANN**" means the Internet Corporation for Assigned Names and Numbers.

1.6. "**IP**" means Internet Protocol.

1.7. "**Personal Data**" means data about any identified or identifiable natural person.

1.8. "**Policies**" means any rules, standards, procedures, requirements, practices and other policies of ICANN, any other competent entity or authority, or any Registry Operator relating to the subject matter of this Agreement.

1.9. "**Registered Domain Name**" means a Requested Domain Name (i) the registration of which has been accepted by the applicable Registry Operator, (ii) about which the applicable Registry Operator maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance, and (iii) that is the subject of Services under this Agreement. A "Registered Domain Name" also includes a Domain Name, sponsorship of which is transferred to Registrar pursuant to Section 4.1.

1.10. "**Registrar TLD**" means the .com, .org, .net, .biz, .info, .name and .us TLDs and such other TLDs for which Registrar may, from time to time, be accredited by ICANN or any other competent entity or authority to act as registrar, to the extent Registrar offers Services with respect thereto under this Agreement.

1.11. "**Registration Period**" is defined in Section 2.5.

1.12. "**Registry Database**" means a database maintained by a Registry Operator that contains data about one or more DNS domain names, including, without limitation, Registered Domain Names, that is used to generate DNS resource records, responses to domain-name availability lookup requests or Whois queries or for any other purposes permitted under any applicable Policies.

1.13. "**Registry Operator**" means any person or entity (including its contractors, delegates, successors and assignees) responsible, in accordance with (i) an agreement between ICANN (or its successor or assignee) and such person or entity or, (ii) if that agreement is terminated or expires, an agreement between the US Government or its contractors or designees and such person or entity, or (iii) an agreement with any other competent entity or authority (including, without limitation, the US Government and the US Department of Commerce), (each of the foregoing being a "Registry Agreement"), for providing Registry Services with respect to one or

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more specific TLDs.

1.14. **“Registry Services”** means any and all services provided by a Registry Operator with respect to a Domain Name, including services provided under or in connection with an applicable Registry Agreement.

1.15. **“Requested Domain Name”** means one or more Domain Names with respect to which You have requested (i) Registrar to register or renew such Domain Names with the applicable Registry Operator, or (ii) sponsorship of such Domain Names to be transferred to Registrar.

1.16. **“Services”** is defined in Section 2.1.

1.17. **“TLD”** is a top-level domain of the DNS.

2. Registrar Services

2.1. Registration.

Subject to Your compliance with all the terms and conditions of this Agreement, including, without limitation, payment of all applicable fees, and subject to Registrar's acceptance of Your request to register, for the Registration Period, or renew, for the Renewal Period, the Requested Domain Name with the applicable Registry Operator (the "Request"), Registrar shall (itself or through its contractors or delegates) process such Request in the ordinary course of its business by (i) collecting Customer Data from You, and (ii) submitting such Customer Data to the applicable Registry Operator for purposes of entry in the Registry Database and such other purposes determined by such Registry Operator in connection with its Registry Services (such processing by Registrar being the "Services"). Upon acceptance of Your Request, Registrar (or its applicable contractor or delegate) is acting as Your sponsor for such Request. Registrar (and its contractors and delegates) will not be responsible for the actual registration or renewal of the Requested Domain Name. Any registration or renewal of a Requested Domain Name, and all of Registrar's Services hereunder, shall be subject to all applicable Policies (including any restrictions or other limitations set forth therein). No registration of a Requested Domain Name shall be effective until the applicable Registry Operator has accepted Your request to register, and has registered, such Requested Domain Name and You have received confirmation from Registrar of such acceptance and registration. In no event shall any Registered Domain Name be activated and available for Customer's use until Registrar has received full payment of all applicable fees. Registrar reserves the right to reject Your Request in its reasonable discretion, including, without limitation, in the event of (a) the registration of the Requested Domain Name being prohibited by applicable laws or regulations or any applicable Policies, (b) Your providing false, inaccurate, unreliable or incomplete information, (c) Registrar's or the applicable Registry Operator's determination that You fail to satisfy any eligibility requirements that may be applicable with respect to the Requested Domain Name, (d) Registrar's determination that You have failed to provide reasonable assurance of payment of any applicable fees, (e) Registrar's determination that the Request has not been made in good faith, (f) any rejection or anticipated rejection by the applicable Registry Operator to register the Requested Domain Name, or (g) Registrar's determination that You have failed or are likely to fail to comply with any other terms or conditions of this Agreement.

2.2. Nexus Information.

In the event the Requested Domain Name is within the .us TLD, Customer shall promptly submit to Registrar true, accurate, reliable, complete and current Nexus Information and maintain, promptly update and keep current such Nexus Information at all times during the term of this Agreement, and promptly notify Registrar of any change in circumstances relating to Nexus Information or the Nexus Requirements (as defined in Section 8.4). "Nexus Information" is any information and related certifications and other related evidence requested by Registrar or provided by You to verify compliance with the Nexus Requirements. Nexus Information may include, without limitation, information regarding (i) the country of citizenship or residency, (ii) the type of business entity or organization, (iii) the place of incorporation and the laws under which an entity or organization is constituted, (iv) the type, scope, frequency, and duration of activities in the United States of America, (v) any office, place of business, facility, or property located in the United States of America, (vi) other bases for compliance with any Nexus Requirements. You will be required to certify the truthfulness, accuracy, reliability and completeness of any Nexus Information requested by Registrar and provide such other evidence as Registrar may request with respect thereto. All nameservers for any Requested or Registered Domain Name within the .us TLD must be located in the United States of America and You will be required to certify such location and provide such other evidence as Registrar may request with respect thereto. Failure to provide Nexus Information or such certifications or other evidence in accordance herewith may result in the rejection of Your Request or in a hold-status of the Registered Domain Name. If the Registered Domain Name is in hold-status and such Nexus Information or such certifications or other evidence are not provided within thirty (30) days, the Registered Domain Name will be cancelled without refund of any applicable fees.

