

## Domain Management Terms and Conditions

These Terms and Conditions (hereinafter referred to as the "Domain Management Terms" or this "Agreement") sets forth the terms and conditions of your use of the domain name registration services and any related services made available through the domain management portion of Atozdomainsmarket, LLC's Web Site ([www.Atozdomainsmarket.com](http://www.Atozdomainsmarket.com)). By ordering any Services hereunder, you (hereinafter "you" or "Customer") agree to be bound by the terms set forth in the Domain Management Terms and any Exhibits hereto.

### 1. DEFINITIONS

- 1.1 "Fees" shall mean the prices for the Services as set forth in any written agreement between Customer and Atozdomainsmarket, LLC.
- 1.2 "Third-Party Costs" shall mean any costs in addition to Fees required to facilitate a domain transaction, such as costs imposed by a foreign locality for the right to do business in such locality, ownership change, or trademark registration.
- 1.3 "ccTLD" shall mean any country code top level domains (e.g., .uk., .jp, .tv).
- 1.4 "gTLD" shall mean any general top level domains (e.g., .com, .net, .org, .biz).
- 1.5 "Portal" shall mean the domain name management system provided by Atozdomainsmarket, LLC through the portion of website labeled "Domain Management", which allows the Customer to register and manage domain names owned by the Customer and allows the Customer to submit orders for Services and track their progress.
- 1.6 "Automated Domains" shall mean those domains in which their respective Registry Operators have fully automated systems functions (e.g., .com, .net, .org, .biz, .info, .us, and .cn), which allows Atozdomainsmarket, LLC's Portal to perform certain real-time management of domain names.
- 1.7 "Services" shall mean any of the Services offered through the Portal, including, registration, transfers, modifications, domain name management services, or other services requested by Customer and provided by Atozdomainsmarket, LLC. Services do not include the services available through the Trademark Management and Brand Management portions of the Atozdomainsmarket, LLC Website.
- 1.8 "Estimate" shall mean the response to any Order submitted by a Customer in writing, through the Portal or through electronic mail.
- 1.9 "Registry Operators" shall mean the authorized operators of a top-level domain (TLD) (e.g., VerisignGRS for the .com TLD).
- 1.10 "Transfer" shall mean the service of changing the registrar of record for a domain to Atozdomainsmarket, LLC as the registrar for gTLDs.
- 1.11 "Modifiable Domain" shall mean a domain name that can be modified at the Registry in that such domain is in compliance with Registry requirements, is paid for, does not need ownership changes, or other material changes prior to, or required to facilitate a modification.
- 1.12 "Domain Modification" shall mean any changes to name servers (DNS) or contacts excluding domain owner (Registrant) of a Modifiable Domain.

- 1.13 "Order" shall mean any request for Services or any request for an Estimate submitted by a Customer to Atozdomainsmarket, LLC.
- 1.14 "Primary User" shall mean the person as identified within the Portal as having the master username and password.
- 1.15 "Sub-User" shall mean the person or persons setup within the Portal as having unique permissions as designated by the Primary User.

## 2. SERVICES

- 2.1 gTLDs. As an ICANN accredited domain name registrar, Atozdomainsmarket, LLC is, upon accepting your application to register or renew a domain name with a gTLD, your sponsor for that application. All gTLD domain name registrations we register or renew are not effective until we have delivered the domain name registration or renewal information you provide us to the Registry Operator for the respective gTLD, as applicable, and the Registry Operator puts into effect your domain name registration or renewal. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by the applicable Registry Operator for each of their respective registries and any new Registry Operators for any new gTLDs that may become available through Atozdomainsmarket, LLC, some of which are described on Exhibits A-D attached. You acknowledge that you agree to be bound by all terms and conditions of ICANN's Uniform Domain Name Dispute Resolution Policy (the "UDRP"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference for all gTLD domain name registrations or renewals, as well as any other policies adopted by ICANN from time to time.
- 2.2 No Guarantee of Registration or Renewal. You acknowledge and agree that Atozdomainsmarket, LLC cannot guarantee that you will be able to register, transfer or renew a desired domain name, even if an inquiry indicates that domain name is available, since Atozdomainsmarket, LLC cannot know with certainty whether the requested domain name is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS databases. You also acknowledge and agree that Atozdomainsmarket, LLC is not liable or responsible in any way for any errors, omissions or any other actions by any Registry Operator or registrar arising out of or related to your application for and registration of, renewal of, transfer of or failure to register, transfer or renew a particular domain name. You further acknowledge and agree that Atozdomainsmarket, LLC may elect to accept or reject any of your applications for registration or renewal for any reason at its sole discretion, including, but not limited to, rejection due to a request for registration or renewal of a prohibited domain name or rejection due to a potential infringement of someone else's rights. You also acknowledge and agree that Atozdomainsmarket, LLC is not liable or responsible in any way for any errors, omissions or any other actions by any Registry Operator arising out of or related to your application for and registration of, renewal of, or failure to register or renew a particular domain name.
- 2.3 Your Representations. By applying to register a domain name, or by asking Atozdomainsmarket, LLC to maintain, transfer or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in connection with such registration, transfer, maintenance, or renewal are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; (d) you will not knowingly use the domain name in violation of any applicable laws or regulations, and (e) that you are the rightful owner of any domain names for which you request a transfer to Atozdomainsmarket, LLC. You agree and acknowledge that it is your responsibility to determine whether your domain name registration infringes or violates someone else's rights, including, but not limited to, whether any foreign language translations of your domain name infringe or violate

