OnSmart Network Domain Name Registration Agreement

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of OnSmart Network, Inc.'s ("OnSmart Network") domain name registration services to register an Internet domain name, your registration of that domain name, as well as other OnSmart Network domain name related services. In this Agreement "you" and "your" refer to each customer and "we", "us" and "our" refer to OnSmart Network. This Agreement explains our obligations to you, and explains your obligations to us for various OnSmart Network services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional OnSmart Network service(s) or to cancel your OnSmart Network service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions. By using the service(s) provided by OnSmart Network under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, the accompanying dispute policy and any pertinent rules or policies that are or may be published by OnSmart Network.

This Agreement will become effective when accepted by OnSmart Network. OnSmart Network may elect to accept or reject your domain name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name.

1. Our Services

OnSmart Network is an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names (TLDs), currently .com, .net and .org. ICANN oversees registrations and other aspects of the TLDs. As an accredited domain name registrar, OnSmart Network is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations we register for TLDs are not effective until we have delivered the domain name registration information you provide us to the registry administrator for the TLDs, as applicable, and the registry administrator puts into effect your domain name registration. Currently, the registry administrator for the .com, .net and .org TLDs is Network Solutions, Inc.

You agree and acknowledge that OnSmart Network is not liable or responsible in any way for any

errors, omissions or any other actions by the registry administrator 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 the registry administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

2. What We Do Not Do

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name. You should be aware that there is the possibility we might be ordered by a court to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your domain name, we may turn to you to hold us harmless and to indemnify us.

3. Fees

As consideration for the domain name registration services and/or other services provided by OnSmart Network to you, you agree to pay OnSmart Network, prior to the effectiveness of the desired domain name registration, the applicable service(s) fees for the initial registration of the domain name and, should you choose to renew the registration, subsequent renewals of the registration. 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. Your requested domain name will not be registered unless we receive 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 OnSmart Network in its sole discretion). As further consideration for the OnSmart Network service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). 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 OnSmart

Network as the paying entity for that registration to the registry. We will reinstate your domain name registration solely at our discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee, currently set at US$200. For more information, please click here. You will be notified via an email message or via your account information when renewal fees are due. Should these fees go unpaid within the time specified in a second notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by credit card or such other method as we may indicate in the registration application or renewal form. We will renew your name for you provided your credit card or other billing information is available and up to date, unless you instruct us otherwise within the time specified. If your billing information is not accurate and you wish to renew your domain name registration, we will contact you to update this information and charge you accordingly.

4. Uniform Domain Name Dispute Resolution Policy

If you request, reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by OnSmart Network's current Uniform Domain Name Dispute Resolution Policy ("Dispute Policy") which are incorporated herein and made a part of this Agreement by reference. The Dispute Policy can be found at http://www.onsmart.net/udrp.php. Certain disputes, as specified in the Dispute Policy, are subject to that Policy. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold OnSmart Network harmless pursuant to the terms and conditions contained in the Dispute Policy.

5. Transfer to another Registrar

You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with OnSmart Network. You agree to provide written, signed authorization to OnSmart Network for the transfer of the domain name to another registrar and agree to pay any and all fees that may be charged by OnSmart Network to effect the transfer. Your request to transfer to another registrar may be denied in situations described in the Dispute Policy, including, but not limited to: a dispute over the identity of the domain name holder; bankruptcy; and default in the payment of any fees.

6. Modifications to OnSmart Network's Registration Agreement and Dispute Policy

You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on OnSmart Network's web site, or on notification to you by e-mail or United States mail. You agree to review OnSmart Network's web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail at info@onsmart.net or United States mail at the addresses listed on the cover page of this Agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the OnSmart Network services following notice of any revision to this Agreement or change in service(s), you abide by any such revisions or changes. You further agree that we, in our sole discretion, may modify our Dispute Policy at any time. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement and the Dispute Policy with the new modifications. You acknowledge that 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.