2.3. Availability.

You agree and acknowledge that Registrar (including its contractors and delegates) makes no representation to the effect, and does not otherwise guarantee or promise, that the Requested Domain Name is available or that Your Request will be accepted by the applicable Registry Operator, or that the Requested Domain Name will be registered, even where an initial search indicates that the Requested Domain Name is available.

2.4. No Liability for Registry Operator.

Customer agrees and acknowledges that the Registry Database is maintained, and any related Registry Services are provided, by the applicable Registry Operator in its sole discretion and not by Registrar or its contractors or delegates. Registrar (including its contractors and delegates) is not responsible for, and shall have no obligations or liability whatsoever arising from or relating to, (i) the maintenance of the Registry Database or the provision of any Registry Services or any failure with respect thereto or any other acts or omissions of any Registry Operator or other third party, including without limitation any failure to register any Domain Name, or any suspension, cancellation, transfer or non-renewal of any registered Domain Name, or (ii) any errors or omissions in the Registry Database, any Whois database or any other third party information. Customer also agrees and acknowledges that the registration of a Requested Domain Name may be rejected, and that any Registered Domain Name and any Registry Services may be subject to suspension, cancellation, transfer or non-renewal pursuant to any applicable Policies.

2.5. Term of Registration and Renewal.

Registrations of Registered Domain Names pursuant to a Request processed by Registrar are for an initial period of twelve (12) months or such other period as may be expressly agreed to by Registrar (the "Registration Period"). Subject to Registrar's then-current fees and other terms and conditions, You may request (as set forth in Section 2.1 and in accordance with all terms and conditions of this Agreement) a renewal of the registration for subsequent twelve (12) month periods or such other period as may be expressly agreed to by Registrar (each a "Renewal Period"). Registrar will use reasonable efforts to notify You at least fifteen (15) days before the expiration of the Registration Period or any Renewal Period. You are solely responsible for ensuring that any Services or any registration of any Registered Domain Name are renewed. Registrar (including its contractors and delegates) shall have no liability to You or any third party in connection with any such renewal or any failure thereof or errors relating thereto. Registrar may choose to offer automatic renewal services pursuant to Registrar's terms and conditions applicable thereto.

2.6. Additional Services and Terms.

With respect to Defensive Registrations, and SLD E-Mail Registrations (all as defined in Exhibit A hereto) the additional terms and conditions set forth in Exhibit A hereto apply. Such terms and conditions shall be in addition to the other terms and conditions of this Agreement and shall take precedence in the event of any conflict or inconsistency with the other terms and conditions of this Agreement. Subject to the foregoing, Defensive Registrations, SLD E-Mail Registrations and "Name Watch Registrations" (as described in Registrar's and the applicable Registry Operators applicable service descriptions) shall be deemed Requested Domain Names or Registered Domain Names, as applicable, for purposes of this Agreement.

3. Customer and Administrative Contact.

You hereby appoint the person or entity named as the administrative contact for the Requested Domain Name as Your agent with full authority to act and receive notices and other communications on Your behalf relating to the Requested Domain Name, the Registered Domain Name or otherwise to the Services or this Agreement. Such authority shall include, without limitation, the authority to cancel or transfer the Registered Domain Name, to terminate or modify any Services, to purchase additional Services, to submit, change and agree to any disclosure, processing, and other use of Customer Data, and to receive any notices or other communications. In the event that You are acting on behalf of any third party in connection with this Agreement, You represent that You have the full authority to act on such third party's behalf and bind such third party to the terms and conditions hereof. You and such third party shall be jointly and severally liable with respect to any obligations or other liabilities arising under or in connection with this Agreement. Unless any third party on behalf of which You are acting is disclosed to and accepted by Registrar as the registrant, You shall be deemed the registrant and holder of the Registered Domain Name.

4. Transfer of Sponsorship and License

4.1 Transfer. You may not change the registrar acting as the sponsor for any Registered Domain Name during the sixty (60) day period following the initial registration of such Registered Domain Name. Following the period described in the foregoing, You may request a change of the registrar acting as the sponsor for a Registered Domain Name in accordance with the then-current policies of Registrar and the applicable Registry Operator and any other applicable Policies (a "Transfer"). In no event shall any fees due hereunder be refundable, in

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whole or in part, in the event of any Transfer. You must maintain records to prove the date of Your Request and the initial registration of the Registered Domain Name. Without limiting the generality of the foregoing, You understand and agree that all Transfers are subject to the Transfer of Sponsorship Policy set forth in Exhibit B hereto. Registrar reserves the right to refuse a Transfer absent proof of proper authorization or if otherwise inconsistent with the Transfer of Sponsorship Policy or other Policies. You understand and agree that You may be required to (i) provide a transfer authorization form and additional information and evidence and (ii) to confirm the requested Transfer, including, for example, by responding to an e-mail sent by Registrar or another registrar.

