Domain Name Registration Agreement

(Last Updated: November 29, 2013)

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GENERAL PROVISIONS

This Domain Name Registration Agreement ("Agreement") sets forth the terms and conditions under which DomainPeople, Inc. ("DomainPeople") provides its services as a Registrar. The terms "you" and "your" refer to both the Registrant and the Applicant (as defined below). Provision of DomainPeople's services is subject at all times to this Agreement. The attached Exhibits and Schedules are included as integral parts of this Agreement, as applicable.

1. DEFINITIONS

(a) "Affiliate" means any legal entity that owns, is owned by, or is under common ownership with a Party with ownership greater than 25% of the shares, interests or assets of such legal entity or Party, as applicable.

(b) "Applicant" means the person who submits a Registration Order on behalf of the Registrant.

(c) "DNR Services" mean the domain name registrations and related services that DomainPeople provides to you under this Agreement.

(d) "Domain" means a string of alphabetical and/or alphanumeric characters followed by a suffix indicating the applicable domain name extension, which is used as an Internet address to identify a computer on the Internet.

(e) "DP Intellectual Property" means all rights, title, interest and benefit of DomainPeople in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all copyrights, patents, trademarks, certification marks and industrial designs, applications for any of the foregoing, trade names, brand names, business names, trade secrets, proprietary manufacturing information and know-how, instruction manuals, inventions, inventor's notes, research data, blue prints, drawings and designs, formulae,

calculations, processes, prototypes, source codes, digital files, URLs, technology, together with all rights under license agreements, sublicense agreements, strategic alliances, development agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, that are owned by DomainPeople or relating to the DNR Services.

(f) "ICANN" means the Internet Corporation for Assigned Names and Numbers.

(g) "Registrant" means the person (individual or corporate entity) that is recorded in the Whois as the owner of the particular Domain.

(h) "Registrar" means an ICANN-accredited Domain registrar.

(i) "Registration" means the registration or pre-registration of your Domain with the applicable Registry.

(j) "Registration Order" means the online order form for submitting a particular Domain for registration with DomainPeople as the Registrar of record.

(k) "Registry" means an entity accredited by ICANN to supervise specific generic top-level Domains ("gTLDs") and to operate the domain name system for such gTLDs and/or, in cases of country code top-level Domains (ccTLDs), to act as an administrator of ccTLDs for a particular country and operate the domain name system for such country's specific Domain extension(s).

(l) "Renewal" means the renewed Registration for another fixed term.

(m) "Specifications and/or Policies" means any requirements, specifications, policies, procedures, or programs implemented by ICANN as authorized by ICANN's Bylaws.

(n) "URL" means Uniform Resource Locator, which is the protocol for specifying addresses on the Internet.

(o) "Whois" means the directory service or database over the Internet used for searching information related to a particular Domain that is required by ICANN to be compiled upon registration of a Domain.

2. THIS AGREEMENT

2.1 Agreement. By submitting a Registration Order, you are acknowledging that you have read, understood, and agreed to all the terms and conditions of this Agreement, including any other agreement or policy that may be published by DomainPeople from time to time (whether referenced in this Agreement or not).

2.2 Exhibits & Schedules. This Agreement includes the attached Exhibits and Schedules, which shall take effect as applicable and as stated therein.

2.3 Amendments. You agree that the industry and practice of registering and administering Domains, and providing related services, is constantly evolving and, as a result, DomainPeople may need to amend this Agreement and/or other applicable agreements and policies to (i) protect DomainPeople against legal risks, and (ii) comply with ICANN rules, regulations, and policies. The operative and effective version of this Agreement shall be the latest version available at http://www.domainpeople.com/legal/registration-agreement.pdf (or such other URL as DomainPeople may designate at its sole discretion). It is your responsibility to frequently visit DomainPeople's Web site for updates to this Agreement. DomainPeople shall not be obligated to send you any notice of amendments to this Agreement and your continued use of the DNR Services shall constitute your agreement to such amendments.

2.4 Priority of Agreements. Subject to the express written agreement signed by an authorized signatory of DomainPeople, the terms of this Agreement supersedes the terms of any other

agreement (whether written, verbal or otherwise) between you and DomainPeople as they relate to the DNR Services.

2.5 Binding Agreement. This Agreement becomes binding on you from the time the Registration Order is submitted to DomainPeople. This Agreement becomes binding on DomainPeople from the time DomainPeople registers the Domain and sends you confirmation of such registration. DomainPeople reserves the right to accept or reject your Registration Order at its sole discretion.

3. DOMAIN REGISTRATION

3.1 Effective Registration. You agree that Domain registrations are not effective until DomainPeople delivers your Registration Order information to the applicable Registry and such Registry puts your Registration into effect. You further agree that Registrations shall be for fixed periods only. You agree that your request for a particular Domain does not guarantee that the Domain shall be successfully registered. DomainPeople is not responsible for any Domain not registered.

3.2 Registry or ICANN Actions. You agree that DomainPeople is not liable or responsible in any way for errors, omissions, or actions by the Registry arising out of or relating to your Registration Order and receipt of, or failure to receive, the registration of your selected Domain(s). You further agree that your Registration shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by DomainPeople or the Registry in registering the Domain or (2) for the resolution of disputes concerning the Domain.

3.3 Ownership of Domain. YOU AGREE THAT THE REGISTRANT SHALL HAVE SOLE LEGAL OWNERSHIP OF THE DOMAIN. IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF DOMAINPEOPLE, TO ENSURE THAT THE CORRECT REGISTRANT NAME IS RECORDED. YOU AGREE THAT YOUR FAILURE TO RECORD A VALID OR CORRECT REGISTRANT NAME MAY RESULT IN YOUR INABILITY TO RENEW, TRANSFER OR TAKE ANY OTHER ACTION RELATING TO YOUR DOMAIN, WHICH MAY FURTHER RESULT IN THE SUSPENSION OR TERMINATION OF YOUR REGISTRATION.

3.4 Registrant Transfers. Before you may transfer the ownership of your Domain to another person, you shall pay DomainPeople the then current fees for such transaction. You agree that any such Registrant transfer is subject to the person receiving ownership of the Domain ("Transferee") agreeing to this Agreement. Your Domain shall not be transferred until DomainPeople receives the Transferee's acceptance of this Agreement and actual payment of the transfer fees. You acknowledge and agree that if you attempt to transfer your Domain ownership without paying DomainPeople the transfer fees, or if the Transferee fails to agree to this Agreement, then any such transfer shall be invalid and DomainPeople shall, at its sole discretion, have the right to reverse the Registrant transfer and/or suspend or terminate your Registration without refunding any fee you have already paid. You further agree to follow DomainPeople's then current procedures for Registrant transfers, which may entail submission and notarization of certain forms, documents, and your photo identification (as requested by DomainPeople).

3.5 Username & Password. IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF DOMAINPEOPLE, TO KEEP, GUARD, AND REMEMBER YOUR USERNAME AND PASSWORD ASSOCIATED WITH YOUR DOMAIN. YOU AGREE THAT THE PERSON RECORDED AS THE ADMINISTRATIVE CONTACT FOR YOUR DOMAIN SHALL HAVE FULL ACCESS TO YOUR USERNAME AND PASSWORD AND, AS A RESULT, SHALL HAVE THE ABILITY TO CONTROL YOUR DOMAIN, INCLUDING THE ABILITY TO EXECUTE REGISTRANT TRANSFERS, REGISTRANT TRANSFERS, AND WHOIS CHANGES. IF YOU LOSE OR FORGET YOUR USERNAME AND PASSWORD, DOMAINPEOPLE'S ONLY OBLIGATION SHALL BE TO PROVIDE A NEW USERNAME AND PASSWORD TO THE ADMINISTRATIVE CONTACT RECORDED IN THE WHOIS AT THE TIME. YOU FURTHER AGREE TO FOLLOW DOMAINPEOPLE'S THEN CURRENT PROCEDURES FOR CHANGING THE ADMINISTRATIVE CONTACT OF RECORD, WHICH MAY ENTAIL SUBMISSION AND NOTARIZATION OF CERTAIN

FORMS, DOCUMENTS, AND YOUR PHOTO IDENTIFICATION (AS REQUESTED BY DOMAINPEOPLE).

3.6 Domain Disputes. You agree that if your Registration is challenged by a third party, you shall be subject to the provisions specified in the applicable Domain dispute policy, including the policies attached in the Exhibits to this Agreement. If DomainPeople is notified that a complaint or legal action has been filed with a judicial or administrative body regarding your Domain and/or your use of the DNR Services, you agree not to make any changes to your Domain record without DomainPeople's prior written approval. You further agree that DomainPeople may, at its sole discretion, place a hold on your Domain, otherwise prevent you from making any changes to the Registration, or transfer control over your Domain to the applicable Registry until (i) DomainPeople is directed to do so by the judicial or administrative body, or (ii) the dispute has been settled between you and the disputing party and DomainPeople received satisfactory documentation evidencing the settlement.

3.7 Renewals. DOMAIN NAMES CAN BE RENEWED AT ANY TIME DURING ITS REGISTRATION TERM. WHEN YOUR GTLD DOMAIN REGISTRATION TERM IS APPROACHING ITS EXPIRY DATE, DOMAINPEOPLE SHALL EMAIL A RENEWAL NOTICE TO THE ADMINISTRATIVE AND BILLING CONTACTS OF YOUR DOMAIN STATING THAT YOUR DOMAIN NEEDS TO BE RENEWED BEFORE (OR, IF APPLICABLE, AFTER) THE EXPIRY DATE. WHILE DOMAINPEOPLE MAY SEND OUT ONE OR MORE SUCH RENEWAL NOTICES, YOU ARE SOLELY RESPONSIBLE, AND DOMAINPEOPLE IS NOT LIABLE IN ANY WAY, FOR TIMELY AND VALID RENEWALS. IF YOU FAIL TO EXECUTE A RENEWAL BEFORE THE REGISTRATION EXPIRES, YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU SHALL BE FORFEITING YOUR RIGHTS AND OWNERSHIP IN THE DOMAIN, THUS DISABLING ANY WEBSITE YOU MAY HAVE RESOLVING TO SUCH DOMAIN. DOMAINPEOPLE MAY SET YOUR DOMAIN TO RENEW AUTOMATICALLY UPON EXPIRATION OF THE DOMAIN'S REGISTRATION TERM. IF THIS OPTION IS SELECTED, YOU EXPRESSLY AUTHORIZE DOMAINPEOPLE TO RENEW YOUR DOMAIN IN YOUR NAME FOR SUCCESSIVE ONE-YEAR TERMS AND TO CHARGE YOUR ACCOUNT ACCORDINGLY UNTIL YOU ELECT TO TERMINATE YOUR REGISTRATION PURSUANT TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WANT YOUR DOMAIN TO RENEW AUTOMATICALLY, IT IS YOUR SOLE RESPONSIBILITY, AND NOT DOMAINPEOPLE'S, TO LOG INTO YOUR CUSTOMER INTERFACE AND DE-SELECT THE "AUTORENEW" FUNCTION. YOU MAY DE-SELECT THE AUTO-RENEW FUCTION AT ANY TIME DURING A REGISTRATION TERM. UPON EXPIRATION OF A REGISTRATION, DOMAINPEOPLE SHALL HAVE THE RIGHT TO DELETE THE DOMAIN, TAKE OVER CONTROL AND/OR OWNERSHIP OF THE DOMAIN, OR OTHERWISE MAKE THE DOMAIN AVAILABLE TO THE PUBLIC AND YOU SHALL NOT MAKE ANY COMPLAINT, CLAIM OR CHALLENGE AGAINST DOMAINPEOPLE THERETO.

3.8 Registrar Transfers. Before you may transfer Registrars (to or from DomainPeople), you shall pay DomainPeople the then current fees for such transaction. Only the Registrant, or an authorized agent of the Registrant, shall be allowed to initiate a request to transfer Registrars. DomainPeople may, at its sole discretion, require you to provide documentation satisfactory to DomainPeople that proves your identity as the Registrant or that the Registrant initiated and/or authorized the transfer request. Any inability to provide a proper username and password or other evidence satisfactory to DomainPeople may result in the loss of your Domain. Upon successful completion of a Registrar transfer to DomainPeople from another Registrar, DomainPeople shall immediately become the Registrar of record and, as such, you shall be bound by this Agreement. To complete a Registrar transfer to DomainPeople, you must extend your existing Registration term for 1 year from the date your existing Registration is set to expire, provided that the total unexpired term of the Registration does not exceed 10 years.

3.9 Refusal of Registrar Transfer. DomainPeople reserves the right to deny a Registrar transfer request (i) during the first 60 days after the initial Registration with the original Registrar or after a successful transfer to a Registrar pursuant to ICANN's transfer policy; (ii) in accordance with the circumstances described in this Agreement under the applicable Domain dispute policy; (iii) if there is a pending bankruptcy or insolvency of the Registrant; (iv) if there is a dispute over the identity of the Registrant; (v) by operation of law; or (vi) at the discretion of the then current Registrar. It is the sole responsibility of the Registrant, and not of DomainPeople, to ensure that the Registrar transfer request shall not be denied

for any of the above reasons prior to initiating the Registrar transfer. Registrar transfer fees are not refundable.

3.10 Administration by DomainPeople. You hereby expressly agree that DomainPeople may temporarily change the Whois information to name DomainPeople as the administrative contact for the limited purpose of administrating your Domain. Upon completion of the procedure at hand, DomainPeople shall promptly change the administrative contact back to the administrative contact of record immediately preceding the change made by DomainPeople. Ownership of the Domain shall at all times remain with the Registrant.

3.11 Agency. If you are registering a Domain for someone else, you represent, warrant, and agree that you have the authority to bind that person as a principal to all the terms and conditions of this Agreement and that you shall be jointly and severally liable under this Agreement.

3.12 License to Third Parties. If you license the use of your Domain to a third party ("Licensee"), you represent, warrant, and agree that you nonetheless remain the Registrant and responsible for all obligations under this Agreement, including payment of fees and providing (and updating, as necessary) your full, current, accurate, and complete contact information and administrative, technical, and billing contact information. License of your Domain to Licensees is at your sole risk and you shall abide by the indemnification provisions in this Agreement for the benefit of DomainPeople and the other parties stated therein.

3.13 Parking Pages. DomainPeople reserves the right to redirect at any time any non-resolving Domain to a generic parking page of DomainPeople's choosing. For the purposes of this section, "non-resolving" means a Domain that is registered to you (or by you) and at any given point in time: (i) points at the default nameservers belonging to DomainPeople or an Affiliate of DomainPeople's, (ii) does not have the domain forwarding feature activated, and (iii) does not resolve to a published hosting account or other Web page. You agree that DomainPeople may display advertisements on its parking page(s) and you understand that the advertising on the parking page(s) may be for or include but are not limited to DomainPeople's Web site, DomainPeople's products and services, third party Web sites, third party products and services, and/or commercial search engines. DomainPeople reserves the right to change the content and/or appearance of, or disable in part or entirely, such advertising at any time, at DomainPeople's sole discretion, and without prior notice to you. You agree that all revenue (if any) generated through such parking page(s) shall belong solely to DomainPeople unless otherwise agreed upon between the parties in writing. If you wish to stop your Domain from resolving to a parking page provided by DomainPeople, it is your responsibility to log into your customer interface and change the nameservers for your Domain so that it no longer points at DomainPeople's nameservers.

4. REGISTRATION INFORMATION

4.1 Required Information. As part of your Registration process, you must provide all of the following information (collectively "Registrant Information"):

(i) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the Registrant;
(ii) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the administrative, technical, and billing contacts for the Domain;
(iii) The Internet Protocol (IP) addresses of the primary name server and any secondary name server for the Domain;
(iv) The corresponding names of the name server(s);
(v) Any remark concerning the Domain that should appear in the Whois;
(vi) Any other information that the applicable Registry may require to be submitted to it, including the primary purpose of the Registration.

4.2 Representation & Mandate. The Registrant Information you provide for your Registration shall be true, complete, and correct at all times. In the event of any change to your

Registrant Information during the term of your Registration, you shall update your Registrant Information in the Whois within seven (7) days of such change.