7. Account Information and Its Use

a. **Information You Are Required to Submit.** As part of the registration process, you are required to provide certain information and to update this information promptly as needed to keep it current, complete and accurate. The information you are obligated to provide in connection with the domain name you are registering is the following:

   (i)   The domain name being registered;

   (ii)   Your (or The domain name holder's) name, postal address, e-mail address, voice telephone number, and where available, fax number; and

   (iii) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the billing contact for the domain name; and

   (iv)   Valid payment information

You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your registration may not be renewed.

All other information which we may request from you at registration is voluntary. However, not providing the requested information may prevent you from obtaining all products and services made available to domain name registrants by us, other than registration of the domain name.

b. **Additional Information Maintained About Your Registration.** In addition to the information you provide, we maintain records relating to your domain name registration. These records may include:

  (i)   The original creation date of the registration;

  (ii)   The submission date and time of the registration application to us and by us to the proper registry;

  (iii)   Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;

  (iv)   Records of account for your domain name registration, including dates and amounts of all payments and refunds;

  (v)   The IP addresses of the primary nameserver and any secondary nameservers for the domain name;

  (vi)   The corresponding names of those nameservers;

  (vii) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;

  (viii) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name;

  (ix)   The expiration and renewal date of the registration;

(x)   Information and copies in electronic or paper form regarding all other activity between you and us and third parties relating to your domain name registration and related services.

c. **Your Obligations Relating to the Account Information.** In the event that, in registering the domain name, you are providing information about or on behalf of a third party, you hereby represent that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. By registering a name or applying for services you also represent that the statements in its application are true and you also represent that the Domain Name is not being registered for any unlawful purpose.

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over ten (10) calendar days to inquiries by OnSmart Network concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

d. **Privacy Policy: Disclosure and Use of Registration Information.** You agree and acknowledge that OnSmart Network will make available domain name registration information you provide or that we otherwise maintain to ICANN, to the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that OnSmart Network 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 ICANN and applicable laws.

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

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration and other information by OnSmart Network.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing your account at our web site (http://www.onsmart.net/), or via a similar service. In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. You agree that any person in possession of you Account Identifier and Password will have the ability and your authorization to modify your account information. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password. OnSmart Network will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

8. Ownership of Information and Data

You agree and acknowledge that OnSmart Network owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. OnSmart Network does not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

9. Agents and Licenses

You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the 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 technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

10. Announcements

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet

11. Limitation of Liability

YOU AGREE THAT ONSMART NETWORK WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME, (2) USE OF YOUR DOMAIN NAME REGISTRATION, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND ONSMART NETWORK'S CONTROL; (8) THE PROCESSING OF THIS APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10) APPLICATION OF THE DISPUTE POLICY. ONSMART NETWORK ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ONSMART NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ONSMART NETWORK'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS ($400.00).

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

12. Indemnity

You agree to release, indemnify, and hold all Registry Operators, OnSmart Network, their contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the OnSmart Network services provided hereunder or your use of the OnSmart Network services, including without limitation infringement by you, or someone else using any OnSmart Network service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any OnSmart Network operating rule or policy relating to the service(s) provided. When OnSmart Network is threatened with suit by a third party, OnSmart Network may seek written assurances from you concerning your promise to indemnify OnSmart Network; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

13. Representations and Warranties

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF THE DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR DOMAIN NAME REGISTRATION IS ACCURATE. ALL DOMAIN NAME REGISTRATION SERVICES ARE PROVIDED TO YOU "AS IS." EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME REGISTRAR IN THE INTRODUCTORY PARAGRAPH OF THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ITS DOMAIN NAME REGISTRATION SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, ONSMART NETWORK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN

NAME REGISTERED TO YOU. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONSMART NETWORK'S E-MAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. ONSMART NETWORK MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE E-MAIL SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE E-MAIL SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ONSMART NETWORK OR THROUGH THE E-MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

14. Breach and Revocation

OnSmart Network reserves the right to suspend, cancel, transfer or modify your domain name registration or suspend, cancel or modify other services we provide in the event (a) you materially breach this Agreement (including the Dispute Policy) and do not cure such breach within thirty (30) days of notice by OnSmart Network, (b) you use 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) you use 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 ICANN procedure, by any registrar (including OnSmart Network) or registry administrator procedures approved by an ICANN-adopted policy, (1) to correct mistakes by OnSmart Network, another registrar or the registry administrator in administering the name or (2) for the resolution of disputes concerning the domain name.