4.2. License.

In the event that You license the use of a Registered Domain Name to a third party You shall remain the registered holder of such Domain Name and You shall remain responsible for performing any and all obligations under this Agreement, including, without limitation providing and updating all Customer Data and paying all applicable fees, and You shall be liable for any acts or omissions of such third party as if such acts or omissions were Your own. You shall be liable for any harm caused by any use of the Registered Domain Name and You shall promptly disclose the identity of the licensee to a party providing you with reasonable evidence of actionable harm.

5. Customer Data and Service Records

5.1. Submission of Customer Data.

Customer shall promptly submit to Registrar true, accurate, reliable, complete and current Customer Data and maintain, promptly update and keep current such Customer Data at all times during the term of this Agreement. "Customer Data" shall include, without limitation, the following data and information: (i) the name of the Requested Domain Name, (ii) the names and IP addresses of the primary and secondary nameservers for the Registered Domain Name, (iii) Your full name, postal address, voice telephone number, fax number (where available) and email address, (iv) the full name, postal address, voice telephone number, fax number (where available) and email address of the person or entity on behalf of which You are acting, if any, (v) the full name, postal address, voice telephone number, fax number (where available) and email address of each of the technical contact, the administrative contact, and the billing contact for the Registered Domain Name, (vi) the time and date of Your Request and any applicable requested Registration Period, (vii) any other data and information, including Personal Data, that is maintained or required to be maintained in a Registry Database, that is used or required in connection with any Registry Services, or that is used or required in connection with the Services, and (viii) any corrections, updates and other changes of or to any of the foregoing. "Customer Data" further includes any and all Nexus Information. Without limiting the generality of the foregoing, Customer shall, upon request by Registrar at any time, verify that all Customer Data is true, accurate, reliable, complete and current and promptly (and in no event later than thirty (30) days from such request) rectify or update such Customer Data, as necessary.

5.2. Other Records.

You agree and acknowledge that, in addition to Customer Data, Registrar (including its contractors and delegates) maintains records relating to any Domain Name requested, registered or renewed through Registrar, any Services provided by Registrar and any other activities and communications relating to any of the foregoing or to this Agreement ("Service Records"). Service Records may include, without limitation, records, data and other information regarding (i) the date, time and contents of any Request, (ii) the date and time of any registration or renewal of a Registered Domain Name and the date and time of any expiration of such Registered Domain Name, (iii) Your account, including dates, times and amounts of all payments and refunds and information regarding the means of payment (such as credit card data), and (iv) any oral, electronic or tangible communications or other information relating to a Request, a Requested Domain Name, a Registered Domain Name, any Services, any Customer Data or Your account or otherwise to this Agreement or any transactions in connection herewith.

5.3. Use and Disclosure of Customer Data and Service Records.

You agree, consent and acknowledge that Registrar and its contractors and delegates may, and shall have the right to, disclose to third parties and use, copy, distribute, publish, modify and otherwise process (collectively "Process") Customer Data and Service Records as reasonably deemed necessary or useful by Registrar or its contractors or delegates in connection with the Services or this Agreement and any other purposes not inconsistent with this Agreement, except to the extent expressly prohibited by applicable laws notwithstanding a consent to the contrary. Without limiting the generality of the foregoing, You further agree, consent and acknowledge that Registrar and its contractors and delegates may, and shall have the right to, (i) disclose Customer Data and Service Records to Registry Operators, to ICANN, and to other competent entities and authorities, and permit further disclosure and Processing thereof by any of the foregoing (including their designees, assignees and agents) in a manner consistent with this Agreement, (ii) provide interactive, query based public access or otherwise make publicly available (including, without limitation, through Registrar's or any other party's Whois service or

any similar service) Customer Data and Service Records, and permit further disclosure and Processing thereof in a manner consistent with this Agreement, (iii) disclose directly to certain third parties Customer Data and Service Records, and permit further disclosure and Processing thereof, for targeted marketing, information and other purposes in a manner consistent with this Agreement, including, without limitation, to provide notices and information affecting Your account or Registrar's Services, as well as to provide general information that may be of interest to You, including newsletters, surveys, contest and sweepstake announcements, and information about Registrar's or Registrar's business partners' service or product offerings, (iv) disclose and Process Customer Data and Service Records for purposes of monitoring and improving Registrar's operations, (v) disclose Customer Data and Service Records to, and permit further disclosure and Processing thereof by, third parties which have entered into a bulk access agreement with Registrar pursuant to Registrar's then-current bulk access policies, (vi) disclose Customer Data and Service Records to, and permit further disclosure and Processing thereof by, Registrar's contractors, delegates, successors and assignees in a manner consistent with this Agreement. You further agree and acknowledge that Registrar and its contractors and delegates may retain Customer Data and Service Records after any termination or expiration of this Agreement or any Services provided hereunder in a manner consistent with this Agreement. Registrar agrees that it will not disclose or Process any Customer Data submitted by You in a manner incompatible with the purposes and limitations set forth herein. Registrar further agrees that it will take reasonable precautions to protect any Customer Data submitted by You from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

5.4. License.

You hereby grant and agree to grant to Registrar a worldwide, nonexclusive, irrevocable, royalty-free, transferable (in the ordinary course of Registrar's business and as set forth in Section 17.1), sublicensable (in the ordinary course of Registrar's business) right and license to disclose, use and Process Customer Data and Service Records for all purposes set forth in Section 5.3 hereof.