4.3 Failure to Comply. DOMAINPEOPLE RESERVES THE RIGHT TO TAKE ENFORCEMENT AND/OR OTHER MEASURES AGAINST YOU AND YOUR REGISTRATION BASED ON WRITTEN COMPLAINTS FROM THIRD PARTIES ALLEGING FALSE AND/OR INACCURATE WHOIS DATA. WITHOUT LIMITING THE SCOPE OF DOMAINPEOPLE'S RIGHTS, SUCH ENFORCEMENT MEASURES INCLUDE SUSPENSION OR TERMINATION OF YOUR REGISTRATION. YOU ACKNOWLEDGE THAT IF YOU WILLFULLY PROVIDE ANY INACCURATE OR UNRELIABLE INFORMATION, FAIL TO UPDATE INFORMATION WITHIN SEVEN (7) DAYS OF ANY CHANGE, OR FAIL TO RESPOND TO AN INQUIRY BY DOMAINPEOPLE REGARDING THE ACCURACY OF YOUR REGISTRANT INFORMATION WITHIN FIFTEEN (15) DAYS, YOU SHALL BE IN MATERIAL BREACH OF THIS AGREEMENT, WHICH SHALL BE SUFFICIENT CAUSE FOR SUSPENSION OR TERMINATION OF YOUR REGISTRATION. YOU FURTHER AGREE THAT YOUR FAILURE TO RESPOND FOR OVER 15 DAYS TO INQUIRIES MADE BY DOMAINPEOPLE (TO THE E-MAIL ADDRESS OF YOUR ADMINISTRATIVE, BILLING, OR TECHNICAL CONTACT THEN APPEARING IN THE WHOIS DIRECTORY) CONCERNING THE ACCURACY OF ANY INFORMATION RELATING TO YOUR REGISTRATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT, WHICH SHALL BE SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF YOUR REGISTRATION.

4.4 Additional Information. In addition to the information you are required to provide, you agree that DomainPeople may record other information related to your Registration, which may include any or all of the following:

(i) The original creation date of the Registration;
(ii) The submission date and time of the Registration Order (from you to DomainPeople and from DomainPeople to the applicable Registry);
(iii) Communications related to the DNR Services;
(iv) Records of account for your Registration, including dates and amounts of all payments and related transactions;
(v) The expiration date of the Registration;
(vi) Any other information relating to your Registration or other DNR Services.

4.5 Third Party Information. If you provide information about a third party, you hereby represent that you shall have (i) provided prior written notice to the third party of the disclosure and use of that party's information, (ii) provided the third party with the same data processing notices that DomainPeople provides under this Agreement, and (iii) obtained the third party's express prior written consent to the disclosure and use of that party's information.

4.6 Disclosure & Use. You agree to DomainPeople making your Registrant Information (including any update thereto) available to ICANN and the applicable Registry, and their respective designees and agents, and to any other third party as ICANN and applicable laws may require or permit, whether during or after the term of your Registration. You understand and acknowledge that DomainPeople is obligated by ICANN to escrow your Registrant Information with an ICANN accredited data escrow agent, and you agree to such use and disclosure. You further agree to DomainPeople making public, or making directly available to third party vendors, some or all of your Registrant Information for purposes of inspection (such as through DomainPeople's Whois service) or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws. DomainPeople agrees not to process your Registrant Information in a way incompatible with the purposes and limitations set forth in herein. DomainPeople shall comply with applicable privacy laws in its collection, maintenance, and use of your personal information, and DomainPeople agrees to take reasonable precautions to protect your personal information from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

4.7 Ownership of Data. You agree that DomainPeople owns all databases, compilations, collective and similar rights, titles, and interests worldwide in DomainPeople's Domain database (the "Database"), and all information and derivative works generated from the Database. You further agree that DomainPeople owns the following information for those Registrations for which DomainPeople is the Registrar:

(i) The original creation date of the Registration;
(ii) The submission date and time of the Registration Order (from you to DomainPeople and from DomainPeople to the applicable Registry);
(iii) Communications related to the DNR Services;
(iv) Records of account for your Registration, including dates and amounts of all payments and related transactions;
(v) The expiration date of the Registration;
(vi) Any other information relating to your Registration or other DNR Services;
(vii) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the administrative, technical, and billing contacts for the Domain.

4.8 ICANN Requirements. You agree that ICANN may establish guidelines, limits, requirements, Specifications or Policies that relate to the amount and type of information that DomainPeople may or must make available to the public or to private entities, and the manner in which such information is made available. You also agree and consent to any and all such disclosures, uses, guidelines, limits, and restrictions relating to your Registrant Information (including, any and all updates to such information), whether during or after the term of your Registration. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your Registrant Information by DomainPeople.

4.9 Access. You may access your Registrant Information, which is in DomainPeople's possession, to review, modify, or update such information. You can access your Registrant Information by accessing DomainPeople's online account management forms, or similar service, made available at DomainPeople's Web site (http://www.domainpeople.com). You agree that DomainPeople may require documentation satisfactory to DomainPeople evidencing your identity for the purpose of retrieving your information (including driver's license, passport or other government issued photo identification). You agree to provide such documentation as necessary and you further agree that your inability to provide proper identification (such as your username and password) may result in your loss of the Domain.

5. FEES & PAYMENT

5.1 Retail Fees. If you are ordering services directly through the DomainPeople.com retail service, you will be charged the fees per domain name product as listed on our website at http://www.domainpeople.com/domain-names/pricing.html.

5.2 Payment Obligation. You are responsible for paying all fees associated with the DNR Services that DomainPeople charges you. DomainPeople reserves the right to refuse Registration of the Domain(s) submitted in your Registration Order if you have not provided actual payment for the Registration. Payments are always to be in advance and not in arrears.

5.3 Fee Amendments. DomainPeople reserves the right to amend the fees for any or all of the DNR Services at any time and at its sole discretion. Fee changes shall not be retroactively applied to Registrations.

5.4 Non-Refundable. You agree that all fees for DNR Services are non-refundable, in whole or in part, even if your Registration is suspended, terminated, or transferred to a different Registrar prior to the end of your Registration term.

5.5 Charge Backs. If a credit card company executes a charge back on your credit card payment for any of the DNR Services (or similar action by another payment provider approved by DomainPeople), you agree that DomainPeople shall have the right to refuse registration of the Domain, take over control and/or ownership of the Domain, or otherwise make the Domain available to the public, and you shall not make any complaint, claim or challenge against DomainPeople thereto.. You also agree that DomainPeople reserves all rights regarding such Domains including, without limitation, the right to make the Domains

available to other parties for purchase. DomainPeople may reinstate your Registration at DomainPeople's sole discretion and, subject to DomainPeople's receipt of the initial Registration or renewal fee and DomainPeople's then current reinstatement fee.

5.6 Renewals. YOU AGREE THAT FAILURE TO PAY FOR A RENEWAL SHALL RESULT IN THE EXPIRATION OF YOUR REGISTRATION, THUS DISABLING ANY WEBSITE YOU MAY HAVE RESOLVING TO SUCH DOMAIN, AND THE FORFEITURE OF YOUR RIGHTS AND OWNERSHIP IN THE DOMAIN. UPON EXPIRATION OF A REGISTRATION, DOMAINPEOPLE SHALL HAVE THE RIGHT TO DELETE THE DOMAIN, TAKE OVER CONTROL AND/OR OWNERSHIP OF THE DOMAIN, OR OTHERWISE MAKE THE DOMAIN AVAILABLE TO THE PUBLIC AND YOU SHALL NOT MAKE ANY COMPLAINT, CLAIM OR CHALLENGE AGAINST DOMAINPEOPLE THERETO.

5.7 Outstanding Fees. You are responsible for the full and prompt payment of all outstanding fees and/or charges, notwithstanding the termination or expiration of this Agreement or your Registration for any reason.

5.8 Withholding Domains. You agree that your Web host may place a hold on your Domain, thus preventing you from transferring the Domain away from the Web host and/or DomainPeople, if you have outstanding unpaid fees related to your Web host's services. DomainPeople shall have no obligation whatsoever to attempt to override such hold on your Domain.

5.9 Other Services. You understand and acknowledge that any other added services related to your Domain that you subscribe for (including Web hosting services) are completely separate, and thus billed separately, from the DNR Services and that subscription, payment or cancellation of one does not constitute subscription, payment or cancellation of any other.

6. EXPIRATION OF REGISTRATION

6.1 Name Servers & IP Addresses. After expiration of the Registration term, you agree that DomainPeople may direct the Domain to name servers and IP address(es) designated by DomainPeople, including no IP address or to IP address(es) that host parking pages or commercial search engines that may display advertisements. You further agree that DomainPeople may either leave your Whois information as is or change the Whois information for the Domain so that you are no longer the Registrant of record.

6.2 Grace Periods. After expiration of your Registration, you acknowledge that DomainPeople and/or the relevant Registry may each separately provide procedures or grace periods during which expired Registrations may be renewed. You agree that you assume all risks and all consequences, including but not limited to the loss of the Domain, if you wait until close to or after the end of a Registration term to attempt to renew the Registration. You further agree that DomainPeople may, at its sole discretion, choose not to participate in a post-expiration Renewal. You acknowledge that post-expiration Renewals or redemption processes, if any, may involve additional fees. Notwithstanding anything to the contrary, you agree that expired Domains may be made available to be registered or renewed to any party.

6.3 Post-Expiration Rights. After expiration of your Registration, you agree that DomainPeople may (i) delete the Domain, (ii) pay the Registry's Registration fee or otherwise continue the Registration, (iii) list DomainPeople or a third party as the Registrant, (iv) direct the Domain to the name server(s) and IP address(es) designated by DomainPeople, and/or (v) put the Domain up for auction or otherwise sell the Domain. If DomainPeople is named as the Registrant for the Domain after expiration of the Registration, then DomainPeople may, at its sole discretion, provide you with the ability to redeem the Domain for a period not exceeding 27 days in exchange for a redemption fee charged by DomainPeople at its sole reasonable discretion.

7. OTHER DNR-RELATED SERVICES

7.1 Third Party Providers. You agree that certain DNR Services may be provided by third party providers of DomainPeople and that your use of such DNR Services may be subject to further agreements, policies, terms, and conditions in addition to those contained or referenced in this Agreement.

7.2 Proxy Services. For DNR Services where a third party provider of DomainPeople is named in your place ("Proxy Services"), you agree that if DomainPeople or the third party provider of DomainPeople does not receive a response to a communication sent to you within 48 hours of such communication being sent, then the sender of such communication (either DomainPeople or the third party provider) may, at its sole discretion, suspend or terminate its provision of the Proxy Services. You further agree that if DomainPeople provides the Proxy Services, and DomainPeople receives an order from an authoritative body or court of competent jurisdiction to disclose your information as registered in DomainPeople's records, DomainPeople reserves the right to suspend or terminate its provision of the Proxy Services and disclose your information as requested. If the Proxy Services are suspended under this section, DomainPeople also reserves the right to also suspend or terminate the DNR Services entirely.

7.3 Free DNR Services. In consideration for providing additional optional DNR Services for which DomainPeople does not charge additional fees (including URL forwarding, e-mail forwarding or parking page), you agree that DomainPeople may display advertising in conjunction with the free DNR Services through the use of links, pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to e-mails, or other similar advertising means, and that DomainPeople may aggregate related usage data by means of cookies and other similar means. You further agree that such advertising may be for or include DomainPeople's Web site, DomainPeople's products and services, third party Web sites, third party products and services, and/or commercial search engines. DomainPeople reserves the right to change the content and/or appearance of, or disable, such advertising at any time, at DomainPeople's sole discretion, and without prior notice to you. From time to time, DomainPeople may provide you with free or low-cost Domains, in which case such Domains shall be placed in the same account as your other Domain(s) and you shall be listed as the Registrant, although DomainPeople may point the free or low-cost Domains to any IP address it chooses. If you wish to assume control over such Domains, then you must pay the promotional Registration fee or Renewal fee, as applicable, and agree to the terms of this Agreement with respect to such Domains. If you do not want the free or low-cost Domains, then you may request that you be removed as the Registrant and DomainPeople or a third party designated by DomainPeople shall be listed as the new Registrant.

8. INTELLECTUAL PROPERTY

You shall not, at any time during or after the expiration or termination of this Agreement, assert or claim any interest in, or do anything that may adversely affect the validity of, the DP Intellectual Property (including, but not limited to, registering or attempting to register any of DomainPeople's trademarks or marks confusingly similar thereto). DomainPeople shall at all times retain sole and exclusive right, title and ownership in and to all of the DP Intellectual Property.

9. INDEMNITY

You agree to protect, defend, hold harmless, and indemnify DomainPeople, any third party related to DomainPeople or the DNR Services (including, ICANN, the applicable Registry and its third party providers, DomainPeople's third party providers), and each of their respective directors, officers, managers, employees, contractors, agents, and Affiliates from and against any and all liabilities, losses, judgments, damages, claims, causes of actions, costs, and expenses (including but not limited to all reasonable legal fees and expenses) arising out of, related to, or resulting from the Registration or your use the DNR Services. This indemnification is in addition to any indemnification required under the applicable Domain dispute policy. This indemnification obligation shall survive the termination or expiration of this Agreement for whatever reason.

10. DISCLAIMER

DomainPeople makes no warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, or validity of the applications, software, data, or information related to DomainPeople's network, systems, or other DNR Services. DomainPeople provides all DNR Services "as is" and specifically disclaims all warranties of merchantability and fitness for a particular purpose. You understand, acknowledge, and agree that you shall use the DNR Services, and all aspects thereto, at your sole risk. DomainPeople shall not be liable to you or any third party for any loss or damage that may occur because of any (i) loss of Registration or Domain, (ii) access delay or access interruption to DomainPeople's Domain registration system, (iii) non-delivery or mis-delivery of data, (iv) processing of your Registration Order, (v) suspension or termination of your Registration, application of any Domain dispute policy, or (vi) expiration or non-renewal of your Registration. Furthermore, DomainPeople shall not be liable for delays in its performance of this Agreement caused by circumstances beyond its reasonable control ("Force Majeure"), including acts of God, wars, riots, national disasters, shortages of labor or materials, labor disputes, transportation problems, accidents or governmental restrictions. This disclaimer shall survive the expiration or termination of this Agreement for whatever reason.

11. LIMITATION OF LIABILITY

Under no circumstances shall DomainPeople be liable to you or to any third party for any consequential, indirect, special, incidental, reliance, exemplary, or punitive damages arising out of or relating to this Agreement or the DNR Services, whether foreseeable or not, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, damages for loss of data, goodwill, reputation, business, money, or opportunity), even if DomainPeople has been advised of the possibility of such damages. Under no circumstances shall DomainPeople's aggregate liability to you or any third party arising out of or related to this Agreement or DNR Services exceed the aggregate amount of fees paid hereunder regardless of the cause of action. For the purposes of this limitation of liability, "DomainPeople" includes any third party related to DomainPeople or the DNR Services (including, ICANN, the applicable Registry, DomainPeople's third party providers), and each of their respective directors, officers, managers, employees, contractors, agents, and Affiliates. This limitation of liability shall survive the expiration or termination of this Agreement for whatever reason.

12. REPRESENTATIONS & WARRANTIES

12.1 Infringement. You represent, warrant, and agree that you hold the necessary rights to use or permit to use any item, word, or term submitted through the DNR Services, and that such use shall not in any way to the best of your knowledge and belief:

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

12.2 Registration Information. You represent and warrant that all information provided by you in connection with your Registration is, and shall at all times be, true, current, correct, and complete at all times.

13. REVOCATION

13.1 By DomainPeople. DomainPeople reserves the right to immediately suspend, terminate, transfer, or modify your Registration for any reason, including (i) your breach of this Agreement, (ii) your use of the DNR Services in a manner that is in contradiction of applicable laws or customarily acceptable usage policies of the Internet industry, including sending mass unsolicited commercial advertisements or otherwise spamming, making or sending threats, harassments or obscenities, (iii) your use of the DNR Services in connection with unethical activity, (iv) DomainPeople's receipt of a an order from a court of competent jurisdiction or an arbitration award, or (iv) any other grounds that is determined by DomainPeople at its sole reasonable discretion. You agree that you shall not receive any refund whatsoever for any such suspension, termination, transfer, or modification to your Registration.

13.2 By ICANN, Registry, or other Registrar. You agree that your Registration is subject to suspension, termination, transfer, or modification by (i) any ICANN adopted specification, policy, or procedure, (ii) any Registry procedure not inconsistent with an ICANN adopted specification or policy, or (iii) DomainPeople for reasons including correcting mistakes by the Registrar or Registry in registering the Domain or for the resolution of disputes concerning the Domain.

