

# Domain Name Registration Agreement

This Domain Name Registration Agreement ("Agreement") is by and between ITDomainNames a Colorado LLC and You, Your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of ITDomainNames's Domain Name Registration and represents the entire agreement between You and ITDomainNames. By participating in this transaction, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, including our dispute policy and the ICANN Transfer Dispute Resolution Policy along with any new, different or additional terms, conditions or policies, including the Universal Terms of Service which ITDomainNames may establish from time to time. Such Agreements may be found here.

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

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

## 1. fees

In consideration for the services and products ("service") purchased by You and provided to You by ITDomainNames, You agree to pay ITDomainNames at the time service is provided. Payment is to be made by You by providing one of the following: a valid credit card, an online check, PayPal, ITDomainNames Gift Card, "Good As Gold" (collectively, the "Payment Method"). Personal checks and money orders must be for payments of \$100 or more, and issued in U.S. dollars for the full amount required at that time. All money orders will be delayed ten (10) days until the money is credited, which may delay Your usage of the product or service, and any money order that does not clear will result in a \$25 processing fee. Personal checks under \$1,000 are subject to the same processing fees as wire transfers. All personal checks will be delayed fourteen (14) days until the money is credited, which may delay Your usage of the product or service, and any check that bounces will result in a \$25 bounced check fee. If You purchase an automatically renewing service or product by personal check, it is Your responsibility to make payment arrangements for each renewal payment. You understand that ICANN requires ITDomainNames to collect a small registration fee when You purchase Your domain name registration. You agree to pay such fees. Payments are non-refundable. If for any reason ITDomainNames is unable to charge Your Payment Method for the full amount owed

ITDomainNames for the service provided, or if ITDomainNames is charged a penalty for any fee it previously charged to Your Payment Method, You agree that ITDomainNames may pursue all available remedies in order to obtain payment. You agree that among the remedies ITDomainNames may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any domain names registered or renewed on Your behalf. ITDomainNames reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change Your Payment Method at any time by logging into Your Account Manager and selecting Credit Card and Payment Information.

### Domain Name Renewals

When You register a domain name, automatic renewal is the default setting, which You must deactivate if You do not want Your domain name(s) to be automatically renewed. Unless You disable the automatic renewal option, ITDomainNames will automatically renew, for a period equivalent to the length of Your original registration, any domain name that is up for renewal and will take payment from the Payment Method You have on file with ITDomainNames, at ITDomainNames's then current rates. Thus, if you have chosen to register your domain name for one year, ITDomainNames will automatically renew it for one year. If You have chosen to register Your domain name for two years, ITDomainNames will automatically renew it for two years, and so on. Domain name renewals will be non refundable. If for any reason ITDomainNames is not able to take the payment from the Payment Method You have on file, and You fail to respond to our notices, Your domain name registration will expire. It is Your responsibility to keep Your Payment Method information current, which includes the expiration date if you are using a credit card. If You do not elect that the domain name be automatically renewed, You have the responsibility of logging into the Domain Manager portion of your Account Manager for that domain name and manually implementing the renewal by the expiration date (should You in fact want the domain name to be renewed). In this case, if You fail to manually implement the renewal in a timely fashion the domain name will be cancelled and You will no longer have use of that name. You agree that ITDomainNames will not be responsible for cancelled domain names that You fail to renew, either automatically or manually. In any case, if You fail to renew Your domain name in a timely fashion, additional charges may apply. If You signed up for domain masking, domain forwarding, or any other similar service, with Your domain registration, these services will be automatically renewed when Your domain registration is up for renewal, and You will incur the applicable additional renewal fee unless You cancel in advance.

If You fail to renew Your domain name, You agree that ITDomainNames may, at its sole discretion, renew Your expired domain name on Your behalf. If ITDomainNames decides to renew Your expired domain name on Your behalf, You will have a Renewal Grace Period during which You may reimburse ITDomainNames for the renewal and keep Your domain name. The Renewal Grace Period is currently twelve (12) days but subject to change under the terms of Section 2 of this Agreement. If You do not reimburse ITDomainNames for the renewal during the Renewal Grace Period Your domain name will be placed on Hold and flagged for deletion

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

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

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

## **2. term of agreement; modifications**

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

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

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

## **3. up to date information; use of information and expiration**

You agree to notify ITDomainNames within five (5) business days when any of the information You provided as part of the application and/or registration process changes. It is Your

responsibility to keep this information in a current and accurate status. Failure by You, for whatever reason, to provide ITDomainNames with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by ITDomainNames to determine the validity of information provided by You, shall also be considered to be a material breach of this Agreement. You agree to retain a copy for Your record of the receipt for purchase of Your domain name.