5.5. Inaccuracies.

You agree and acknowledge that You are solely responsible for any failure to submit to Registrar true, accurate, reliable, complete and current Customer Data and to maintain, promptly update and keep current such Customer Data throughout the term of this Agreement and any consequences resulting therefrom. Notwithstanding the foregoing, You agree that Registrar may rely on any and all Customer Data submitted by You for all purposes relating to this Agreement. With Your registration confirmation, Registrar will provide You with information on how to access and, if necessary, rectify Your Customer Data. Without limiting the generality of the foregoing or any of Your obligations under this Agreement, You agree and acknowledge that Registrar and its contractors and delegates (including ICANN, any competent entities or authorities, and any applicable Registry Operators) have the right to (i) verify by any means deemed appropriate by Registrar, at the time of registration or at any time thereafter, any Customer Data submitted by You, (ii), upon detection that any Customer Data is not true, accurate, reliable, complete or current, take any steps deemed appropriate by Registrar to investigate and correct such failure, and (iii) rely upon any such corrected Customer Data for all purposes relating to this Agreement.

5.6. Remedies.

You agree and acknowledge that Your willful provision of false, inaccurate, unreliable or incomplete information, Your willful failure promptly to update information provided to Registrar, or Your failure to promptly respond to inquiries by Registrar concerning any Customer Data shall constitute a material breach of this Agreement and be a basis for cancellation of the Registered Domain Name and termination of this Agreement. Nothing herein shall in any way limit any other remedies Registrar might have under this Agreement or under applicable law.

6. Dispute Resolution

6.1. UDRP.

You acknowledge that you have read and understood, and You agree to be bound by all the terms and conditions of, ICANN's Uniform Domain Name Dispute Resolution Policy, as modified from time to time, available at <<http://www.icann.org/dndr/udrp/policy.htm>> ("UDRP"), a copy of the current version of which is attached hereto as Appendix I.

6.2. Other Dispute Resolution Policies.

You acknowledge that you have read and understood, and You agree to be bound by all the terms and conditions of: (i) in the event that the Requested Domain Name is within the .biz TLD, the Start-up Trademark Opposition Policy, as modified from time to time, available at <<http://www.neulevel.biz/ardp/docs/stop.html>> ("STOP"), a copy of the current version of which is attached hereto as Appendix II, and the Restrictions Dispute Resolution Policy, as modified from time to time, available at <<http://www.neulevel.biz/ardp/docs/rdrp.html>> ("RDRP"), a copy of the current version of which is attached hereto as Appendix III, (ii) in the event that the Requested Domain Name is within the .info TLD, the Sunrise Dispute Resolution Policy, as modified from time to time, available at <http://www.afiliations.info/register/dispute_resolution/>

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sunrise_challenge_policy_revised> ("SDRP"), a copy of the current version of which is attached hereto as Appendix IV, (iii) in the event that the Requested Domain Name is within the .name TLD, the Eligibility Requirements Dispute Resolution Policy, as modified from time to time, available at <<http://www.nic.name/downloads/erdrp.pdf>> ("ERDRP"), a copy of the current version of which is attached hereto as Appendix V, (iv) in the event that the Requested Domain Name is within the .us TLD, the usTLD Dispute Resolution Policy, as modified from time to time, available at <<http://www.neustar.us/policies/docs/usdrp.pdf>> ("USDRP"), a copy of the current version of which is attached hereto as Appendix VI, and the Nexus Dispute Policy, as modified from time to time, available at <http://www.neustar.us/policies/docs/nexus_dispute_policy.pdf> ("NDRP"), a copy of the current version of which is attached hereto as Appendix VII.

6.3. Incorporation.

All Dispute Resolution Policies together with all rules and other documents referenced therein are hereby incorporated by reference into and made an integral part of this Agreement.

6.4. Modifications to Dispute Resolution Policies and Other Terms and Conditions.

You agree and acknowledge that any Dispute Resolution Policy and any other terms and conditions hereof may be modified or amended from time to time by Registrar, Registry Operator, ICANN or any other competent entity or authority. Registrar or the applicable Registry Operator or other entity will post any such modification on its web site at least thirty (30) calendar days before it becomes effective. Registrar will use reasonable efforts to inform You by email in the event of any such posting. You agree that, by maintaining the registration of the Registered Domain Name after such modifications become effective, you agree to such modifications. You acknowledge that, in the event that You do not agree to any such modifications, You may terminate this Agreement as provided herein.

7. Account Access.

In connection with the Services, Registrar may issue to You an account user name and a password. You are solely responsible for, and in no event will Registrar be liable for, any use, including any misuse or any unauthorized use, of Your user name and password. You hereby authorize any and all transactions initiated through the use of your user name and password. In the event of any actual or suspected misuse or unauthorized use of Your user name and password, You must promptly notify Registrar.