14. NOTICES

You agree that any notice required to be given under this Agreement by DomainPeople to you shall be deemed to have been given if delivered to the contact information contained in the Whois at the time the notice is sent.

15. DISPUTE RESOLUTION

Any and all claims or disputes arising out of or relating in any way to this Agreement, the relationship of the parties under the Agreement, or the DNR Services provided under this Agreement (including but not limited to requests for specific performance) shall be submitted to mandatory binding arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") and conducted pursuant to the AAA's then current Commercial Arbitration Rule (the "Rules"). The arbitration hearing shall be conducted in the English language and shall take place in Chicago, Illinois before a single arbitrator selected in accordance with the Rules. The parties shall each bear the costs of the arbitration in equal shares. The parties shall also bear their own legal fees (including but not limited to attorneys' fees) in connection with the arbitration, and the arbitrator(s) may not reallocate the legal fees in conjunction with their award. Any award rendered by the arbitrator shall be confirmed in a state or federal court of competent jurisdiction in Chicago, Illinois and each party hereby irrevocably submits and consents to, and waives any objection to, personal jurisdiction and venue in such court.

16. MISCELLANEOUS

16.1 Complete Agreement. This Agreement includes the attached Exhibits and Schedules, any amendments as authorized herein, and all other agreements, policies, and documents incorporated into this Agreement by specific reference herein. This Agreement constitutes the complete agreement between you and DomainPeople relating to the subject matter hereof and supersedes all prior and other understandings, representations, warranties, and agreements relating hereto – whether verbal, written, or otherwise.

16.2 Amendments. You may not amend this Agreement except with a written instrument executed by an authorized signatory of DomainPeople.

16.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without giving effect to any rule of conflicts of law. Any action or proceeding seeking to enforce any provision of, or based on any right

arising out of this Agreement may be brought against either of the parties only in the courts of: (i) the state of DomainPeople's principal place of business; or (ii) the state of your principal place of business. Each of the parties consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. This Agreement shall not be governed by or construed in accordance with the United Nations Convention on Contracts for the International Sale of Goods.

16.4 Relationship of the Parties. Nothing in this Agreement shall be construed as creating a relationship of employer and employee, principal and agent, partnership or joint venture between you and DomainPeople. You shall be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of DomainPeople, and vice versa, except as may be expressly provided herein.

16.5 No 3rd Party Beneficiaries. Except as otherwise specifically stated herein, this Agreement is for the sole benefit of you and DomainPeople, and does not create any rights on the part of any third party (including your customers, Licensees, business partners), and you shall not commit any act that would give rise to any such third party rights.

16.6 Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.

16.7 Waiver. Any waiver by DomainPeople of a breach of any provision hereof shall take effect or be binding upon DomainPeople only if expressly waived in writing signed by an authorized signatory of DomainPeople, and such waiver shall extend and apply only to the particular breach so waived and shall not limit or affect DomainPeople's rights in respect of any future breach or in respect of any breach of any other provision hereof.

16.8 Assignment. You may not assign or otherwise transfer your respective rights or obligations under this Agreement without the prior written consent of DomainPeople signed by an authorized signatory of DomainPeople. Any assignment or transfer in violation of this Agreement shall have no effect. This Agreement shall be binding and have effect upon the you and DomainPeople and their respective successors and permitted assigns.

17. CONSTRUCTION & INTERPRETATION

17.1 Reference to Agreement Parts. All references in this Agreement to particular Sections, Titles, and Schedules shall be references to the Section, Titles, and Schedules of this Agreement only – unless specific reference is made otherwise.

17.2 Reference to Entire Agreement. The words "herein", "hereof", "hereto", and "hereunder" and words of similar meaning shall refer to this Agreement in its entirety and not to any particular provision of this Agreement.

17.3. Without Limitation. The word "including" shall not be construed in any way to limit the scope of the term that it reference but shall be construed to mean "including, but not limited to."

17.4 Gender & Plural/Singular. Wherever in this Agreement that the masculine, feminine or neutral gender is used, it shall be construed as including all genders, and wherever the singular is used, it shall be deemed to include the plural and vice versa – where the context so requires.

17.5 Translations. This Agreement is executed in the English language. If there is any discrepancy or conflict between the English version and a version in any other language, then the English version shall be controlling in all respects.

17.6 Contra Proferentum. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

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EXHIBIT 'A'

UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY

Any dispute regarding the right to use your Domain shall be subject to the Uniform Domain Name Dispute Policy ("UDRP") set forth by ICANN (the details of which are available online at http://www.icann.org/en/dndr/udrp/policy.htm). You agree to protect, defend, hold harmless, and indemnify DomainPeople, and DomainPeople's executives, directors, officers, managers, employees, consultants, and agents, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses arising out of or resulting from any and all dispute resolution proceedings. ICANN may modify the UDRP in its sole discretion at any time with or without notice to you or DomainPeople. Your continued Registration of your Domain after modifications to the UDRP become effective constitutes your acceptance of those modifications. If you do not agree to such modifications, you may request that your Domain be deleted.

You agree that you shall be subject to the provisions specified in the UDRP in effect at the time your Domain is challenged by a third party. You also agree that in the event a Domain dispute arises with any third party, you shall protect, defend, hold harmless, and indemnify DomainPeople, and DomainPeople's executives, directors, officers, managers, employees, consultants, and agents, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses arising out of or resulting from any and all dispute resolution proceedings.

1. PURPOSE

This UDRP has been adopted by ICANN, and sets forth the terms and conditions in connection with any dispute between you and any party other than DomainPeople (the "Registrar") over the Registration and use of a Domain registered by you. Proceedings under the UDRP shall be conducted according to the Rules for Uniform Domain Dispute Resolution Policy (the "Rules of Procedure"), which are available at http://www.icann.org/en/dndr/udrp/uniform-rules.htm, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. YOUR REPRESENTATIONS

By applying to register a Domain, or by asking DomainPeople to maintain or renew a Registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Order and Registration are complete, current, and accurate; (b) to your knowledge, the Registration and use of the Domain shall not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the Domain for an unlawful purpose; and (d) you shall not knowingly use the Domain for any unlawful purpose or in violation of any applicable law or regulation. It is your sole responsibility to determine whether your Registration infringes or violates someone else's rights.

3. CANCELLATIONS, TRANSFERS, & CHANGES

We shall cancel, transfer, or otherwise modify Registrations under the following circumstances:
a. Subject to the provisions of section 8 of this Exhibit 1, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;

b. Our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

c. Our receipt of a decision of an administrative panel requiring such action in any administrative proceeding to which you were a party and which was conducted under the UDRP or any later version of the UDRP adopted by ICANN. (See sections 4(i)&(k) below.)

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

4. MANDATORY ADMINISTRATIVE PROCEEDING

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

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

(i) your Domain is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
(ii) you have no rights or legitimate interests in respect of the Domain; and
(iii) your Domain has been registered and is being used in bad faith.

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

b. ***Evidence of Registration & Use in Bad Faith.*** For the purposes of section 4.a.(iii), the following circumstances (in particular, but without limitation) shall be evidence of the Registration and use of a Domain in bad faith, if they are found by the panel ("Administrative Panel") that shall decide the dispute to be present:

(i) circumstances indicating that you have registered or you have acquired the Domain primarily for the purpose of selling, renting, or otherwise transferring the Registration to the Complainant who is the owner of the trademark or service mark, or to a competitor of that Complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the Domain; or
(ii) you have registered the Domain in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding Domain, provided that you have engaged in a pattern of such conduct; or
(iii) you have registered the Domain primarily for the purpose of disrupting the business of a competitor; or
(iv) by using the Domain, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location, or of a product or service on your web site or location.

c. ***Demonstrating Rights to & Legitimate Interests in the Domain in Responding to a Complaint.*** When you receive a complaint, you should refer to paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances (in particular, but without limitation) shall demonstrate your rights or legitimate interests to the Domain for purposes of Paragraph 4(a)(ii), if found by the Administrative Panel to be proved based on its evaluation of all evidence presented:

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the Domain or a name corresponding to the Domain in connection with a bona fide offering of goods or services; or
(ii) you (as an individual, business, or other organization) have been commonly known by the Domain, even if you have acquired no trademark or service mark rights; or
(iii) you are making a legitimate non-commercial or fair use of the Domain, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. ***Selection of Provider.*** The Complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider shall administer the proceeding, except in cases of consolidation as described in section 4.f.

e. ***Initiation of Proceeding & Process & Appointment of Administrative Panel.*** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the Administrative Panel.

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

g. ***Fees.*** All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to the UDRP shall be paid by the Complainant, except in cases where you elect to expand the Administrative Panel from one (1) to three (3) panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees shall be split evenly by you and the complainant.

h. ***DomainPeople's Involvement in Administrative Proceedings.*** DomainPeople does not, and shall not, participate in the administration or conduct of any proceeding before an Administrative Panel. Moreover, DomainPeople shall not be liable as a result of any decision rendered by the Administrative Panel.

i. ***Remedies.*** The remedies available to a Complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your Domain or the transfer of your Registration to the complainant.

j. ***Notification & Publication.*** The Provider shall notify DomainPeople of any decision made by an Administrative Panel with respect to a Domain you have registered with DomainPeople. All decisions under the UDRP shall be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

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

5. ALL OTHER DISPUTES & LITIGATION

All other disputes between you and any party, other than DomainPeople, regarding your Registration that are not brought pursuant to the mandatory administrative proceeding provisions of section 4 of Exhibit 1 shall be resolved between you and such other party through any court, arbitration, or other proceeding that may be available.

6. DOMAINPEOPLE'S INVOLVEMENT IN DISPUTES

DomainPeople shall not participate in any way in any dispute between you and any party other than DomainPeople regarding the Registration and use of your Domain. You shall not name DomainPeople as a party or otherwise include DomainPeople in any such proceeding. In the event that DomainPeople is named as a party in any such proceeding, DomainPeople reserves the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend DomainPeople.

7. MAINTAINING THE STATUS QUO

DomainPeople shall not cancel, transfer, activate, deactivate, or otherwise change the status of any Registration under the UDRP except as provided in section 3 of this Exhibit 1 or as otherwise provided in the Rules of Procedure.

8. TRANSFERS DURING A DISPUTE

a. ***Transfers of a Domain to a New Holder.*** You may not transfer your Registration to another holder (i) during a pending administrative proceeding brought under the UDRP or for a period of fifteen (15) business days (as observed in the location of DomainPeople's principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your Domain unless the party to whom the Registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. DomainPeople reserves the right to cancel any transfer of a Registration to another holder that is made in violation of this subsection 8.a.

b. ***Changing Registrars.*** You may not transfer your Registration to another registrar during a pending administrative proceeding brought under the UDRP or for a period of fifteen (15) business days (as observed in the location of DomainPeople's principal place of business) after such proceeding is concluded. You may transfer administration of your Registration to another registrar during a pending court action or arbitration, provided that the Domain you have registered with DomainPeople shall continue to be subject to the proceedings commenced against you in accordance with the terms of the UDRP. In the event that you transfer a Registration to DomainPeople during the pendency of a court action or arbitration, such dispute shall remain subject to the Domain dispute policy of the registrar from which the Registration was transferred.

9. POLICY MODIFICATIONS

You acknowledge that ICANN reserves the right to modify the UDRP and/or the Rules of Procedure at any time with the permission of ICANN. DomainPeople shall be obligated to abide by the most recent version of the UDRP and the Rules of Procedure as posted on ICANN's Web Site. Notwithstanding the foregoing, the version of the Dispute Policy in effect at the time a submission of a complaint to a Provider is first invoked shall apply to that dispute until the dispute is over. Once the dispute is over, any and all subsequent updates or modifications shall be binding upon you with respect to your Registration. In the event that you object to any change in this Dispute Policy, your sole remedy is to cancel your Registration with DomainPeople, provided that you shall not be entitled to any refund of any fees you paid to DomainPeople. The revised Dispute Policy shall apply to you until you cancel your Registration.

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EXHIBIT 'B'

CHARTER ELIGIBILITY DISPUTE RESOLUTION POLICY

This Policy is incorporated in this agreement with registrants concerning domain-name registrations in Sponsored TLDs (the "Registration Agreement"). "You" and "your" refer to the registrant. "Us" "our" and "we" refer to DomainPeople, Inc.

1. Purpose. This Charter Eligibility Dispute Resolution Policy (the "Policy") is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with disputes over the registration and use of an Internet domain name, registered by you in the

Sponsored TLD. The proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Charter Eligibility Dispute Resolution Policy (the "CEDRP Rules"), which are available at <URL to be specified by ICANN>, and the selected administrative dispute resolution service provider's supplemental rules. For the purposes of this Policy, the term "Registered Name" means a domain name registration in the Sponsored TLD.

2. Your Representations. By applying to register a domain name within the Sponsored TLD (a "Registered Name"), or by asking us to maintain or renew a Registered Name, you hereby represent and warrant to us that, to your knowledge, the registration of your Registered Name conforms to the eligibility requirements set forth in the Sponsored TLD Charter (the "Eligibility Requirements").

3. Cancellations. We will cancel Registered Names upon our receipt of a decision of a CEDRP Provider requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy. (See Paragraph 5(e) below.) We may also cancel a Registered Name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding. This paragraph sets forth the types of disputes for which you are required to submit to a mandatory administrative proceeding under this Policy. These proceedings will be conducted before a CEDRP Provider that has been approved by the Internet Corporation for Assigned Names and Numbers ("ICANN"). A list of CEDRP Providers is available at <www.icann.org/cedrp/approved-providers.htm>.

(a) Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "Complainant") asserts to the applicable CEDRP Provider, in compliance with the CEDRP Rules that your Registered Name does not meet the Eligibility Requirements; in the administrative proceeding, the Complainant must prove this element.

(b) Registered Name Disputes: Evidence of Registration in Violation of the Eligibility Requirements. For the purposes of Paragraph 4(a), if the Panel of the CEDRP Provider finds that your Registered Name does not meet the Eligibility Requirements, then such finding shall be evidence that your Registered Name violated the Eligibility Requirements. If the Panel finds that your Registered Name violated the Eligibility Requirements, the Panel shall exercise the remedy set forth in Section 5(e).

(c) Registered Name Disputes: How to Demonstrate Your Rights to and Legitimate Interests in the Registered Name in Responding to a Complaint. For the purposes of Paragraph 4(a), when you receive a complaint, you should refer to the CEDRP Rules in determining how your response should be prepared.

5. Procedure.

(a) Selection of CEDRP Provider. The Complainant shall select the CEDRP Provider from those on the list of CEDRP Providers available at <www.icann.org/cedrp/approved-providers.htm> by submitting the complaint to that CEDRP Provider. The selected CEDRP Provider will administer the proceeding.

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

(c) Fees. All fees charged by a CEDRP Provider in connection with any dispute before a Panel shall be paid in accordance with the CEDRP Rules.

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

(e) Remedy. The remedy available to a Complainant pursuant to any proceeding before a Panel shall be limited to the cancellation of your Registered Name.

(f) Notification and Publication. The CEDRP Provider shall notify us and ICANN of any decision made by a Panel with respect to a Registered Name. All decisions under this Policy will be published in full over the Internet, except when a Panel determines in an exceptional case to redact portions of its decision.

6. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your Registered Name that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

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

8. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any Registered Name under this Policy except as provided in Paragraph 3 above.

9. Changing Registrars During a Dispute. You may not transfer your Registered Name to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded.

10. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at http://www.domainpeople.com/legal/registration-agreement.html at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a CEDRP Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any Registered Name dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your Registered Name, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your Registered Name.

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SCHEDULE '1'

PROVISIONS SPECIFIC TO ".CA" TLDs

The provisions of this Schedule is specific to the Internet .ca ccTLD domain name or sub domain name, as well as your registration of that domain name. To complete the registration process for a .ca ccTLD, you must also have read, understood, and agreed to be bound by all terms and conditions of the Canadian Internet Registration Authority ("CIRA") dispute resolution policy (the "Dispute Policy") that is incorporated herein and made a part of this Agreement by reference and can be viewed on the CIRA website (www.cira.ca), and any rules or policies that are or may be published by DomainPeople from time to time.

1. Company Abstract

DomainPeople is a certified registrar with CIRA for the .ca ccTLD. and has been granted full rights to provide Internet domain registration services for second-level domain names and sub domain names within the .ca top-level domain. CIRA oversees the domain name system management for .ca ccTLD.