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

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

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

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

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

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, you hereby grant to us the right to disclose to third parties through an interactive publicly accessible

registration database the following information that you are required to provide when applying for a domain name: i. the domain or sub-domain name(s) registered by you; ii. your organization name, type and postal address; iii. the name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for your domain or sub-domain name(s); iv. the full hostnames and Internet protocol (IP) addresses of at least two nameserver hosts (one primary and at least one secondary) for your domain or subdomain. Up to six (6) nameservers may be specified. If a host has more than one IP address, use a comma-separated list; v. the corresponding names of those nameservers; vi. the original creation date of the registration; and vii. the expiration date of the registration. We may be required to make this information available in bulk form to third parties. We may also transfer or assign this information to CIRA or such other third party as we may decide, in our sole discretion.

#### **4. dispute resolution policy**

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

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

#### **5. transfer of domain names; resale practices**

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

You may log into Your account with ITDomainNames at any time after Your domain name has been successfully transferred to ITDomainNames, and change the status to unlock.

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

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

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

You agree to provide Your customers with adequate customer support, and to maintain contact with them with regard to providing a medium for them to communicate changes in the information they provided as part of the domain name registration process. Upon receiving corrected or updated information You will, within 5 business days, provide such information to ITDomainNames so ITDomainNames may update its registration records. You will retain copies of all communications between You and Your customers and will upon request provide ITDomainNames copies of same. For .ca domain names, You may not transfer .ca domains to us.

## **6. suspension of services; breach of agreement**

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

(i) Your ability to use any of the services provided by ITDomainNames is subject to cancellation or suspension in the event there is an unresolved breach of this agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN, and

(ii) Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any ITDomainNames procedure not inconsistent with an ICANN adopted specification or policy;

(1) to correct mistakes by ITDomainNames or the registry operator in registering any domain name; or

(2) for the resolution of disputes concerning any domain name.

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

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

## **7. restriction of services; right of refusal**

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

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

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

You agree that ITDomainNames, in its sole discretion and without liability to You, may refuse to accept the registration of any domain name. ITDomainNames also may in its sole discretion and without liability to You delete the registration of any domain name during the first thirty (30) days after registration has taken place. ITDomainNames may also cancel the registration of a domain name, after thirty (30) days, if that name is being used, as determined by ITDomainNames in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You conduct business;

activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; and activities designed to harm or use unethically minors in any way. In the event ITDomainNames refuses a registration or deletes an existing registration during the first thirty (30) days after registration, You will receive a refund of any fees paid to ITDomainNames in connection with the registration either being canceled or refused. In the event ITDomainNames deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

## **8. parked page service**

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

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

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

ITDomainNames provides its Parked Page services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such services. Further, the services provided, including, but not limited to, the advertisements, shall be based upon the content of Your web site and may include, but are not limited to, advertisements of Your competitors. ITDomainNames explicitly reserves the right and sole discretion to:

1. Censor any web site hosted on its Parked Page servers that, in ITDomainNames's sole discretion, is deemed inappropriate;

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

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

## **9. provisions specific to all registrations**

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

## **10. provisions specific to .COM, and .NET registrations**

### **Indemnification**

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

### 11. provisions specific to .ORG registrations

## **Indemnification**

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

## **12. provisions specific to .INFO registrations**

### **Indemnification**

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

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

1. 1. consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .info Registry Operator and its designees and agents;
2. 2. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP");
3. 3. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and
4. 4. acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.

## **13. provisions specific to .WS (WEBSITE) registrations**

### **Indemnification**

You agree to indemnify, defend and hold harmless the .WS Registry Operator, Global Domains International, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

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

Revised: 3/1/2009

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