8. Customer Representations and Warranties

8.1. General Representations and Warranties.

You represent and warrant that (i) You have the right, power and authority to enter into this Agreement and to perform Your obligations hereunder, (ii) all Customer Data submitted by You is true, accurate, reliable, complete and current, (iii) You will use Your best efforts to maintain, promptly update and keep current such Customer Data at all times during the term of this Agreement, (iv) You have provided notice of Section 5 hereof to any third party individual with respect to which You are submitting Personal Data or other Customer Data relating to such individual, and You have obtained consent from such third party individual to the disclosure and Processing of any Personal Data and other Customer Data relating to such third party individual equivalent to Your consent set forth in Section 5 hereof, and such third party individual has agreed to all other terms and conditions of Section 5 hereof, (v) neither Your Request, nor the registration of the Requested Domain Name, nor the direct or indirect use of the Registered Domain Name violates or infringes any rights of any third party, (vi) You are acting in good faith with respect to Your Request and otherwise in connection with this Agreement, (vii) You are not registering or using the Requested Domain Name for any unlawful purposes, (viii) You will not use the Registered Domain Name in violation of any applicable laws, regulations or this Agreement.

8.2. Additional Representations and Warranties Applicable to .biz TLD.

With respect to any Domain Name in the .biz TLD, You further represent and warrant that the Registered Domain Name (i) will be used primarily for bona fide business or commercial purposes, (ii) will not be used exclusively for personal use, (iii) will not be used and has not been registered solely for the purposes of selling, trading or leasing such Domain Name for compensation or the unsolicited offering to sell, trade or lease of such Domain Name for compensation, and (iv) is reasonably related to the Your business or intended commercial purpose at the time of registration. For purposes of this Section 8.2, "bona fide business or commercial purposes" of a Domain Name shall mean the bona fide use or bona fide intent to use such Domain Name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS to exchange, or facilitate the exchange of, goods, services, or property of any kind in the ordinary course of trade or business. Registering a Domain Name solely for the purposes of selling, trading or leasing such Domain Name for compensation or the unsolicited offering to sell, trade or lease such Domain Name for compensa-

tion shall not constitute a “bona fide business or commercial purpose” for the use of such Domain Name.

8.3. **Additional Representations and Warranties Applicable to .name TLD.**

With respect to any Domain Name in the .name TLD, You further represent and warrant that Your Request and the registration and use of such Domain Name satisfies all Eligibility Requirements. For purposes of this Section 8.3, “Eligibility Requirements” means that the Requested Domain Name (i) is Your own personal name (i.e., your legal name or a name by which you are commonly known), provided that You may add numeric characters to the beginning or the end of Your personal name so as to differentiate it from other personal names, or (ii) is the personal name of a fictional character, but only if You own trademark or service mark rights in such fictional character’s personal name.

8.4. **Additional Representations and Warranties Applicable to .us TLD.**

With respect to any Domain Name in the .us TLD, You further represent and warrant that at the time of Your Request and throughout the period of Your registration and use of such Domain Name the Nexus Requirements are met. For purposes of this Section 8.4 “Nexus Requirements” means that You are (a) a natural person (i) who is a citizen of the United States of America, (ii) who is a permanent resident of the United States of America or its possessions or territories, or (iii) whose primary place of domicile is in the United States of America; (b) an entity or organization that is (i) incorporated in one of the fifty (50) States of the United States of America, the District of Columbia, or the possessions or territories of the United States of America, (ii) organized or otherwise constituted under the laws of one of the fifty (50) States of the United States of America, the District of Columbia, or the possessions or territories of the United States of America (including a federal, state, or local government of the United States of America or a political subdivision thereof, and non-commercial organizations based in the United States); or (c) a foreign entity or organization that has a Bona Fide Presence in the United States of America or its possessions or territories. A “Bona Fide Presence” shall mean the existence of real and substantial lawful connections with, or lawful activities in, the United States of America or its possessions or territories as certified by evidence acceptable to Registrar.

9. **Disclaimer**

ALL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” REGISTRAR, ON BEHALF OF ITSELF OR ITS CONTRACTORS AND DELEGATES, MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER RELATING TO THE REQUESTED DOMAIN NAME (INCLUDING, WITHOUT LIMITATION, ITS AVAILABILITY OR REGISTRATION), THE REGISTERED DOMAIN NAME, THE SERVICES, THE REGISTRY SERVICES, OR OTHERWISE WITH RESPECT OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGISTRAR, ON BEHALF OF ITSELF AND ITS CONTRACTORS AND DELEGATES, HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE

10. **Ownership and Rights**

10.1. **Retention of Rights.**

You acknowledge and agree that Registrar or its licensors, contractors or delegates, as applicable, retains sole ownership of any and all of its intellectual property and other proprietary rights, including without limitation any all right, title and interest with respect to any databases, compilations and other materials and information, and Registrar and its licensees, contractors and delegates shall have the right to reproduce, prepare derivatives based upon, make available to the public and otherwise use any Customer Data and other materials and information submitted by You and any derivatives thereof in its ordinary course of business or as otherwise permitted hereunder.

10.2. **No Rights or Licenses.**

Nothing in this Agreement shall grant, or be construed to grant, to You any right, title or interest whatsoever in, to or under any intellectual property or other proprietary rights. Your Request, or the registration or renewal of the Requested Domain Name or the Registered Domain Name does not confer upon You any intellectual property or any other proprietary right and You acknowledge that the Registered Domain Name and any use thereof may be subject to challenge by third parties as well as subject to suspension, cancellation or transfer.