As a CIRA certified domain name registrar, DomainPeople is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations DomainPeople registers for .ca are not effective until DomainPeople has delivered the required

domain name registration information you provide DomainPeople to the CIRA for the .ca ccTLD, as applicable, and CIRA for the .ca ccTLD (currently CIRA) puts into effect your domain name registration. You agree and acknowledge that DomainPeople is not liable or responsible in any way for any errors, omissions or any other actions by the CIRA arising out of or related to your application and receipt of, or failure to receive, a domain name registration.

You further agree to indemnify, defend and hold harmless CIRA and DomainPeople and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

2. Fees

You or the .ca Registrar Service Provider (RSP) on your behalf, will be responsible to pay for all fees associated with domain name services provided by DomainPeople. You will be notified directly by DomainPeople or your RSP when renewal fees are due, and it shall be your responsibility to ensure that such fees are paid. Payment must be made by credit card or such other method as DomainPeople may indicate in the registration renewal form. Should these fees go unpaid by the time specified in the renewal notice, your registration will be cancelled. You agree that DomainPeople shall have no liability whatsoever with respect to any such cancellation. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term. DomainPeople reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion.

Your requested domain name will not be registered unless DomainPeople receives actual payment of the registration fee, or reasonable assurance of payment of the registration fee from some other entity (such reasonable assurance as determined by DomainPeople in its sole discretion).

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with the payments of the registration fee for your domain name registration, you agree and acknowledge that the domain name registration shall be transferred to DomainPeople as the paying entity for that registration to CIRA and that DomainPeople reserves all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. DomainPeople will reinstate your domain name registration solely at its discretion, and subject to the receipt of the initial registration or renewal fee and our then-current reinstatement fee. The reinstatement fee is currently set at US$200.

3. Dispute Policy

You agree to be bound by any dispute resolutions which CIRA may adopt from time to time, including but limited to the CIRA Dispute Policy. The CIRA Dispute Policy can be found at the CIRA website http://www.cira.ca. Any disputes regarding the right to use your domain name will be subject to the Dispute Policy. You agree to indemnify DomainPeople against all claims, demands, and proceedings.

You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name is challenged by a third party. You also agree that in the event a domain name dispute arises with any third party, you will indemnify and hold DomainPeople harmless pursuant to the terms and conditions contained in the Dispute Policy.

4. Changes to Registration Agreement and Dispute Policy

You acknowledge and accept that the domain name system and the practice of registering and administering domain names are evolving, and therefore you agree that DomainPeople may modify this Agreement if necessary to comply with its obligations as required by CIRA, and any other agreements that DomainPeople is currently bound by or will be bound by in the future, as well as to adjust to changing business circumstances. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement with the new modifications. If you do not agree to any of such changes, you may request that your domain name registration be cancelled or transferred to a different domain name registrar. You agree that such cancellation or request for

transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy.

5. Domain Name Registration Information and Its Use

You acknowledge and agree that DomainPeople will make available domain name registration information you provide or that DomainPeople otherwise maintains to CIRA, to the registry administrator(s), and to other third parties as CIRA and applicable laws may require or permit. You further agree and acknowledge that DomainPeople may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by CIRA and applicable laws.

Additionally, you acknowledge and accept that CIRA may establish guidelines, limits and/or requirements that relate to the amount and type of information that DomainPeople may or must make available to the public or to private entities, and the manner in which such information is made available.

You may access your domain name registration information in DomainPeople's possession to review, modify or update such information, by accessing the DomainPeople Account Management online forms, or similar service, made available at our Web site (http://www.domainpeople.ca).

DomainPeople will take reasonable precautions to protect the information it obtains from you from DomainPeople's loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

You agree and accept that you will not submit an application for registration or a domain name or the renewal, transfer, modification or cancellation of a domain name registration or any other request or transaction with respect to a domain name registration on behalf of a non-existent individual, a corporation, a partnership, a trust, an unincorporated organization, association or club, the government of a country or any political subdivision thereof, or any agency or department of any such government, any of the individuals or entities listed in the Canadian Presence Requirements for Registrants and the executors, administrators or other legal representatives of an individual in any of such capacities ("Person") or on behalf of any Person which has not requested that you make such application or request on behalf of such Person.

You agree and accept that you will not engage in any direct or indirect activity which is designed to bring, or may have the effect of bringing, DomainPeople or CIRA into disrepute or which interferes with DomainPeople or CIRA's operations.

6. Required CIRA Terms

(a) CIRA may, at its option, extend any period for the registration of a domain name at no charge to you (the "Registrar") or DomainPeople for such further period of time as CIRA may determine, in its sole discretion;

(b) The Registrant agrees that neither CIRA nor DomainPeople shall be liable to the Registrant 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 failure or refusal to renew a domain name registration, 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 or CIRA's cancellation of a domain name registration from the registry;

(c) In no event shall the Registrant pursue any claim against CIRA or DomainPeople, and in no event shall CIRA or DomainPeople 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 DomainPeople of its obligations under any agreement between DomainPeople and the Registrant or the Registrar Agreement between CIRA and DomainPeople (the "CIRA Registrar Agreement");

(d) Registration of the Registrant's selected domain name in its first application to CIRA shall not be effective until the Registrant has entered into and agreed to be bound by CIRA's Registrant Agreement. CIRA's Registrant Agreement is located on the CIRA website at http://www.cira.ca;

(e) DomainPeople shall immediately give notice to the Registrant in the event that DomainPeople 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 DomainPeople 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 Registrant thereof;

(f) In the event that DomainPeople 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 DomainPeople is terminated or expires, each Registrant 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 the Registrant by (i) DomainPeople or (ii) CIRA in accordance with CIRA's then current Registration Rules; 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 the Registrant 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 CIRA Registration Rules;

(g) The Registrant acknowledges and agrees that, should there be insufficient funds prepaid by DomainPeople 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 DomainPeople, stop effecting registrations of domain names and transfers, renewals, modifications and cancellations of domain name registrations requested by DomainPeople and stop performing other billable transactions requested DomainPeople not paid in full and CIRA may terminate the CIRA Registrar Agreement;

(h) The Registrant 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
(iii) unlawfully discriminate or contribute to the unlawful discrimination of any other Person;

(i) The Registrant agrees 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 a registrant, 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 indicium 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 DomainPeople, including without limitation, the Certification and Re-certification Requirements, the Registration Rules, the Fees and the other Rules and Procedures and to adopt new Rules and Procedures not yet in effect. Any such amendment will be binding and effective on DomainPeople thirty (30) days after CIRA gives notice of such amendment by email to DomainPeople. DomainPeople and the Registrant agree to promptly amend the agreement between DomainPeople and the Registrant to reflect any amendments to Section 4.2 of the CIRA Registrar Agreement; and

(k) The Registrant acknowledges and agrees that registration of a domain name does not create any proprietary right for any Registrant, DomainPeople 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" look up system of the Registry shall not be construed as evidence or ownership of the domain name registered as a domain name. The Registrant 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.

7. Agents and Licenses

You agree that, if you are registering a domain name for someone else, you represent that you have the authority to bind that person as a principal to all terms and conditions provided herein, including the CIRA Dispute Policy.

You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate administrative, technical, and billing contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

8. Breach and Revocation

DomainPeople reserves the right to suspend, cancel, transfer or modify your domain name registration for reasons including but not limited to:

(a) your material breach of this Agreement (including the Dispute Policy) and not curing such breach within thirty (30) days of notice by DomainPeople;
(b) your use of the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet;
(c) your use of your domain name in connection with unlawful activity; or
(d) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement.

You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any CIRA procedure, by any registrar (including DomainPeople) or registry administrator procedures approved by a CIRA-adopted policy, (i) to correct mistakes by DomainPeople, another registrar or the registry administrator in administering the name or (ii) for the resolution of disputes concerning the domain name.

You also agree that DomainPeople shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as DomainPeople receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

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SCHEDULE '2'

PROVISIONS SPECIFIC TO ".BIZ" TLDs

a. *".BIZ" Restrictions of Use.* Registrations in the ".BIZ" TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the ".BIZ" Registration restrictions, the "bona fide business or commercial purposes" shall mean the bona fide use or bona fide intent to use the Domain or any content, software, materials, graphics, or other information therein to permit Internet users to access one or more host computers through the Domain Name System ("DNS") to exchange, or facilitate the exchange of, goods, services, information, or property of any kind, or to carry on in the ordinary course of trade or business. Registering a Domain solely for the purposes of offering, selling, trading, or leasing the Domain for compensation does not constitute a "bona fide business or commercial purpose" of that Domain.

b. *".BIZ" Certification.* As a ".BIZ" Registrant, you hereby certify that to the best of your knowledge:

1. the Domain shall be used primarily for bona fide business or commercial purposes, where a bona fide business use is one of the following:
   (a) to exchange of goods, services, or property of any kind;
   (b) in the ordinary course of trade or business; or
   (c) to facilitate (i) the exchange of goods, services, information, or property of any kind; or (ii) the ordinary course of trade or business;
2. the Domain shall not be used exclusively for personal use;
3. the Domain shall not be used solely for the purposes of offering, selling, trading, or leasing the Domain for compensation;
4. the Registrant has the authority to enter into the Registration agreement; or
5. the Domain is reasonably related to the Registrant's business or intended commercial purpose at the time of Registration.

c. *Provision of Registration Data.* As part of the Registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following:

1. your full name;
2. your postal address;
3. your e-mail address;
4. your voice telephone number;
5. your fax number (if applicable);
6. the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation;
7. the IP addresses of the primary nameserver and any secondary nameserver for the Domain;
8. the corresponding names of the primary and secondary nameservers;
9. the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the Domain; and
10. any remark concerning the Domain that should appear in the Whois directory.

You agree and understand that the foregoing Registration data shall be publicly available and accessible on the Whois directory as required by ICANN and/or Registry policies, and may be sold in bulk in accordance with the ICANN agreement.

d. *Inaccurate or Unreliable Data.* You hereby represent and warrant that the data provided in the Registration Order is and shall continue to be true, current, complete, and accurate at all times. The following shall constitute breach of this Agreement with regards to your provision of information:

1. Your provision of any false, outdated, incomplete, unreliable, or inaccurate information;
2. Your failure to promptly update any information provided to DomainPeople;
3. Your failure to respond, for over five (5) calendar days, to DomainPeople's inquiries addressed to the e-mail address of the administrative, billing, or technical contact then appearing in the Whois directory with respect to a Domain concerning the accuracy of contact details associated with any Registration by or through you or your account.

Any information collected by us concerning an identified or identifiable natural person ("Personal Data") shall be used in connection with the Registration and for the purposes of this Agreement, and as required or permitted by the ICANN agreement or any ICANN and/or Registry policies.

e. *".BIZ" Domain Dispute Policy.* If you reserved or registered a ".BIZ" Domain through us, you agree to be bound by the Dispute Policy contained in this Agreement. 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) Uniform Domain Dispute Resolution Policy ("UDRP"), available at http://www.icann.org/udrp/udrp.htm; and (ii) Restrictions Dispute Resolution Policy ("RDRP"), available at http://www.neustarregistry.biz/node/51.

f. ***"UDRP".*** The UDRP sets forth the terms and conditions in connection with a dispute between Registrant and any party other than the Registry or registrar over the Registration and use of an Internet Domain registered by you.

g. ***"RDRP".*** The RDRP sets forth the terms and conditions under which any allegation that a Domain is not used primarily for business or commercial purposes shall be enforced on a case-by-case and fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Registration restrictions shall be enforced directly by or through the Registry. The Registry shall not review, monitor, or otherwise verify that any particular Domain is being used primarily for business or commercial purposes or that a Domain is being used in compliance with the SUDRP or UDRP processes.

h. ***Dispute Policy Modifications.*** You agree that DomainPeople, at DomainPeople's sole discretion, may modify the Dispute Policy. DomainPeople shall post any such modification on the DomainPeople's web site (the "Web Site") at least thirty (30) calendar days before the modification becomes effective. You agree that, by maintaining the reservation or Registration of your Domain after modifications to the Dispute Policy become effective, you have agreed to these modifications. If you do not agree to any such modification, you may terminate this Agreement. We shall not refund any fee paid by you if you terminate this Agreement.

i. ***Domain Disputes.*** You agree that, if your use of the DNR Services is challenged by a third party, you shall be subject to the provisions specified in the Dispute Policy in effect at the time of the third party challenge. You agree that in the event a Domain dispute arises with any third party, you shall indemnify and hold DomainPeople, and DomainPeople's executives, directors, officers, managers, employees, consultants, and agents, harmless pursuant to this Agreement. If DomainPeople is notified that a complaint has been filed with a judicial or administrative body regarding your use of the DNR Services, you agree not to make any changes to your Domain record without DomainPeople's prior approval. DomainPeople reserves the right to deny you permission to make changes to such Domain record until (i) DomainPeople is directed to do so by the judicial or administrative body, or (ii) DomainPeople receives notification by you and the other party contesting your Registration and use of the DNR Services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your Registration and use of the DNR Services, we may deposit control of your Domain record into the Registry of the judicial body by supplying a party with a registrar certificate from us.

j. ***Reservation of Rights.*** DomainPeople and the ".BIZ" Registry (NeuStar, Inc.) expressly reserve the right to deny, cancel, transfer, or modify any Registration that DomainPeople or the ".BIZ" Registry 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 DomainPeople and/or NeuStar, Inc., as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. DomainPeople and NeuStar, Inc. also reserve the right to freeze a Domain during resolution of a dispute.

k. ***Registration Term.*** Registration terms range from two (2) to ten (10) years for ".BIZ" Domains.

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SCHEDULE '3'

PROVISIONS SPECIFIC TO ".INFO" TLDs

In the case of a ".INFO" TLD Registration, the following additional terms and conditions shall apply:

a. ***Registrant's Personal Data.*** You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Afilias, the ".INFO" Registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract.

b. *Submission to UDRP.* Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") and comply with the requirements set forth by Afilias for Domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification.

c. *Registration Information.* Registrant agrees to immediately correct and update the Registrant Information for the registered name during the Registration term. Failure to correct such information shall constitute a breach of this Agreement.

d. *Disclaimer of Liability.* Registrant acknowledges that Afilias, the Registry for ".INFO", shall have no liability of any kind for any loss or liability resulting from the proceedings and processes related 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.

e. *Reservation of Rights.* Registrar and Afilias, the Registry for ".INFO", expressly reserve the right to deny, cancel, transfer, or modify any Registration that either registrar or Afilias deems necessary, at its discretion, to protect the integrity and stability of the Registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afilias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afilias also reserve the right to freeze a Domain during resolution of a dispute.

f. *Registration Term.* Registration terms range from two (2) to ten (10) years for ".INFO" Domains with the exception of ".INFO" Sunrise Domains, which have a registration range of five (5) to ten (10) years.