You also agree that OnSmart Network 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 OnSmart Network 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.

15. Right of Refusal

We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other OnSmart Network service(s), or to delete your domain name within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other OnSmart Network service(s), or we delete your domain name or other OnSmart Network service(s) within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or reserve, or delete your domain name or register you for other OnSmart Network service(s)

16. Governing Law

Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Washington, as if the Agreement was a contract wholly entered into and wholly performed within the State of Washington. Except as otherwise set forth in the Dispute Policy with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the OnSmart Network site shall be brought exclusively in the United States District Court for the Western District of Washington, or if there is no jurisdiction in such court, then in a state court in King County.

17. Notices

You agree that any notices required to be given under this Agreement by OnSmart Network to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

18. Infancy

You attest that you are of legal age to enter into this Agreement.

19. General

This Agreement, OnSmart Network's Disclaimer and the Dispute Policy, together with all modifications, constitute the complete and exclusive agreement between you and OnSmart Network, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of OnSmart Network to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by OnSmart Network of a breach of any provision hereof

be taken or held to be a waiver of the provision itself. In the event that any provision of this Policy shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Policy unenforceable or invalid as a whole. OnSmart Network will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of OnSmart Network as reflected in the original provision. This Agreement, OnSmart Network's Disclaimer and the Dispute Policy may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of OnSmart Network.

20. Additional Registry Requirements
Listed below are additional contractual requirements that you, the registrant, must agree to should you desire to register a domain name in these registries.

- a. **(.INFO)** Should you seek to register a .INFO second level domain name you, the registrant, must agree to the following terms:

    1. Registrant consents to the use, copying, distribution, publication, modification, and other processing of Registered Domain Name Holder's Personal Data by Afilias, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.

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

    3. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.

    4. Registrant acknowledges that Afilias, the registry operator for .INFO, 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.

5. Registrar and Afilias, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Registrar and/or Afilias as well as their affiliates, subsidiaries, officers, directors and employees. Registrar and Afilias also reserve the right to freeze a domain name during resolution of a dispute.

b. **(.BIZ)** Should you seek to register a .BIZ second level domain name you, the registrant, must agree to the following terms:

1. BIZ RESTRICTIONS. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

    (i) To exchange goods, services, or property of any kind;
    (ii) In the ordinary course of trade or business; or
    (iii) To facilitate:

        a. the exchange of goods, services, information, or property of any kind; or,
        b. the ordinary course of trade or business. Registering a domain name solely for the purposes of

            1. selling, trading or leasing the domain name for compensation, or
            2. the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

2. BIZ CERTIFICATION. As a .biz domain name registrant, you hereby certify to the best of your knowledge that:

    The registered domain name will be used primarily for bona fide business or commercial

purposes and not

(i) exclusively for personal use; or
(ii) solely for the purposes of

     a. selling, trading or leasing the domain name for compensation, or
     b. the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .biz restrictions, which are incorporated herein by reference, please see: http://www.neulevel.com/countdown/registrationRestrictions.html

     1. The domain name registrant has the authority to enter into the registration agreement; and
     2. the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

3. PROVISION OF REGISTRATION DATA.

(i) Provision of Registration Data. 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. This information includes (a) your full name, postal address, e-mail address, voice telephone number, and fax number if available; (b) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (c) the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain name; (d) the corresponding names of those nameservers; (e) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name; (f) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name; (g) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and (h) any remark concerning the registered domain name that should appear in the WHOIS directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the WHOIS directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Agreement.