11. **Fees**

You agree to pay to Registrar all applicable fees for any Services under this Agreement in effect at the time of Your request of such Services as set forth on our web site, or, if applicable, as invoiced. All fees are due immediately in advance and are non-refundable, including in the event

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of any suspension, cancellation or transfer of a Registered Domain Name or any Services and any expiration or termination of this Agreement. Any renewal of any Services is subject to Registrar's then-current fees and other terms and conditions. You agree to pay all value added, sales and other taxes (other than taxes based on Registrar's income) related to the Services or the payments to be made by You hereunder. All payments shall be made in U.S. dollars or any other currency the Registrar has agreed to. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

12. Indemnification.

You agree to indemnify and hold harmless (i) Registrar, (ii) all Registry Operators (including, without limitation, Afiliás, Global Name Registry Ltd., Neulevel, NeuStar, Inc., Public Interest Registry, and VeriSign, Inc.), and (iii) its and their directors, officers, employees, agents, contractors, delegates and licensors, (each of the foregoing being an "Indemnitee"), and, upon request by Registrar, defend each Indemnitee 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 use of the Services, Your Request, the registration or renewal of the Requested Domain Name, the Registered Domain Name and any use thereof, Your breach of any provision of this Agreement, or any other act or omission of You.

13. Limitation of Liability.

IN NO EVENT SHALL REGISTRAR (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS CONTRACTORS, DELEGATES AND LICENSORS) BE LIABLE TO YOU (INCLUDING ANY OTHER ENTITY OR PERSON RELATED TO OR AFFILIATED WITH YOU) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, OR FOR ANY LOST PROFITS OR REVENUE, LOST BUSINESS OPPORTUNITIES, LOST OR INACCESSIBLE DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR STRICT PRODUCT LIABILITY) OR OTHERWISE, AND IRRESPECTIVE OF WHETHER REGISTRAR (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS CONTRACTORS, DELEGATES AND LICENSORS) HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, REGISTRAR (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS CONTRACTORS, DELEGATES AND LICENSORS) HEREBY DISCLAIMS ANY AND ALL LIABILITY, AND SHALL NOT BE LIABLE OR RESPONSIBLE, FOR (I) ANY DAMAGE TO OR OTHER IMPACT ON YOUR BUSINESS, EQUIPMENT, HARDWARE, SOFTWARE, DATA OR OTHER INFORMATION OR MATERIALS, WHETHER OR NOT CAUSED BY OR RELATED TO (EITHER DIRECTLY OR INDIRECTLY) YOUR USE OF THE SERVICES OR RELIANCE UPON ANY INFORMATION PROVIDED IN CONNECTION THEREWITH, OR (II) ANY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO THE NON-REGISTRATION OF ANY REQUESTED DOMAIN NAME, THE SUSPENSION, CANCELLATION, OR TRANSFER OF ANY REGISTERED DOMAIN NAME, OR ANY FAILURE OR DELAY IN THE PROCESSING OF YOUR REQUEST. Furthermore, You agree and acknowledge that neither Registrar, including its contractors, delegates and licensors, nor any Registry Operator shall have any liability of any kind for any loss, damage or other liability resulting from or arising out of or relating to any Registry Services (including, without limitation, the ability or inability of Customer to obtain a Requested Domain Name) or any dispute over a Registered Domain Name (including, without limitation, relating to any Dispute Resolution Procedures) or the result thereof.

14. Exclusive Remedy.

In no event shall Registrar's (including its officers, directors, employees and agents and its contractors, delegates and licensors) aggregate liability under or arising out of or relating to this Agreement or the subject matter hereof exceed the amount of fees actually received by Registrar from You under this Agreement. Without limiting the generality of the foregoing, You agree that Your sole and exclusive remedy, and Registrar's (including its officers, directors, employees and agents and its contractors, delegates and licensors) sole and entire liability, in the event of a breach of this Agreement or otherwise under or arising out of or relating to this Agreement or the subject matter hereof shall be a refund of the fees actually paid by You to Registrar under this Agreement.

15. Suspension, Cancellation or Transfer or Registered Domain Name or Services

You agree and acknowledge that Registrar may, and shall have the right, at any time, to suspend, cancel or transfer the Registered Domain Name and any Services (i) in the event of any breach by You of this Agreement, (ii) to correct mistakes by Registrar or any Registry Operator in registering the Requested Domain Name, (iii) in connection with the resolution of disputes concerning the Registered Domain Name, including, without limitation, pursuant to any Dispute

Resolution Procedure, or in compliance with any other dispute resolution process, or pursuant to any order of any court or arbitration panel, (iv) if deemed necessary by Registrar or any Registry Operator, in its discretion, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or to avoid any liability, civil or criminal, on the part of Registrar or any Registry Operator, as well as its or their affiliates, subsidiaries, officers, directors, employees and agents, and contractors, delegates and licensors, (v) if deemed necessary by Registrar or any Registry Operator, in its discretion, to protect the integrity and stability of the registry, or (vi) otherwise pursuant to any applicable Policies or to comply with any obligations owed to ICANN, any other competent entity or authority, any Registry Operator, or Registrar's contractor's, delegates or licensors.

16. Term and Termination.

16.1. Term.

This Agreement shall be effective upon execution until the expiration of the Registration Period or the last Renewal Period, as applicable.

16.2. Termination.

You may terminate this Agreement at any time upon thirty (30) days written notice to Registrar. Registrar may terminate this Agreement immediately upon notice to You in the event of any breach by You of this Agreement and in the event of (i) any termination of Registrar's accreditation, or (ii) any termination of Registrar's agreement with any Registry Operator, in each case if relating to the Registered Domain Name.