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SCHEDULE '4'

PROVISIONS SPECIFIC TO ".US" TLDs

In the case of a ".US" TLD Registration, the following additional terms and conditions apply shall:

a. *Eligibility to Register.* To be eligible to register a ".US" Domain, you must be a U.S. citizen or resident, or a business or organization, including federal, state, and local government with a bona fide presence in the U.S. Therefore, if you are registering a ".US" Domain, you certify and warrant that you satisfy at least one of the following U.S. Nexus Requirements ("Nexus Requirements"):

1. *Category 1* – A natural person (1) who is a citizen or permanent resident of the U.S. or any of its possessions or territories or (2) whose primary place of domicile is in the U.S. or any of its possessions, or
2. *Category 2* – Any entity or organization (1) that is incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the U.S. possessions or territories, or (2) organized or otherwise constituted under the laws of a state of the U.S., the District of Columbia, or any of its possessions or territories, or
3. *Category 3* – An entity or organization (including federal, state, or local government of the U.S., or a political subdivision thereof) that has a bona fide presence in the U.S. See section B.3.1 of the NeuStar proposal to the Department of Commerce (found at http://www.neustar.us./policies/index.html) for details concerning what constitutes a "bona fide presence."

b. *Maintenance of Eligibility.* You agree to continually satisfy the requirement that all ".US" Domain Registrants maintain the Nexus Requirements.

c. *Additional Requirements.* Registrants are required to provide certain additional Nexus information. Except where noted that a Registration shall be denied if information is missing, failure

of a Registration to satisfy Nexus Requirements shall result in the Domain being placed upon a thirty (30) day hold during which time the Registrant shall be notified and given the opportunity to correct the information. If Registrant takes no action within the thirty (30) day period, the Registration shall be cancelled and the Domain shall be returned to available status. The Registration fee shall not be refunded. If, on the other hand, the Registrant is able to demonstrate compliance with the requirement and the information is corrected, the hold shall be released and the Domain shall be registered. The Registrant must also satisfy the following additional conditions for the applicable Nexus Category:

1. Certification that the Registrant satisfies the Nexus Requirements. If not completed, then Registration shall be cancelled;
2. Basis for compliance (Nexus Requirement Category 1, 2, or 3);
3. Certification that the listed name servers are located within the U.S. If not completed, then Registration shall be rejected.

d. ***Sunrise Period.*** During the Sunrise Period, you shall be able to submit only one (1) Registration Order for each Domain based on the corresponding trademark serial number. If you submit more than one (1) Registration Order for the same Domain based on the same trademark registration, only one of those Applications (as determined by DomainPeople) shall be included in the final randomization.

e. ***Eligibility for Sunrise.*** To be eligible for the Sunrise Period, your trademark application or registration must be contained in the Principal register at the United States Patent and Trademark Office ("USPTO"). The trademark registration or application must be based on words or textual marks, not on logos or designs. For the purposes of the Sunrise Period, trademarks and service marks are treated the same way.

f. ***Trademark International Class.*** The "Trademark International Class" field must contain at least one (1) of the following valid codes:
Class 1: Chemicals
Class 2: Paints
Class 3: Cosmetics and Cleaning Preparations
Class 4: Lubricants and Fuels
Class 5: Pharmaceuticals
Class 6: Metal Goods
Class 7: Machinery
Class 9: Electrical and Scientific Apparatus
Class 10: Medical Apparatus
Class 11: Environmental Control Apparatus
Class 12: Vehicles
Class 13: Firearms
Class 14: Jewelry
Class 15: Musical Instruments
Class 16: Paper Goods and Printed Matter
Class 17: Rubber Goods
Class 18: Leather Goods
Class 19: Nonmetallic Building Materials
Class 20: Furniture and Articles not otherwise classified
Class 21: Housewares and Glass
Class 22: Cordage and Fibers
Class 24: Fabrics
Class 25: Clothing
Class 27: Floor Coverings
Class 28: Toys and Sporting Goods
Class 29: Meats and Processed Foods
Class 30: Staple Foods
Class 31: Natural Agricultural Products
Class 32: Light Beverages
Class 33: Wine and Spirits
Class 34: Smokers' Articles
Class 35: Advertising and Business
Class 36: Insurance and Financial

Class 37: Building Construction and Repair
Class 38: Telecommunications
Class 39: Transportation and Storage
Class 40: Treatment of Materials
Class 41: Education and Entertainment
Class 42: Miscellaneous
Class 200: Collective Trademarks or Service Marks
Class A: Goods Certification Mark
Class B: DNR Services Certification Mark

If you have applied for, or have already registered, a trademark with the USPTO in more than one (1) International Class of Goods and DNR Services, you only need to list one (1) International Class of Goods or DNR Services on your Registration Order.

g. *Domain Dispute Resolution*. Any dispute regarding your .US Domain will be governed by the terms of the United States Dispute Resolution Policy ("usDRP") and/or the Nexus Dispute Policy ("NDP") as applicable. You understand and agree that, in the event of a dispute, you will comply with the terms of the applicable policy as identified at:

(i) **usDRP** at http://www.neustar.us/ustld-dispute-resolution-policy/
(ii) **NDP** at http://www.neustar.us/nexus-dispute-policy/

In the event that a third party submits to the ".US" TLD Administrator ("Administrator") a dispute regarding your .US Domain, DomainPeople shall place the Domain in "Registry Hold" until the matter is resolved. While the Domain is on Registry Hold, the you must not change any of the contact information for that particular Domain, or transfer the Domain to any third party. You understand and agree that the decision of the usDRP or the NDP process is final, and you further understand and agree that such decision may result in the deletion of the Domain from the Registry such that it becomes available to the public. You expressly agree that DomainPeople shall not be liable for a deletion or termination of a Registration as a result of the usDRP or NDP process.

h. *Reservation of Rights.* The Administrator reserves the right to modify the usDRP or NDP at any time. The Administrator shall post its revisions on the Administrator's web site (above) at least thirty (30) days before it becomes effective. The Administrator also reserves the right to deny, cancel, transfer, or modify 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 law, government rule or requirement, request of law enforcement, in compliance with any dispute resolution process, (3) to avoid any liability, civil or criminal, on the part of the Administrator, 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 Administrator or any registrar in connection with Registration. The Administrator also reserves the right to freeze a Domain during resolution of a dispute.

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SCHEDULE '5'

PROVISIONS SPECIFIC TO ".CN" TLDs

In the case of a ".CN" TLD Registration, the following additional terms and conditions shall apply:

a. *Representations and Warranties*. You represent and certify that, to the best of your knowledge and belief, (i) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party, (ii) you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder, (iii) you are of legal age to enter into this Agreement, and (vi) you agree to comply with all applicable laws, regulations and policies of the Peoples Republic of China's governmental agencies and the China Internet Network Information Center ("CNNIC"), including but not limited to the following rules and regulations: (i) China Internet Domain Name Regulations (currently at http://www.cnnic.net.cn/html/Dir/2005/03/24/2861.htm); (ii) CNNIC Detailed Rules of Internet Domain Name Registration Administration (currently at

http://www.cnnic.cn/html/Dir/2003/11/20/1379.htm); (iii) CNNIC Domain Name Dispute Resolution Policy (currently at http://www.cnnic.net.cn/html/Dir/2003/12/12/1977.htm); and (iv) Rules for CNNIC Domain Name Dispute Resolution Policy (currently at http://www.cnnic.net.cn/html/Dir/2006/03/15/3655.htm).

b. *Provision of Registration Data*. As part of the registration process, you are required to provide DomainPeople with any other data that CNNIC, as the Registry, requires be submitted to it. You agree and understand that the foregoing Registration data shall be publicly available and accessible on the Whois directory pursuant to the CNNC Policy. Any information collected by DomainPeople concerning an identified or identifiable natural person ("Personal Data") shall be used in connection with the Registration of your Domain(s) and for the purposes of this Agreement and as required or permitted by the CNNIC.

c. *Business or Organization Representation.* The ".CN" TLD space is intended for businesses and organizations and not for individual use. By registering a ".CN" Domain, you hereby represent that you have registered the Domain on behalf of a business or organization.

d. *Maximum Term.* The maximum term for a Domain Registration in the ".CN" TLD shall be five (5) years. Registrations shall be available for terms of one (1), two (2), three (3), four (4), and five (5) years.

e. *Prohibited Uses for ".CN" Domains.* You may not register or use a Domain that is deemed by CNNIC to:

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

f. *True Registrant of Domain.* By registering a ".CN" Domain, you shall be responsible for providing full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Domain. You accept liability for harm caused by wrongful use of the Domain.

g. *Domain Dispute Policy.* If you have registered a second or third-level ".CN" Domain through DomainPeople, you agree to be bound by the *CNNIC Domain Name Dispute Resolution Policy* & *Rules for CNNIC Domain Name Dispute Resolution Policy ("CNNIC Dispute Policy"),* http://www.cnnic.net.cn/ruler/20.shtml, which 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 policies of the CNNIC, as they may be amended from time to time, and which are hereby incorporated and made an integral part of this Agreement.

h. *Domain Disputes.* You agree that, if your use of DomainPeople's DNR Services is challenged by a third party, you shall be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute. You agree that in the event a Domain arises with any third party, you shall indemnify and hold DomainPeople, CNNIC, and NeuStar, Inc. ("Registry Gateway Provider"), harmless pursuant to the terms and conditions set forth in this Agreement. If DomainPeople is notified that a complaint has been filed with a judicial or administrative body regarding your use of DomainPeople's DNR Services, you agree not to make any changes to your domain name record without our prior approval. DomainPeople may, at its sole discretion, not allow you to make changes to such Domain record until (i) DomainPeople is directed to do so by the judicial or

administrative body, or (ii) DomainPeople receives notification by you and the other party contesting your Registration and use of DomainPeople's DNR Services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your Registration and use of DomainPeople's DNR Services, DomainPeople may deposit control of your Domain record into the registry of the judicial body by supplying a party with a registrar certificate from us.

i. ***Jurisdiction.*** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where DomainPeople is located, and 3) the People's Republic of China.

j. ***Governing Law.*** For the adjudication of a dispute concerning or arising from use of a ".CN" Domain, such dispute shall be governed under the Laws of the Peoples Republic of China.

k. ***Suspension, Cancellation, or Transfer*****.** You agree that your Registration of a ".CN" Domain shall be subject to suspension, cancellation, or transfer pursuant to any CNNIC adopted specification or policy, or pursuant to any registrar or CNNIC procedure not inconsistent with a CNNIC adopted specification or policy, (1) to correct mistakes by Registrar or the CNNIC in registering the Domain or (2) for the resolution of disputes concerning the Domain.

l. ***Indemnification.*** You shall indemnify and hold harmless the [Registrar], Registry Gateway Provider and CNNIC and their 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) domain name registration and (ii) use of any of a domain name.

m. ***Reservation by CNNIC and Registry Gateway Provider.*** DomainPeople, the Registry Gateway Provider, and CNNIC reserve the right to deny, cancel, or transfer any Domain and/or Registration that they deem necessary, in their 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 CNNIC, the Registry Gateway Provider, or DomainPeople, as well as their affiliates, parent companies, subsidiaries, officers, directors, representatives, employees, and stockholders, (4) for violations of this Agreement, or (5) to correct mistakes made by Registry Gateway Provider, CNNIC, or any registrar in connection with a ".CN" Domain Registration. CNNIC, Registry Gateway Provider, and DomainPeople also reserve the right to freeze a Domain during resolution of a dispute.

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SCHEDULE '6'

PROVISIONS SPECIFIC TO ".PRO" TLDs

In the case of a ".PRO" TLD Registration, the following additional terms and conditions shall apply:

a. ***Overview.*** The .PRO service is made available to Registrants for your professional use only. You therefore agree that you are a person or entity who provides professional services and has been admitted to, licensed by, or credentialed by, and is in good standing with, a government certification body, jurisdictional licensing entity recognized by a governmental body, or professional organization, which body requires that its members be licensed, admitted or credentialed to a certifying entity and regularly verifies the accuracy of its data. The following types of Registrations within the ".PRO" TLD are available to qualified persons and entities:

1. Registered Names (ie. ".PRO" Domains);
2. Premium Intellectual Property Defensive Registrations (ProBlock);
3. Basic Intellectual Property Defensive Registrations (ProGuard); and
4. Standard Defensive Registrations (ProReserve).

b. ***RegistryPro.*** You acknowledge that RegistryPro shall be the exclusive provider to you of the services with respect to (a) your Registration Order for a ".PRO" Domain; and (b) in the event such Registration Order is accepted, for all ongoing services with respect to ".PRO" Domain. You further acknowledge that the Registry shall have no obligation to provide such services to you and that your use of the service is subject to your acceptance of and compliance with this Agreement, including the regulations and restrictions contained herein this Schedule 6 and in the policies described below, and any other regulations applicable to you as a licensed professional. You agree that you have no contractual relationship whatsoever with RegistryPro and that you are not a third party beneficiary of any agreement between RegistryPro and DomainPeople. You further agree that RegistryPro shall have no legal, equitable, or other liability of any kind to you. However, you acknowledge that RegistryPro is a third party beneficiary of this Agreement with the right to enforce against you those provisions of the Agreement that may affect RegistryPro.

c. ***Restrictions.*** Registered Names are restricted to persons and entities that are credentialed by appropriate entities (as stated above) to provide professional services within a stated geographic region ("Licensing Jurisdiction"). Basic Intellectual Property Defensive Registrations are restricted to trademark or service mark holders with valid and enforceable trademark or service mark registrations of national effect that are issued prior to September 30, 2002. Standard Defensive Registrations are restricted to persons and entities that are credentialed by appropriate entities to provide professional services.

d. ***Certification.*** Registrants of Registered Names and Defensive Registrations in the ".PRO" TLD shall be required to certify that they meet all qualifications and requirements. Eligibility of registration of Registered Names shall be verified and periodically re-verified at least annually.

e. ***Information.*** As part of the Registration process, you are required to provide us with certain information and to update this information to keep it current, complete, and accurate. You must provide contact information, including name, e-mail address, postal address and telephone number, for use in disputes relating to your Registration of a ".PRO" Domain or Defensive Registration. You understand and agree that this contact information shall be provided as part of the Whois record for your Domain or Defensive Registration. You further understand that the Registry may share the foregoing Registration data with third parties that act as subcontractors to it for the purpose of this Agreement, and you agree that your personal data may be shared with the Registry's subcontractors. You agree and understand that the foregoing Registration data shall be publicly available and accessible on the WHOIS directory for ".PRO" as required by ICANN and may be sold in bulk in accordance with ICANN policy.

f. ***Representations & Warranties.*** You make the following representations and warranties:

1. That the data provided in your ".PRO" Domain or Defensive Registration application is true, correct, up to date, and complete; you shall at all times during the term of your Registration keep the information provided above up to date;
2. That your ".PRO" Domain or Defensive Registration satisfies all applicable ".PRO" restrictions at the time of Registration;
3. That your ".PRO" Domain Registration satisfies the digital security requirements for obtaining a ".PRO" Domain; and
4. That you shall ensure that your Registration meets the applicable ".PRO" Registration requirements set forth by RegistryPro during the term of your Registration, and that you shall continue to meet such requirements and promptly notify DomainPeople if you no longer meet such requirements.
5. That you have the authority to enter into this Agreement.

g. ***Misrepresentation.*** You agree not to make any representation to any person or entity that expressly or impliedly conveys that your Registration of a ".PRO" Domain in any way signifies or indicates that you possess any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field.

h. ***ProGuard.*** In the case of a Intellectual Property Defensive Registration you certify that your registration meets the following requirements:

1. That you own a current (non-expired) trademark or service mark registration;
2. That the trademark or service mark registration has national effect;

3. That the trademark or service mark was issued to you prior to September 30, 2002; and
4. That the Registration (specifically, the third-level label) is identical to the textual or word elements of the trademark or service mark.

In determining whether the Domain name is identical to the textual or word elements of the trademark or service mark, only ASCII characters in the trademark or service mark shall be considered. Where there is a space between the textual elements of a mark, the Registrant may elect at Registrant's discretion to use a hyphen or combine the elements together. For example, the mark "SERVICE MARK" could be registered as "servicemarklaw.pro" or "service-mark.law.pro". Trademark or service mark registrations from the supplemental or equivalent registry of any country, or from individual states or provinces of a nation, shall not be accepted.

i. *Processing of Data.* You agree to the use, copying, distribution, publication, modification, and other processing of your data by the Registry and its designees and agents in a manner consistent with the purposes of issuing a ".PRO" Domain, Defensive Registration or digital certificate, or publishing of any and all required information in the WHOIS or other relevant databases.

j. *Disclaimer.* You acknowledge that neither the Registry (RegistryPro, Inc.) nor DomainPeople shall have any liability of any kind for any loss or liability resulting from, without limitation: (i) the ability or inability of any Registrant to obtain a ".PRO" Defensive Registration or Domain, and (ii) the results of any dispute over an IP Defensive Registration.

k. *Other Policies.* The Registrant acknowledges having read and understood and agrees 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:

1. The Uniform Domain Name Dispute Resolution Policy, available at: http://www.icann.org/dndr/udrp/policy.htm.
2. For Sunrise Registrations, The Sunrise Period Rules and Sunrise Dispute Resolution Policy, available online at: http://www.icann.org/dndr/prosdrp/policy.htm.
3. The Qualification Challenge Policy and Rules, available at: http://www.icann.org/en/dndr/progcp/uniform-rules.htm and http://www.icann.org/en/tlds/agreements/pro/registry-agmt-appm-30may03.htm#Exhibit3-
4. The ".PRO" TLD restriction requirements, available at: http://www.icann.org/en/tlds/agreements/pro/pro-appendix-11-22apr10-en.htm.
5. Procedures for any applicable Verification Toolkit.

l. *Dispute Policy Modifications.* You agree that the Registry may modify any applicable dispute policies. The Registry may post any such revised policy on its web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining a Domain or Defensive Registration after modifications to the dispute policy become effective, you shall have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We may not refund any fees paid by you if you terminate your Agreement with us.

m. *Defensive Registrations Disputes.* You agree that, if your Domain name or Defensive Registration is challenged by a third party, you shall be subject to the provisions specified in the relevant dispute policy in effect at the time of the dispute. You agree that in the event a dispute arises with any third party, you shall indemnify and hold Alldomains.com 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 domain name or Defensive Registration, you agree not to make any changes to your registration record without our prior approval. We may not allow you to make changes to such registration 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 the Services that the dispute has been settled.

n. *Consent.* Registrants may be asked to give their consent to allow individuals to share a part of their space. In such a circumstance, you shall have ten (10) days to respond to a request for consent.

o. *Continued Compliance with Requirements.* The Registrant shall, at all times during the term of the registration, meet the ".PRO" Registration requirements set forth by the Registry for the

Registration. The Registrant shall provide prompt notice to Registrar if it fails to meet such Registration requirements. DomainPeople and/or RegistryPro shall have the right to immediately and without notice to Registrant suspend, cancel, or modify Registrant's Registration if, at any time, the Registrant fails to meet the Registration requirements for such Domain.

p. ***Enforcement of Violations.*** Violations of the ".PRO" TLD restrictions may be enforced directly by or through the Registry.

q. ***Indemnification.*** You agree to indemnify, defend, and hold harmless DomainPeople, RegistryPro, and their respective parent companies, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, sub-contractors, predecessors, successors, and assigns from and against any and all losses, costs, expenses (including reasonably attorneys' fees), causes of action or other liabilities of any kind, whether known or unknown, arising out of, relating to, or otherwise in connection with any DomainPeople or RegistryPro services provided pursuant to your ".PRO" Registration, including but not limited to ".PRO" eligibility verification services and the digital certificate services. This obligation shall survive the termination or expiration of this Agreement for any reason.

r. ***Verification Service Fee.*** You further acknowledge that if, pursuant to the performance of the initial verification services or annual re-verification services required for the issuance of a ".PRO" Domain, RegistryPro determines that you do not meet, or do not continue to meet, the applicable ".PRO" Registration requirements, DomainPeople and RegistryPro shall be entitled to retain a processing fee in connection with the performance of the initial verification services and in connection with the performance of the annual re-verification services.