(ii) Inaccurate or Unreliable Data. You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the WHOIS directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or any ICANN/Registry Policy.

4. DOMAIN NAME DISPUTE POLICY. If you reserved or registered a .biz domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(i) The Uniform Domain Name Dispute Resolution Policy, available at http://www.icann.org/udrp/udrp.htm.

(ii) The Start-up Trademark Opposition Policy ("STOP"), available at http://www.neulevel.com/countdown/stop.html; and

(iii) The Restrictions Dispute Resolution Criteria and Rules, available at http://www.neulevel.com/countdown/rdrp.html.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain name registered by

Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

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

5. DOMAIN NAME DISPUTE POLICY MODIFICATIONS. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. DOMAIN NAME DISPUTES. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we

are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

7. RESERVATION OF RIGHTS. OnSmart Network, Inc. and the .biz Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of OnSmart Network, Inc. and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. OnSmart Network, Inc. and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

c. **(.US)** Should you seek to register a .US second level domain name you, the registrant, must agree to the following terms:

1. 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 have and shall continue to have a lawful bona fide U.S. Nexus as defined in the "usTLD Nexus Requirements" , (iv) you are of legal age to enter into this Agreement, and (vi) you agree to comply with all applicable laws, regulations and policies of OnSmart Network, Inc, and the usTLD Administrator.

2. Provision of Registration Data.
   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. This information includes: (i) the Registered Name; (ii) the names of the primary nameserver and secondary nameserver(s) for the Registered Name; (iii) your name and postal address; (iv) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; (v) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name; (vi) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Registered Name; (vii) any remark concerning the registered domain name that should appear in the Whois directory; and (viii) any other data NeuStar, as the Registry, requires be submitted to it, including specifically information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.). You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory pursuant to the DoC/Registry Policy. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the Department of Commerce Contract with the Registry or any USTLD Administrator/DoC Policy.

3. Inaccurate or Unreliable Data.

   You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our 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 name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement.

4. Government Use of Data.

   You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever

and to have or permit other to do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

5. Licensing of a Domain Name.

If you intend to license use of a domain name to a third party, you nonetheless are the registrant of record and are 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 name. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to a party providing you reasonable evidence of actionable harm

6. Domain Name Dispute Policy.

If you reserved or registered a .us domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the usTLD Administrator as documented on its website, www.neustar.us, as they may be amended from time to time, and which are hereby incorporated and made an integral part of this Agreement.

7. Domain Name Dispute Policy Modifications.

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

8. Domain Name Disputes.

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute, including Registry policies incorporated by reference. You agree that in the event a domain name dispute arises with any third party, you will indemnify

and hold us harmless pursuant to the terms and conditions set forth in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

9. Jurisdiction.

For the adjudication of disputes concerning or arising from use of the domain name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) the State of Washington, and 3) the Commonwealth of Virginia.

10. Suspension, Cancellation or Transfer.

You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any usTLD Administrator adopted specification or policy, or pursuant to any registrar or usTLD Administrator procedure not inconsistent with a usTLD Administrator adopted specification or policy, (1) to correct mistakes by Registrar or the usTLD Administrator in registering the name or (2) for the resolution of disputes concerning the domain name.

11. Indemnification.

The Registrant shall indemnify and hold harmless the OnSmart Network, Inc. and the usTLD Administrator 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.

12. Reservation by usTLD Administrator.

OnSmart Network, Inc. and usTLD Administrator reserve the right to deny, cancel or

transfer any 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 usTLD Administrator or OnSmart Network, Inc., as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders, (4) for violations of this Agreement, or (5) to correct mistakes made by usTLD Administrator or any registrar in connection with a domain name registration. usTLD Administrator and OnSmart Network, Inc. also reserve the right to freeze a domain name during resolution of a dispute.