16.3. Effect of Termination and Survival.

In the event of any expiration or termination of this Agreement, Registrar's obligations hereunder shall immediately terminate and You shall cease all use of the Services and any Registered Domain Name. Notwithstanding the foregoing, Sections 2.4, 5.3, 5.4, 6, 8, 9, 10, 12, 13, 14, 16.3 and 17 shall survive any expiration or termination of this Agreement. In the event that Registrar terminates this Agreement due to termination of Registrar's accreditation or its agreement with any Registry Operator, Registrar will cooperate with You to transfer sponsorship of the Registered Domain Name in accordance with Section 4.1 hereof.

17. General

17.1. Assignment.

You may not assign or delegate this Agreement or any rights or obligations hereunder, whether by agreement, operation of law or otherwise, and any purported assignment or delegation by You shall be null and void. You may not transfer or license a Registered Domain Name except as expressly permitted in this Agreement. Registrar shall be free to assign or delegate this Agreement or any of its rights or obligations hereunder.

17.2. Applicable Law.

This Agreement is to be governed by and construed in accordance with the laws of Germany without giving effect to any choice of law rule that would cause the application of the laws of any other country.

17.3. Venue.

Any action, claim, suit or proceeding brought by You in connection with any controversy, claim or dispute arising out of or relating to this Agreement shall be brought exclusively in, and You hereby irrevocably submit to and consent to the exclusive jurisdiction of, the courts in or for Berlin, Germany with respect to any such action, claim, suit or proceeding. With respect to any other action, claim, suit or proceeding in connection with any controversy, claim or dispute arising out of or relating to this Agreement, You hereby irrevocably submit to and consent to the jurisdiction of (i) any court in Germany and (ii) the courts in or for Registrar's principal place of business. You hereby waive, and agree not to assert, by way of motion, as a defense or otherwise, in any such action, claim, suit or proceeding, any claim that You are not personally subject to the jurisdiction of such court(s), that the action, claim, suit or proceeding is brought in an inconvenient forum or that the venue of the action, claim, suit or proceeding is improper.

17.4. Entire Agreement.

This Agreement contains the entire agreement with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations or discussions whether written or oral, between the parties with respect thereto. In addition, each party agrees that, in entering into this Agreement, it has not relied on any representations, warranties agreements or understandings not set forth herein.

17.5. Force Majeure.

Except for any obligation to pay money, no party shall be liable to the other party for any failure or delay in performance caused by any acts of God or other natural disasters or by other reasons similarly beyond such party's reasonable control.

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17.6. No Waiver.

No failure or delay by a party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

17.7. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

17.8. Third Party Beneficiaries.

If You are purchasing Services from any party other than directly from DNS:NET Internet Service GmbH (such other party being a "Reseller"), this Agreement is only between You and such Reseller and You shall have no rights against DNS:NET Internet Service GmbH, and DNS:NET Internet Service GmbH shall have no obligations or other liabilities to You whatsoever. If this Agreement is between You and a Reseller, DNS:NET Internet Service GmbH is an intended third party beneficiary of Your obligations and liabilities under or arising from or relating to this Agreement and, as such, shall have the right to enforce this Agreement to the same extent as Registrar. Except as expressly set forth herein, this Agreement is made and entered into for the sole protection and benefit of the parties hereto and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the parties hereto.

17.9. Electronic Transactions, Electronic Records and Notices.

You hereby agree and consent that this Agreement may be concluded, and that any and all transactions, notices, records and other communications relating hereto may be provided, throughout the term of this Agreement and thereafter, to the extent relating to this Agreement or any transactions hereunder, by electronic means. Any notices or other communications to You relating to this Agreement may be provided in writing, facsimile, or by electronic means (such as email) to the address, fax number or email address of the administrative contact that You have submitted to us (as may be updated as set forth in this Agreement). Any notices or other communications to Registrar relating to this Agreement shall be in writing and addressed to the primary contact address set forth on Registrar's web site (or such other address as Registrar may give notice of hereunder). Any notices and other communications given in writing in accordance with the foregoing shall be deemed received upon delivery. Any notices and other communications given by facsimile or electronic means in accordance with the foregoing shall be deemed received when dispatched.

Exhibit A

Additional Terms for Defensive Registrations and SLD E-Mail Registrations

A. Additional Terms for Defensive Registrations.

With respect to defensive registrations, as such service is described in Registrar's applicable service descriptions and in the applicable Registry Operators Policies and other documentation ("Defensive Registrations"):

1. You must provide (i) the name, in ASCII characters, of the trademark or service mark being registered, (ii) the date the registration issued, (iii) the country of registration, and (iv) the registration number or similar identifier used by the registration authority. Such information shall be deemed "Customer Data" for all purposes of the Agreement. Without limiting the foregoing, by providing any data relating to a Defensive Registration, you represent and warrant that you are the holder of a current (non-expired) trademark or service mark having national effect that issued prior to April 16, 2001, and that the Requested Domain Name within the .name TLD is identical to the textual or word elements of such trademark or service mark, using ASCII characters only, and that all information you submit in connection with Request relating to a Defensive Registration is true, complete and accurate.
2. You acknowledge that you have read and understood, and You agree to be bound by all the terms and conditions of of the ERDRP as it applies to Defensive Registrations.
3. The initial Registration Period for Defensive Registrations is ten (10) years. Any renewal Registration Period for Defensive Registration period is ten (10) years.