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SCHEDULE '7'

PROVISIONS SPECIFIC TO ".DE" ccTLDs

In the case of a ".DE" TLD Registration, the following additional terms and conditions shall apply:

a. Restrictions. Registration is restricted to those persons and entities with a local presence in Germany. If the Domain Holder is not domiciled in Germany, he/she shall be required to appoint an Administrative Contact domiciled in Germany. This Administrative Contact shall also be the Domain Holder's authorized representative for receiving the service of official or court documents for the purposes of §§174 ff. of the German Code of Civil Procedure.

b. Administrative Contact Proxy. If you do not meet the local presence requirements criteria or do not appoint an Administrative Contact domiciled in Germany, DomainPeople shall automatically provide you with a .DE Administrative Contact proxy whose address meets the DENIC local presence requirements (the "Administrative Contact Proxy").

c. By submitting your Order Form to DomainPeople or otherwise subscribing for the .DE domain name without meeting the local presence requirement, you expressly authorize and designate DomainPeople to provide the Administrative Contact Proxy to be listed as the Administrative Contact of record for your domain name(s) for the effective duration of this Agreement between you and DomainPeople.

d. Upon expiry or termination of this Agreement for any reason, all the Whois information for your domain name shall be replaced with the information that existed immediately prior to the .DE Administrative Contact Proxy becoming the Administrative Contact of record you shall immediately cease using the Administrative Contact Proxy.

e. You shall at all times remain the true owner of your domain name(s) that are subscribed for under this Agreement and you shall possess the full rights normally associated thereto.
f. You understand, acknowledge, and agree that the registration of your domain name(s), including, but not limited to, renewals, transfers, or other processes, is not one of the DomainPeople and/or

the Administrative Contact Proxy and that DomainPeople and/or the Administrative Contact Proxy are not liable or responsible in any way for such processes.

g. You are solely responsible, and DomainPeople and/or the Administrative Contact Proxy are not responsible, for ensuring the confidentiality and secrecy of any and all passwords related to your domain name(s). If you forget or lose any of your passwords, and/or you require a new password, you shall abide by all the security measures and procedures that DomainPeople and/or the Administrative Contact Proxy may implement and require of you, including your provision to DomainPeople and/or the Administrative Contact Proxy of valid photo identification, credit card number, and/or notarized affidavit. You understand, acknowledge, and agree that if you do not comply with or satisfy (in DomainPeople's and/or the Administrative Contact Proxy's sole discretion) DomainPeople's and/or the Administrative Contact Proxy's security and identification verification procedures, then DomainPeople and/or the Administrative Contact Proxy reserves the right to refuse any or all of your inquiries and/or requests as they relate to DomainPeople and/or the Administrative Contact Proxy DNR Services.

h. Forwarding DNR Services: A forwarding service shall be provided and you understand, acknowledge, and agree that the Administrative Contact Proxy shall forward to you only first class mail, registered mail, and couriered items (collectively referred to herein as "Mail") which is sent to the Administrative Contact Proxy. The Administrative Contact Proxy is not obligated in any way to forward to you any Mail by first class, registered mail, or courier regardless of how the Administrative Contact Proxy received such Mail. The means of forwarding to you any and all Mail shall be at the Administrative Contact Pro's sole discretion.

i. You shall be solely responsible, and the Administrative Contact Proxy shall not be responsible, for all fees, charges, taxes, and other costs involved in forwarding your Mail to you.

j. For Mail that appears to be of a legal nature (as solely determined by the Administrative Contact Proxy) and received by the Administrative Contact Proxy by first class mail, the Administrative Contact Proxy shall digitally scan the Mail and e-mail you the image. You shall then have five (5) calendar days to reply and request that the Administrative Contact Proxy forward the particular Mail to you. If the Administrative Contact Proxy does not receive a reply from you within such five (5) calendar days, then the Administrative Contact Proxy may dispose or return to sender such Mail.

k. You understand, acknowledge, and agree that the Administrative Contact Proxy may dispose or return to sender any or all items received by the Administrative Contact Proxy that does not constitute Mail as defined herein, as determined at the Administrative Contact Proxy's sole discretion.

l. YOU HEREBY EXPRESSLY CONSENT TO THE ADMINISTRATIVE CONTACT PROXY RECEIVING, FORWARDING, RETURNING TO SENDER, REPLYING TO (IF NECESSARY), DISPOSING/DELETING, STORING, AND OTHERWISE HANDLING YOUR MAIL, AND ANY OTHER ITEM THAT THE ADMINISTRATIVE CONTACT PROXY RECEIVES ON YOUR BEHALF (ALL AT THE ADMINISTRATIVE CONTACT PROXY'S SOLE REASONABLE DISCRETION) WHICH IS SENT TO THE ADMINISTRATIVE CONTACT PROXY.

m. You understand, acknowledge, and agree that DomainPeople nor the Administrative Contact Proxy shall in no way be liable or responsible for any Mail, or other item received by the Administrative Contact Proxy on your behalf that is missing, destroyed, damaged, stolen, lost, or otherwise.

n. You understand, acknowledge, and agree that you shall indemnify and hold harmless DomainPeople and the Administrative Contact Proxy from and against any and all claims arising out of or resulting from the failure of any Mail, and/or other items received by the Administrative Contact Proxy on your behalf from reaching you.

o. REGISTRY, REGISTRAR, AND OTHER PROVIDERS. DomainPeople and/or the Administrative Contact Proxy shall not be liable or responsible in any way for any action taken by (a) the applicable domain name registry, (b) the applicable domain name registrar, or (c) any other provider of services related to your domain name(s) and/or DomainPeople and/or the Administrative Contact Proxy DNR Services.

p. By registering a .DE Domain, the registrant also agrees to the Registration Policies of the Registry DENIC e.G found at http://www.denic.de/en/bedingungen.html and http://www.denic.de/de/bedingungen.html.

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SCHEDULE '8'

PROVISIONS SPECIFIC TO ".EU" ccTLDs

In the case of a ".EU" TLD Registration, the following additional terms and conditions shall apply:

a. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .EU top-level domain ("TLD") satisfies the eligibility requirements established by .EU TLD Administrator, European Registry for Internet Domain Names (".EU Registry"), which are available through the following URL http://www.eurid.eu.

b. Restrictions. The following categories of companies, organizations and individuals shall be able to register a .EU domain: (a) an undertaking having their registered office, central administration or principal place of business within the European Community; (b) an organizations established within the European Community without prejudice to the application of national law; (c) a natural persons resident within the European Community.

c. Governing Law. You agree that any disputes between you and the .EU Registry, shall be governed in all respects by and in accordance with the laws of the European Community or one of its Member States. All disputes between you and the .EU Registry are to be brought before the tribunal of .EU Registry's choice. All disputes between you and DomainPeople are subject to Section 14, Governing Law, of the Registration Agreement.

d. Sunrise and General Pre-registration Applications. You acknowledge and agree that the submitting of a "Sunrise or General Pre-registration Registration Order" 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 Registration Order" 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. By registering a .EU Domain, the registrant also agrees to the Registration Policies of the EURid Registry found at http://www.eurid.eu/euDomainNames/sunrisePeriod.html.

e. Multi-year Registration. All .EU registrations and renewals are done on a yearly basis. You acknowledge and agree that by purchasing a .EU domain name for more than one (1) year there shall be no refunds for any fees paid should you choose to transfer such .EU domain name to another registrar prior to the expiration of the multi-year registration of such .EU domain name. You also acknowledge and agree that should you transfer such .EU domain name prior to the expiration of the multi-year registration, you shall lose any additional years of registration beyond the then current year of registration.

This Service Agreement ("Agreement") sets forth the terms and conditions of use by the domain name registration Applicant and the Registrant (jointly and severally referred to as "you") of DomainPeople, Inc.'s Internet domain name registration services (the "DNR Services) and your registration of that domain name (the "Registration") and is in addition to the DomainPeople, Inc. ("DomainPeople") Registration Agreement found at http://www.domainpeople.com/registrationagreement.htm.

DomainPeople shall offer a priority pre-registration for a fee ("Priority Pre-Registration") in addition to a free pre-registration service ("Free Pre-Registration"). Each Priority Pre-Registration shall be submitted to the .eu registry in the order they are received by our system on the "go-live date", as defined below. Each Free Pre-Registration shall be submitted to the .eu registry in the order they

are received by our system, following the completion of Priority Pre-Registration processing on the go-live date.

EURid shall only register domain names on a first come, first served basis from eligible parties that submitted technically correct pre-registration requests that meet EURid's established requirements and, if necessary, were appropriately validated by the registry. EURid reserves the right to revoke domain names on a number of grounds including, but not limited to, the domain names are defamatory, racist or contrary to public policy.

In addition to the terms set forth in DomainPeople Registration Agreement, the following terms shall apply to .EU domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .EU top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .EU TLD administrator, European Registry for Internet Domain Names vzw/asbl (".EU Registry"), which are available at the following we site http://www.eurid.eu.

2. Nexus Requirements/Certification. You certify that you have and shall continue to have a lawful bona fide European Union nexus, as required by .EU Registry, and that you meet at least one of the .EU nexus requirements (".EU Nexus Requirements") set forth below (and as represented by you in the pre-registration application information provided by you to DomainPeople). You must be (and you certify that you are) either: a) an undertaking having their registered office, central administration or principal place of business within the European Community; b) an organization established anywhere within the European Community; or c) a natural person resident within the European Community.

3. Your Obligation to Satisfy Nexus Requirement. You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required subsequent to your application), to provide the information necessary to satisfy the .EU Nexus Requirements, and that a failure by you to satisfy the .EU Nexus Requirements may result in, among other things, (i) the domain name pre-registration application(s) being rejected by DomainPeople and/or the .EU Registry, (ii) the domain name(s) being placed on "hold" by DomainPeople and/or the .EU Registry, and/or (iii) the domain name(s) being deleted by DomainPeople and/or the .EU Registry. Neither DomainPeople nor the .EU Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .EU Nexus Requirements information at the time of pre-registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .EU Nexus Requirements, even if the need for such information is known by any of them.

4. Pre-Registration. When you submit a .EU pre-registration request, you are authorizing us to attempt to obtain a domain name in the .EU TLD (as described on our Web site and herein) for you if and when .EU Registry launches its sunrise and open-registration period (the "go-live date"). On the go-live date, DomainPeople shall submit pre-registration requests during the sunrise and open registration period and the .EU Registry shall review all proposed registration requests on a first come, first serve basis.

5. Third Party Rights. By submitting your pre-registration request, you certify that your request is made in good faith and does not infringe any rights of a third party.

6. Phase One and Two Requirements. By submitting a pre-registration request for Phase One or Phase Two of the .EU Registry's sunrise periods you certify that you have a prior right or are a public body as defined by EC No. 874/2004 Article 10(1) (April 28, 2004). You also agree to submit the necessary verifiable documentation required by .EU Registry in order to demonstrate that you are a public body or have a prior right. You acknowledge that .EU Registry, or its designee, shall decide at its own discretion whether any documentation you may submit verifies your right to register a domain name(s).

7. Charges. By submitting your .EU pre-registration request, you authorize us to charge you for any proposed registrations we undertake on your behalf that are submitted to .EU Registry. You shall be charged during the sunrise or open registration period when .EU Registry is reviewing your proposed registration prior to their final approval. Proposed sunrise registration requests that are

rejected by .EU Registry shall still be charged an administrative fee that shall not be refunded to you. Sunrise fees, registration fees and other applicable fees may also apply and be charged to your credit card after the sunrise period begins if your proposed registration is accepted and processed by EU Registry. Upon .EU Registry's acceptance of a proposed registration request for a domain name(s), the full registration fee shall automatically be charged to the credit card that you used for placing your pre-registration request.

8. Ban on and Revocation of Certain Domain Names. You agree that .EU Registry has identified certain domain names that can not be registered during the sunrise and open registration process. You further accept that .EU Registry and DomainPeople reserves the right to deny pre-registration requests that .EU Registry or an EU Member State considers to be defamatory, racist, or contrary to public policy. You understand that .EU Registry may also revoke a domain name at its own initiative for a variety of reasons including but not limited to nonpayment of fees or failure to meet .EU Nexus Requirements.

9. Your Other Obligations. You agree to accept the terms of the .EU Registry's agreement with DomainPeople. You agree to be bound by the .EU Registry terms and conditions for the sunrise and open registration period and shall abide by those terms and conditions. If you do not agree to any of the terms and conditions that are established by the .EU Registry, you may expressly terminate this Agreement.

10. Contact Information Requirements. You agree to keep all contact information contained related to your pre-registration request for a domain name(s) current so that we can contact you for any reason or so the EU Registry's can contact you for any reason, including, but not limited to, any participation in a validation process for a domain name(s) before or during the sunrise or open registration period. We take no responsibility in providing the .EU Registry with any e-mail address other than what you provide in your pre-registration request. It is your obligation to keep all contact information, including all e-mail addresses, related to your pre-registration request current.

11. Validation Process. You agree that we shall have no liability to you or other third parties for anything related to the .EU Registry's validation process for a proposed registration request that we have submitted and is pending final .EU Registry approval. You acknowledge and agree that it is your responsibility to ensure that you meet all of the requirements that are involved in .EU Registry's validation process for your proposed registration request for a domain name(s). You agree that we are not responsible or liable in any way if your proposed registration request is rejected for any reason, including but not limited to the .EU Registry's failure or inability to contact you or your failure to respond to .EU Registry's request for supporting documentation, during the validation process.

12. No Guarantees. We make no guarantees, representations or warranties that your proposed registration request for a domain name shall be accepted by .EU Registry. You acknowledge and agree that the proposed registration request for a domain name(s) submitted by DomainPeople to .EU Registry domain name may fail or be rejected by .EU Registry for any number of reasons, including, but not limited to, the fact that your proposed registration request for a domain name was not first in time. You acknowledge and agree that the successful registration of a pre-registration request during the sunrise period shall depend upon a number of different factors that DomainPeople cannot predict or control.

13. Acknowledgment of .EU Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".EU Policies") that are posted or referred to on the EU Registry's website. You agree to comply with any and all current and future .EU Policies at any and all times. You agree that, by maintaining any service related to your pre-registration request (which may include the ultimate registration of a domain name) after such posting of any new or amended .EU Policies, you have agreed to the terms and conditions of the same and shall be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .EU Policies, you may terminate this Agreement. We shall not refund any fees paid by you if you terminate your Agreement with us.

14. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .EU Registry. We cannot control and shall not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or

costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .EU Registry (for example, the .EU Registry reserves the right to suspend, reject, deny or revoke any domain name registration for a variety of reasons, none of which DomainPeople can control).

15. Accurate Information. As a part of your pre-registration, you agree to submit the accurate and reliable information, including but not limited to, contact details of at least one natural or legal person responsible for the technical operation of the domain name that you are requesting. The submission of inaccurate information shall constitute grounds for rejecting a pre-registration request or proposed registration request or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information, or your failure promptly to update information provided to DomainPeople shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.

16. Registration Order Submission. You acknowledge and agree that DomainPeople (as the parent company) shall be submitting your .EU proposed registration request to the .EU Registry through DomainPeople BV and/or Hostway (DomainPeople), and that all pre-registration requests submitted by you hereunder shall be submitted by DomainPeople BV and/or Hostway (DomainPeople) on or after the go-live date.

17. No Guarantee on Registration. The .EU Registry, and not DomainPeople, determines the dates and times associated with the various sunrise and open registration periods available for the .EU TLD. You agree to review and become familiar with the information available on our website and on .EU Registry website concerning the various periods and descriptions of services available in connection with .EU TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service periods you desire to participate in. You acknowledge and agree that submission of a proposed registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you shall ultimately be the registrant for any particular domain name.

18. Registration Approval. You understand that any successful registrations that are approved by the .EU Registry shall not start until at least the completion of the sunrise period.

19. Disclaimer Concerning Intellectual Property Protection. Your pre-registration request for during .EU Registry's sunrise period DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS.

20. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that DomainPeople shall have no liability of any kind for any loss or liability resulting from the processing of pre-registration requests prior to live .EU launch or the submission of proposed registration requests to the .EU Registry including, without limitation, your ability or inability to obtain a particular domain name including any dispute resolution proceeding related to any of the foregoing. DomainPeople assumes no liability for any pre-registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to procedures, rules or policies laid down by .EU Registry or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .EU Registry for any reason, including but not limited to the termination of .EU Registry's registration authority, or its bankruptcy.

21. Indemnification. In addition to Section 10, Indemnity, of the Registration Agreement, you are to indemnify, release, defend and hold us harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Agreement; (b) any violation of a third party's right related to your pre-registration request; (c) any dispute with the .EU Registry or a third party arising out of your pre-registration request; (d) any dispute related to the validation process for your pre-registration request; or (e) any dispute arising out of the ADR process described in EC No. 874/2004, Ch. VI. Art. 20-23 (April 28, 2004) that involved the domain name(s) in your pre-registration request.

22. Additional Acknowledgments Concerning Customer Information. You also acknowledge and agree that DomainPeople shall share with the .EU Registry certain information submitted by you in

your application for our services and pre-registration request, as required by our agreement(s) with the .EU Registry or to provide the services you have applied for. You acknowledge and agree that any information we share with the .EU registry may be used by them to fulfill the .EU registry's service obligations to us or any third party. You hereby grant us and the .EU registry a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in a Trademark.

24. Survival of Terms. You agree that the indemnity provisions set forth in this Agreement shall survive any termination of the Agreement.

25. Governing Law: You agree that any disputes between you and the .EU Registry, shall be governed in all respects by and in accordance with the laws of the European Community or one of its Member States. All disputes between you and the .EU Registry are to be brought before the tribunal of .EU Registry's choice. All disputes between you and DomainPeople are subject to Section 14, Governing Law, of the Registration Agreement.

26. Dispute Resolution Policies. Accept as provided by Section 14, Governing Law, of the Registration Agreement, you agree that every service for which you register, including a pre-registration request for a domain name, is subject to the policies and procedures related to the "Revocation and Settlement of Conflicts" as detailed in EC No. 874/2004 Chapter VI, Articles 20-23 (April 28, 2004) found at: http://europa.eu.int/eur-lex/pri/en/oj/dat/2004/l_162/l_16220040430en00400050.pdf and any other dispute polices that are found at .EU Registry's website http://www.eurid.eu.

27. For purposes of .EU domain name related services, as used in this Agreement and all other applicable terms of this Agreement, "DomainPeople" shall mean all and any of each of DomainPeople, Inc., DomainPeople BV, and/or Hostway (DomainPeople). You acknowledge and agree that for purposes of all .EU domain name related services, this Agreement is between you and DomainPeople, Inc., DomainPeople BV and Hostway (DomainPeople).

28. Supplemental Terms and Conditions. The terms and conditions of this Agreement are in addition to the terms and conditions of all other Agreements related to domain name registration services provided by DomainPeople.

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SCHEDULE '9'

Provisions specific to ".MOBI" TLDs

In the case of a ".MOBI" TLD Registration, the following additional terms and conditions shall apply: Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless dotMobi, the registry operator of the .mobi TLD ("dotMobi" or "Registry"), 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 the Registrant's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement.

Registrant agrees to indemnify, defend and hold harmless DomainPeople, 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 the Registrant's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement.

Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, dotMobi 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 DomainPeople 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.

Registrant shall comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

Registrant shall comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Agreement shall be effective upon thirty days notice by the Registry to Registrar.

Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by the Registry and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 4.6 and with relevant mandatory local data protection, laws and privacy.

Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").

Registrant agrees to immediately correct and update the registration information for the registered Name during the registration term for the Registered Name.

Registrant acknowledges and agrees to be bound by the terms and conditions of the .mobi 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 the Registry 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.

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

Registrant acknowledges and agrees that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotMobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotMobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted.

Registrant acknowledges and agrees that Proxy or Proxy Registrations shall not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance shall constitute a material breach to this contract.

Regsitrant acknowledges and agrees that if the domain name being registered is a dotMobi Premium Name, as such are 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 at http://mtld.mobi/node/1135, which is incorporated by reference herein. Upon termination or expiration of the dotMobi Premium Name Agreement in accordance with the terms thereof, (i) any and all rights of Registrant to the Registration, the Registration Code, and/or to create, launch, and/or operate the website shall be terminated, and all such rights shall revert to dotMobi and (ii) dotMobi may grant Registration rights to the Domain and/or rights to the Registration Code to any entity or person in its sole discretion, and Registrant

shall have no rights or recourse against dotMobi and/or Registrar relating to the registration or use of the Domain and/or Registration Code by any other such entity or person.

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SCHEDULE '10'

Provisions Specific to ".TW" ccTLDs

In the case of a ".TW" ccTLD Registration, Registrant also agrees to any additional terms and conditions (amendments and modifications thereto) and Domain Name Dispute Resolution Policy and Procedures required by the TWNIC Registry in connection with any of the DNR Services provided hereunder. Such policies and procedures shall be found at the website of the Registry. For your convenience, the current URLs for such policies and procedures are listed below. Although this information is believed to be correct, it is not guaranteed and Registrant is solely responsible for ascertaining the contents of any such policies and procedures and any amendments or modifications thereto. Registrant agrees that, by continuing to use the DNR Services provided hereunder after amendments or modifications to the applicable Registry policies and procedures become effective, Registrant has agreed to such amendments or modifications. Neither DomainPeople nor the TWNIC Registry shall refund any fees paid by Registrant upon such termination. Registrant represents and warrants that any order it submits for registrations or other DNR Services provided hereunder shall be compliant with the TWNIC Registry policies, procedures, terms and conditions.

Registrant further agrees that DomainPeople and/or the TWNIC Registry may suspend any of its ccTLD services and/or terminate this Agreement without notice (i) in order to prevent damage to or degradation of its network integrity which may be cause by you and/or your customers, (ii) to comply with any law, regulation, court order, or other government request or order, (iii) for violation of DomainPeople or the TWNIC Registry's published Privacy Policies, or (iv) for other behaviour that in DomainPeople or the TWNIC Registry's sole discretion may be deemed to be illegal or otherwise to protect DomainPeople or the TWNIC Registry from legal liability.

In addition to the obligations as contained herein, Registrar shall also obey, comply with and be bound by TWNIC rules and regulations, including but not limited to:

1. Supervision and Guidance Regulation for Internet Protocol (IP) Address and Domain Name Registration and Management DNR Services (currently at http://www.twnic.net.tw/file/ip0320.htm).

2. Guidelines for Administration of Domain Name Registration (currently at http://www.twnic.net.tw/english/dn/dn_02.htm).

3. Guidelines for Authorization of Domain Name Registration DNR Services (Currently at http://www.twnic.net.tw/english/dn/dn_07.htm)

4. TWNIC Domain Name Dispute Resolution Policy (currently at http://www.twnic.net.tw/english/dn/dn_04.htm).

5. Rules for TWNIC Domain Name Dispute Resolution Policy (currently at http://www.twnic.net.tw/english/dn/dn_04a.htm).

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SCHEDULE '11'

PROVISIONS SPECIFIC TO ".ASIA" TLDs

In the case of a ".ASIA" TLD Registration, the following additional terms and conditions will apply:

1. Definitions. Where there is a conflict between the definitions herein this Schedule and the definitions in the body of the Agreement above, the following shall supersede and control with respect to all .ASIA TLD Registrations:

(a) Applicant: means a person or other legal entity seeking to use the services of DomainPeople and/or Pool to become a Registrant of a .ASIA domain name, and the Applicant Party to this Agreement;

(b) Participant: means a person or other legal entity whose name appears on the Registry qualified Auction list, and being the Applicant, or the Applicant's agent (e.g. the OPN Contact as defined by the Registry and/or DomainPeople acting as agent for the Applicant), who actively participates in the Auction;

(c) Parties: means DomainPeople and the Applicant;

(d) Party: means either DomainPeople or the Applicant as the context requires;

(e) Pool: means Pool.com Inc., an Ontario corporation with offices at 26 Auriga Dr. Ottawa, ON, Canada, K2E 8B7;

(f) Registrar/Applicant Agreement: means this Agreement entered into between the Registrar and the Applicant; and

(g) Registry : means DOTASIA Organisation Limited.

2. Agency. Applicant agrees that any and all actions taken by the Participant are actions taken on the Applicant's behalf, and with its full authority, and it ratifies any and all such actions.

3. Contract for the Benefit of Third Parties. Pool and the Registry are, and shall be an intended as, third party beneficiaries of this Agreement. As such, Applicant acknowledges and agrees that the third party beneficiary rights of Pool and the Registry have vested and that each of Pool and the Registry have relied on its third party beneficiary rights under this Agreement in providing the auction platform to the Applicant. The third party beneficiary rights of Pool and the Registry shall survive any termination or expiry of this Agreement. For the avoidance of doubt, the Applicant and the Registrar acknowledge and agree that this Agreement is for the exclusive benefit of the Pool and the Registry, and does not give rise to any obligations of Pool or the Registry.

4. Terms and Technical or other Failures. Pool's standard terms and conditions posted at [http://www.pool.com/terms.aspx], as the same may be amended or replaced from time to time, are hereby incorporated by reference herein and expressly agreed to by the Applicant. The agreements and acknowledgements of Applicant herein are in addition to, and not in substitution of, the provisions in favour of Pool set forth in such standard terms and conditions.

In the event of any technical or other failure of Pool's auction platform, or any allegation by any Applicant, Participant, or Registrar, DomainPeople acknowledges and agrees that Registry may in its discretion re-open the Auction.

5. Disclaimer of Warranty. THE PRODUCTS OR SERVICES PROVIDED BY POOL (THE "POOL SERVICES") ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. POOL EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. POOL DOES NOT WARRANT THAT THE SERVICES WILL MEET THE APPLICANT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, POOL DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

6. Limitation of Liability. IN NO EVENT SHALL POOL'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PROVISION OF SERVICES OR OTHERWISE UNDER THIS AGREEMENT FROM ANY CAUSE EXCEED $ 100.00. IN NO EVENT SHALL POOL BE LAIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY POOL, EVEN IF POOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnity. Applicant shall release, indemnify, defend and hold harmless Pool, its subsidiaries and affiliates, and the employees, directors, officers, representatives, agents and affiliates of each of the (collectively, the "Indemnitiees") against any claim or alleged claim, suit, action, proceeding, and the costs or expenses of same, including actual attorneys' fees and expenses, relating to or arising from the Applicant's domain name registration, the Applicant's or Registrar's use of any domain name, or the Applicant's use, directly or indirectly through DomainPeople, of Pool's auction or other services.

8. Additional Registrant Obligations.

(a) Registrant shall comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.

(b) Registrant shall comply with operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time by DotAsia in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Agreement shall be effective upon thirty (30) days notice by DotAsia to Registrar.

(c) Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data 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

(d) Registrant agrees to submit to 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")

(e) Registrant acknowledges and agrees to comply with the .ASIA Charter Eligibility Requirement, and acting as Registrant Contact represents and warrants that it has 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 Registrant, and that it shall be jointly responsible for the Registered Name, including but not limited to, its usage, management, and any related liabilities. The CED Contact further agrees that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

(f) Registrant agrees to be bound by the terms and conditions of the .ASIA 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.

(g) Registrant acknowledges and agrees that DotAsia and Afilias Limited, a company incorporated under the laws of Ireland and having its principle offices at Office 110, 52 Broomhill Road, Tallaght, Dublin 24, its successors and assigns as designated by DotAsia ("Registry Services Provider"), acting in consent with DotAsia, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any

liability, civil or criminal, on the part of DotAsia as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by DotAsia, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

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

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SCHEDULE '12'

Provisions specific to ".NAME" TLDs

In the case of a ".name" TLD Registration, the following additional terms and conditions shall apply:

1. Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless Global Name Registry Limited ("GNR"), the registry operator of the .name TLD ("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 the Registrant's domain name registration and or use. Notwithstanding the other provisions in this Agreement, the Registrant agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.

2. Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, GNR 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 GNR have vested and that GNR has relied on its third party beneficiary rights under this Agreement in agreeing to DomainPeople being a registrar for the .name top-level domain. Additionally, the third party beneficiary rights of GNR shall survive any termination or expiration of this Agreement.

3. Registrant shall comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with its Registry Agreement or other arrangement with ICANN.

4. Registrant shall 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 Registrants, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms required by the Registry Operator's Registry-Registrar Agreement, the terms of the Registry-Registrar Agreement shall prevail. The .name Registry-Registrar Agreement is available online at:
5. http://www.icann.org/tlds/agreements/name/appendix-08-15aug07.htm.

6. Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 4.6 and with relevant mandatory local data protection, laws and privacy.

7. Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").

8. Registrant agrees to immediately correct and update the registration information for the registered Name during the registration term for the Registered Name.

9. Registrant acknowledges and agrees to be bound by the terms and conditions of the .name initial launch and general operations of the Registry TLD, including without limitation the Sunrise Period, the Land Rush Period, or the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period, the Land Rush Period, or the Sunrise Dispute Resolution Policy, 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.

10. Registrant acknowledges and agrees that the Registry and DomainPeople, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration or transaction, or place any registered item on registry lock, hold or similar status, or additionally for second level domain name email forwarding implement throttling/blocking and/or size limitations, that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute.

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SCHEDULE '13'

Provisions specific to ".UK" TLDs

In the case of a ".UK" TLD Registration, the following additional terms and conditions shall apply:

1. Registrant agrees to any additional terms and conditions (amendments and modifications thereto), including, without limitation, provisions regarding indemnity, fees, term/termination, privacy, limitation of the Registry's liability, and the dispute resolution service (altogether the "Terms and Conditions") required by the Registry, Nominet UK ("Nominet"), in connection with any of the DNR Services provided hereunder. To complete the registration process for a .uk TLD, you must also have read, understood, and agreed to be bound by the Terms and Conditions found online at http://www.nominet.org.uk/nominet-terms and are incorporated herein by reference.

2. Registrant is solely responsible for ascertaining the contents of the Terms and Conditions and any amendments or modifications thereto. Registrant agrees that, by continuing to use the DNR Services provided hereunder after amendments or modifications to Nominet's Terms and Conditions become effective, Registrant has agreed to such amendments or modifications.

3. Registrant understands and agrees that unless terminated earlier pursuant to the Terms and Conditions, Nominet will enter the Domain on the register for two years. Renewal of the Domain must be performed pursuant to the Terms and Conditions.