B. Additional Terms for SLD E-Mail Registrations

With respect to SLD e-mail registrations, as such service is described in Registrar's applicable service descriptions and in the applicable Registry Operators Policies and other documentation

("SLD E-Mail Registrations"):

1. You agree to use your SLD E-Mail Registration in accordance with, and that any such use shall be subject to, all applicable laws, regulations, other standards for use of e-mail, including without limitation the Acceptable Use Policy available at <http://www.nic.name/downloads/aup.pdf>, and RFC 2505 (Anti-Spam Recommendations for SMTP MTAs), as well all other terms and conditions of this Agreement
2. Without limiting the generality of the foregoing, You shall not (i) encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, infringement, violation or misappropriation of any intellectual property rights or other proprietary rights or publishing defamatory material; (ii) gain or attempt to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network; (iii) interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or (iv) engage in spamming or similar activities, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list.
3. You must not provide false names or in any other way pose as somebody else.
4. Registrar and the applicable Registry Operator reserve all rights to implement any anti-spam measures, to block spam or mail from systems with a history of abuse, or otherwise regulate and the use of SLD E-Mail Registrations.
5. You understand and agree that Registrar and the applicable Registry Operator may delete any material, block access, or otherwise refuse or discontinue service or take appropriate measures in the event it reasonably determines that You have breached or violated any terms or conditions of this Agreement. Registrar and the applicable Registry Operator further reserve the right to immediately discontinue SLD E-Mail Registrations and related services without notice if the technical stability of any systems or services is threatened in any way, or if You are in breach or have otherwise violated any terms and conditions of this Agreement. In no event shall Registrar or the applicable Registry Operator be obligated to store any contents or to forward any email to You or a third party.

Exhibit B

Transfer of Sponsorship Policy

A. Holder-Authorized Transfers.

For each instance where a registrant wants to change its registrar for an existing domain name (i.e., a domain name that appears in a particular top-level domain zone file), the gaining registrar shall:

- 1) Obtain express authorization from an individual who has the apparent authority to legally bind the registrant (as reflected in the database of the losing registrar).
 - a) The form of the authorization is at the discretion of each gaining registrar.
 - b) The gaining registrar shall retain a record of reliable evidence of the authorization.
- 2) In those instances when the registrar of record is being changed simultaneously with a transfer of a domain name from one party to another, the gaining registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:
 - a) A bilateral agreement between the parties.
 - b) The final determination of a binding dispute resolution body.
 - c) A court order.
- 3) Request, by the transmission of a "transfer" command as specified in the registry registrar protocol, that the registry database be changed to reflect the new registrar.
 - a) Transmission of a "transfer" command constitutes a representation on the part of the gaining

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registrar that:

(1) the requisite authorization has been obtained from the registrant listed in the database of the losing registrar, and

(2) the losing registrar will be provided with a copy of the authorization if and when requested.

In those instances when the registrar of record denies the requested change of registrar, the registrar of record shall notify the prospective gaining registrar that the request was denied and the reason for the denial.

Instances when the requested change of sponsoring registrar may be denied include, but are not limited to:

1) Situations described in any Dispute Resolution Policy

2) A pending bankruptcy of the registrant

3) Dispute over the identity of the registrant

4) Request to transfer sponsorship occurs within the first 60 days after the initial registration with the registrar

In all cases, the losing registrar shall respond to the e-mail notice regarding the "transfer" request within five (5) days. Failure to respond will result in a default "approval" of the "transfer."

Registry Operator Requirements.

Upon receipt of the "transfer" command from the gaining registrar, the applicable Registry Operator will transmit an e-mail notification to both registrars.

The applicable Registry Operator shall complete the "transfer" if either:

1) the losing registrar expressly "approves" the request, or

2) the applicable Registry Operator does not receive a response from the losing registrar within five (5) days.

When the Registry's database has been updated to reflect the change to the gaining registrar, the applicable Registry Operator will transmit an email notification to both registrars.

Records of Registration.

Each registrant shall maintain its own records appropriate to document and prove the initial domain name registration date, regardless of the number of registrars with which the registrant enters into a contract for registration services.

Effect on Term of Registration.

The completion by the applicable Registry Operator of a holder-authorized transfer under this Part A shall result in a one-year extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed ten (10) years.

B. Approved Transfers.

Transfer of the sponsorship of all the registrations sponsored by one registrar as the result of acquisition of that registrar or its assets by another registrar may be made according to the following procedure:

(a) The gaining registrar must be accredited by ICANN or, in the case of a .us TLD, NeuStar, Inc. (each, as applicable, an "Accrediting Entity"), for the applicable TLD and must have in effect a Registry-Registrar Agreement with the applicable Registry Operator or the applicable Accrediting Entity for the applicable TLD.

(b) The applicable Accrediting Entity must certify in writing to the applicable Registry Operator that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a registrar.

Upon satisfaction of these two conditions, the applicable Registry Operator will make the necessary one-time changes in the registry database for no charge, for transfers involving 50,000 name registrations or fewer. If the transfer involves registrations of more than 50,000

names, the applicable Registry operator will charge the gaining registrar a one-time flat fee of US\$ 50,000. If the data to be transferred is not in the approved format, the Registry Operator may charge a reasonable fee in connection with the costs associated with reformatting such data.

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