4. In the event of any Domain dispute, Registrant agrees to submit to Nominet's dispute resolution service, the policy, procedure, and rules for which can be found online:

    a. The policy: http://www.nominet.org.uk/disputes/drs/policy/
    b. The procedure: http://www.nominet.org.uk/disputes/drs/procedure/
    c. The rules: http://www.nominet.org.uk/registrants/aboutdomainnames/rules/

5. Registrant acknowledges and agrees that the Nominet reserves the right to deny, cancel or transfer any registration or transaction, or place any registered item on registry lock, hold or similar status, or additionally for second level domain name email forwarding implement

throttling/blocking and/or size limitations, 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 Nominet 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 Nominet or any registrar in connection with a domain name registration, and Nominet also reserves the right to freeze a Domain during resolution of a dispute.

6. In the event of any discrepancy between the terms of required by this Agreement and the terms required by the Terms and Conditions, the terms of the most recently published Terms and Conditions at http://www.nominet.org.uk/nominet-terms) shall prevail.

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SCHEDULE '14'

PROVISIONS SPECIFIC TO ".TEL" TLDs

In the case of a ".TEL" TLD Registration, the following additional terms and conditions will apply:

1. Additional Terms and Conditions. Registrant agrees to any additional terms and conditions (amendments and modifications thereto), including, without limitation, provisions regarding indemnity, fees, term/termination, privacy, limitation of the Registry's liability, and the dispute resolution service (altogether the "Terms and Conditions") required by the Registry, Telnic Limited ("Telnic"), in connection with any of the DNR Services provided hereunder. To complete the registration process for a .tel TLD, Registrant must also have read, understood, and agreed to be bound by the terms and conditions of Telnic's Acceptable Use Policy found online at http://www.telnic.org/downloads/AUP.pdf and are incorporated herein by reference.

2. Use of Registrant Information. Registrant consents to the use, copying, distribution, publication, modification and other processing of the Registrant Information by Telnic, its service providers, subcontractors and agents in a manner consistent with Telnic's posted privacy policy at http://www.telnic.org/legal.html, Telnic's WHOIS policy and all other purposes of collection notified to DomainPeople by Telnic.

3. Uniform Domain Name Dispute Resolution Policy. Registrant will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").

4. Launch and Sunrise Programs. Registrant will agree to be bound by the policies relating to the initial launch of the Telnic TLD, such as the Sunrise Policy (found online at http://www.telnic.org/launch-sunrise.html) and any applicable Landrush requirements, and will acknowledge that Telnic has no liability of any kind for any loss or liability resulting from any such policies or requirements, including, without limitation: (a) the ability or inability of a registrant to obtain a Domain during these periods, and (b) the results of any dispute over a Sunrise registration.

5. Compliance with TLD Requirements. Registrant's use of the Domain shall comply with all applicable TLD requirements, including, but not limited to, the Acceptable Use Policy (found online here: http://www.telnic.org/downloads/AUP.pdf) and the Sunrise Policy.

6. TelHosting Customer Agreement. Registrant acknowledges and agrees that Telnic will provide, via accredited service providers, Domain Name System ("DNS") hosting services for the Domain ("TelHosting Services"). Registrant is solely and fully responsible for all information, data and text ("Content") provided connection with the Domain. The name service provider, its service providers and designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content. Registrant will not use the TelHosting Services or provide Content such that it could (a) violate any applicable local, state or national law, (b) give rise to criminal, civil or other liability to the name service provider, its service provider or designees, or (c) damage the reputation of the name service provider, its service provider or designees. If

Registrant provides Content about a third party or employer, Registrant hereby represents and warrants that it has (a) provided notice to that third party of the disclosure and use of that party's information in connection with the Domain, and (b) obtained that third party's express consent to the disclosure and use of that party's information. Furthermore, Registrant represents and warrants that:

(i) to its knowledge, the Content does not and will not infringe upon or otherwise violate the rights of any third Party;
(ii) it does not intend to use the Content for any unlawful purposes;
(iii) it will not knowingly submit Content in violation of any applicable laws or regulations or of the rights of any third parties; and
(iv) it will comply with the TLD Requirements.

Registrant expressly consents to the use of Content by Telnic and its service providers to provide the Services, to conduct analyses related to the TelHosting Services, and as otherwise described in Telnic's posted privacy policy.

7. Right to Deny, Cancel or Transfer a Registration. Registrant acknowledges and agrees that both DomainPeople and Telnic individually reserve the right to deny, cancel or transfer any registration or transaction, or place any Domain(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on their part, as well as on the part of their affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement; (e) to correct mistakes in connection with a Registration; (f) to enforce the TLD requirements; and (g) to prevent use of the Domain in a manner contrary to the intended purpose of the Telnic TLD. DomainPeople also reserves the right to lock, hold or place a similar status a Domain during resolution of a dispute. Neither DomainPeople nor Telnic shall have any liability to of any kind to Registrant, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.

8. Representations and Warranties. By submitting a request for a Domain, Registrant represents and warrants that:

(i) to its knowledge, the registration of the requested Domain does not and will not infringe upon or otherwise violate the rights of any third party;
(ii) it is not submitting the request for a domain name for an unlawful purposes, and it will not use the Domain for an unlawful purpose;
(iii) it will not knowingly use the Domain in violation of any applicable laws or regulations or of the rights of any third parties; and
(iv) that it will use the Domain in accordance with the TLD requirements.

9. Communications with Registrant. Telnic may communicate directly with the Registrant in connection with issues relating to a Domain and the Registrant's membership of the .tel community. Registrant will respond promptly to such communications from Telnic and will resolve any errors in content notified to Registrant.

10. Jurisdiction and Applicable Law. Any dispute, controversy or claim between the Registrant and Telnic relating to a Domain or a request for a Domain shall be subject to the laws of England and Wales and the exclusive jurisdiction of the courts in England and Wales.

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SCHEDULE '15'

PROVISIONS SPECIFIC TO ".IN" TLDs

In the case of a ".IN" TLD Registration, the following additional terms and conditions will apply:

1. Proxy/Privacy Services. Any kind of proxy services are not allowed, and if the data is wrong or masked out by any proxy/ privilege protection services, the Registrant shall not be recognized as the owner of the Domain.

2. No illegal/ obscene Content. The Registrant undertakes that it shall not register a Domain which is contrary to public policy and that the content of the website shall not violate any Indian Laws.

3. Lawful Usage of Domain Name. The Registrant shall use the Domain in such a way that it does not violate any third-party rights, applicable laws or regulations, including discrimination on the basis of race, language, sex or religion and the Registrant further warrants that it shall not register or use the Domain in bad faith or for any unlawful purpose. .IN Registry considers illegal or fraudulent actions, spamming, using email in denial-of-service attacks, phishing, pharming, botnet command and control, distribution of pornography, illegal access to other computer and networks etc. as abusive use of domain name. .IN Registry reserves the right to suspend the Domain in such cases and initiate action accordingly. Further, fast flux hosting may be used only with prior permission of .IN Registry.

4. Fees and Payment. Payment of any fees due, for which the Registrant is solely liable, must be made with the Registry via Registrar. .IN Registry is not responsible for any failure on the part of the Registrar (here DomainPeople) in this respect, including where such failure results in non-registration or cancellation of the Domain.

5. Limitation of Liability. The Registrant shall be liable for any costs, expenses or damages incurred by the .IN Registry for any breach of the additional terms and conditions of this Schedule 16. Furthermore, the Registrant shall hold the .IN Registry harmless from claims filed or disputes initiated by third parties to this Agreement, and shall compensate the .IN Registry for any costs or expenses incurred or damages it may suffer through third parties taking action against it on the grounds that the application for the registration or the use of the Domain by the Registrant infringes the rights of said third parties.

6. Renewal of the Domain Name Registration. Registrant understands that the .IN Registry is under no obligation to inform the Registrant in advance when the term of a Domain Registration is about to expire. Registrant is fully responsible for ensuring that renewal is done in a timely manner.

7. Suspension/ Cancellation of Domain Names. The .IN Registry shall be entitled to immediately suspend or cancel the Registration, when the Registrant is in breach of the Terms and Conditions as enshrined here.

8. .IN Dispute Resolution Policy and Procedure (INDRP). Registrant is required to submit to mandatory arbitration proceedings in the event a complainant files a complaint with .IN Registry, against Registrant on the basis of unlawful Registration. The arbitration proceedings shall be conducted by one of .IN Registry Empanelled Arbitrators, in accordance with Dispute Resolution Policy and Procedure and Arbitration & Conciliation Act, 1996.

9. Reservation of Rights for the .IN Registry. 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 or place any domain name(s) on registry lock and/or put a Domain on hold in its discretion: (1) to protect the integrity and stability of .IN Registry; (2) to comply with any applicable laws, Indian 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 and employees; (4) for violations of this Schedule 15; or (5) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. The .IN Registry also reserves the right to freeze a Domain during resolution of a dispute pending before arbitrator(s) appointed under the INDRP and/or a court of competent jurisdiction.

10. Additional Policies of the .IN Registry. The .IN Registry reserves the right to impose additional policies, terms, or conditions to govern the registration of a .IN Domain. You agree to review all such additional policies as can be found online at: http://www.registry.in.

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SCHEDULE '16'

Provisions Specific To CentralNic Domain Extensions

CentralNic Ltd. ("CentralNic") is the Registry provider of certain second-level string domain extensions (see table below) (individually and together, the "CentralNic Domain(s)").

In the case of a Registration of a CentralNic Domain, the following additional terms and conditions will apply:

1. Additional Terms and Conditions. Registrant agrees to any additional terms and conditions (amendments and modifications thereto), including, without limitation, provisions regarding indemnity, fees, term/termination, privacy, limitation of the Registry's liability, and the dispute resolution service (altogether the "Terms and Conditions") required by CentralNic, in connection with any of the DNR Services provided hereunder. To complete the registration process for a CentralNic Domain, Registrant must also have read, understood, and agreed to be bound by CentralNic's Registration terms and conditions found online at https://www.centralnic.com/support/terms/domains and incorporated herein by reference.

2. Domain Name Dispute Resolution Policy. Registrant agrees that all disputes regarding CentralNic Domains will proceed pursuant to CentralNic's Domain Name Dispute Resolution Policy found online at http://www.centralnic.com/support/dispute and incorporated herein by reference.

3. Fees. Registrant understands and agrees that CentralNic is entitled to (but is not obligated to) invoice you directly for the Registration and for the renewal of the Registration on or before the renewal date. If Registrant receives such an invoice, payment must be made to CentralNic within the period stated on the invoice. If CentralNic does not receive payment within such period CentralNic is entitled, at its option, either to suspend or to delete the Registration from the database, and if so deleted, the Domain may be made available for registration to the public. If suspended, CentralNic reserves the right to charge you for resumption of the Registration.

4. Registration Term. Registration terms range from two (2) to ten (10) years for ".INFO" Domains with the exception of ".INFO" Sunrise Domains, which have a registration range of five (5) to ten (10) years.

5. Right to Deny, Cancel or Transfer a Registration. Registrant acknowledges and agrees that both DomainPeople and CentralNic individually reserve the right to deny, cancel or transfer any registration or transaction, or place any Domain(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the Registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on their part, as well as on the part of their affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement; (e) to correct mistakes in connection with a Registration; (f) to enforce the CentralNic terms and conditions; and (g) to prevent use of the Domain in a manner contrary to the intended purpose of the CentralNic Domains (including but not limited to use of the Domain in illegal activity). DomainPeople also reserves the right to lock, hold or place a similar status a Domain during resolution of a dispute. Neither DomainPeople nor CentralNic shall have any liability to of any kind to Registrant, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.

TABLE OF CENTRALNIC DOMAIN EXTENSIONTS

SECOND-LEVEL STRING DOMAIN EXTENSION	ASSOCIATED GEOGRAPHICAL LOCATION

.com.de	Germany
.us.org	United States
.eu.com	European Union
.uk.com	United Kingdom
.uk.net	United Kingdom
.us.com	United States
.la	Los Angeles
.cn.com	China
.de.com	Germany
.jpn.com	Japan
.kr.com	Korea
.no.com	Norway
.za.com	South Africa
.br.com	Brazil
.ar.com	Argentina
.ru.com	Russia
.sa.com	Saudi Arabia
.se.com	Sweden
.se.net	Sweden
.hu.com	Hungary
.gb.com	Great Britain
.gb.net	Great Britain
.qc.com	Quebec
.uy.com	Uruguay
.ae.org	United Arab Emirates
.gr.com	Group, Greece, Grand Rapids / USA

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SCHEDULE '17'

Provisions Specific To Other ccTLDs

In the case of a Registration in any of the ccTLDs listed below, Registrant also agrees to any additional terms and conditions (amendments and modifications thereto) required by each applicable Registry or partner registrar in connection with any of the DNR Services provided hereunder. Such policies shall be found at the website of each Registry or such partner registrar. For your convenience, the current URLs for such websites are listed in this Schedule 16. Although this information is believed to be correct, it is not guaranteed and Registrant is solely responsible for ascertaining the contents of any such policies and any amendments or modifications thereto. Registrant agrees that, by continuing to use the DNR Services provided hereunder after amendments or modifications to the applicable Registry policies become effective, Registrant has agreed to such amendments or modifications. Neither DomainPeople nor any Registry shall refund any fees paid by Registrant upon such termination. Registrant represents and warrants that any order it submits for registrations or other DNR Services provided hereunder shall be compliant with all applicable Registry policies, terms and conditions.

Registrant further agrees that in the case of certain domain name registrations (A) Registry reserves the right to instruct DomainPeople 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 Registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors,

representatives, employees, and stockholders; (4) for violations of their registration agreement; or (5) to correct mistakes made by Registry or any registrar in connection with a domain name registration and (B) Registry reserves the right to place on LOCK, HOLD, or similar status any domain name during resolution of a dispute.

Registrant warrants to have read and reviewed, and hereby expressly agrees to bound by, the appropriate additional polices, terms, and conditions associated with Registrant's Domain extension (below).

ccTLD EXTENSION	REGISTRY POLICIES	ADDITIONAL TERMS AND CONDITIONS
.ac (Ascension Island)	http://www.nic.ac	
.ag **.com.ag** **.net.ag** **.org.ag** (Antigua and Barbuda)	http://www.nic.ag	http://www.afilias-grs.info/public/policies/ag
.am (Armenia)	http://dot.am	
.at (Austria)	http://www.nic.at	
.be (Belgium)	http://www.dns.be	
.bz (Belize)	http://www.belizenic.bz	http://www.afilias-grs.info/public/policies/bz
.cc (Cocos (Keeling) Islands)	http://www.nic.cc	
.co (Columbia)	http://www.cointernet.co/	http://www.enom.com/terms/agreement.asp
.fm (Micronesia, Federal State of)	http://www.fm	
.gs (South Georgia and the South Sandwich Islands)	http://www.nic.gs	
.hn **.com.hn** **.net.hn** **.org.hn** **.edu.hn** (Honduras)	http://www.nic.hn	http://www.afilias-grs.info/public/policies/hn
.io (British Indian Ocean Territory)	http://www.nic.io/	
.it (Italy)	http://www.nic.it	
.jp (Japan)	http://jprs.jp	
.la (Los Angeles)	http://www.la/	https://www.la/terms
.mn (Mongolia)	http://www.nic.mn/	
.ms (Montserrat)	http://www.adamsnames.tc	
.com.mx (Mexico)	http://www.nic.mx	
.nl (Netherlands)	http://www.domain-registry.nl	
.nu (Niue)	http://www.nunames.nu	
.co.nz **.net.nz** **.org.nz** (New Zealand)	http://www.dnc.org.nz	
.pl **.com.pl**	http://www.dns.pl	

.net.pl **.org.pl** **.biz.pl** **.info.pl** (Poland)		
.sc **.com.sc** **.org.sc** **.net.sc** (Seychelles)	http://www.nic.sc	http://www.afilias-grs.info/public/policies/sc
.sh (Saint Helena)	http://www.nic.sh	
.tc (Turks and Caicos Islands)	http://www.adamsnames.tc	
.tk (Tokelau)	http://www.dot.tk	
.tm (Turkmenistan)	http://www.nic.tm	
.tv (Tuvalu)	http://www.tv	
.com.tw **.org.tw** (Taiwan)	http://rs.twnic.net.tw	
.co.uk **.me.uk** **.org.uk** (United Kingdom)	http://www.nic.uk	
.vc **.com.vc** **.net.vc** **.org.vc** (St. Vincent and the Grenadines)	http://www.afilias-grs.info/public/policies/vc	
.vg (Virgin Islands, British)	http://www.adamsnames.tc	
.ws (Samoa)	http://www.samoanic.ws	

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