someone else's rights.

- 2.4 Domain Name Registrant. Atozdomainsmarket, LLC considers the entity named as the Registrant for the domain name at the time of initial registration with Atozdomainsmarket, LLC as the entity that controls the domain name.
- 2.5 User Name and Password. The first time you apply to use Atozdomainsmarket, LLC's Portal, you will be assigned a username and password. That username and password are the means through which you access to certain of the Services. You acknowledge and agree that in no event will Atozdomainsmarket, LLC be liable for the unauthorized use or misuse of your User name or password. You are solely responsible for maintaining the confidentiality of your username and password and for any unauthorized activities, charges and/or liabilities made on or through your login name until we receive notification of any unauthorized use of your username or passwords.
- 2.6 Renewals. The Portal is designed to notify the Primary User contact as identified in the Portal for a domain name at least thirty (30) days before a domain renewal fee is due. Atozdomainsmarket, LLC shall update the Portal to automatically renew gTLDs and ccTLDs under management on the first day of each month for any domains expiring within that calendar month. Unless you instruct Atozdomainsmarket, LLC otherwise by deactivating your auto-renew status through the Portal for gTLDstlds prior to the first day of the month of expiration and prior to sixty (60) days from the expiration date for any ccTLDs managed by Atozdomainsmarket, LLC, Atozdomainsmarket, LLC will assume that the Customer desires to have the expiring domain name renewed. We will charge the credit card you used to secure the initial term of registration with us, or bill your account, as appropriate the following month in accordance with the payment terms described in Section 4. Atozdomainsmarket, LLC charges a recovery fee of \$150 for any domain names recovered after deletion during the ICANN mandated Redemption Grace Period.
- 2.7 Transfers. If you will be transferring domains to Atozdomainsmarket, LLC currently registered with another registrar, you understand that there may be certain confirmations and procedures required by the transferring registrar in order to complete the transfer process, such as responding to e-mails acknowledging the transfer request. You agree to promptly cooperate with such procedures and you acknowledge that any delays in your compliance with the applicable procedures may delay the effective date of such transfer to Atozdomainsmarket, LLC. 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 Atozdomainsmarket, LLC. Customer understands that Atozdomainsmarket, LLC is only responsible for the submission of the registrar transfer request to the Registry and the adding of the domain name to Atozdomainsmarket, LLC's registrar database upon a successful transfer. Atozdomainsmarket, LLC is not responsible for any action required by the previous registrar or by the customer to either facilitate the transfer or expedite it. Transfers may take from one day to several days depending on the processes of the current registrar. Due to the time constraints involved, Atozdomainsmarket, LLC does not recommend that a Customer request a registrar transfer within thirty days of the expiration date of the affected domain name. Customer understands that transferring of a domain not owned by the Customer results in Atozdomainsmarket, LLC performing customer service functions and often paying the previous registrar to transfer the domain back on behalf of the rightful owner. Customer agrees to pay a transfer reversal Fee of \$120.00 for any registrar transfer affecting a domain name for which the Customer is not the valid owner.
- 2.8 Registrant Transfers. You agree that if you initiate a transfer of registrant request through Atozdomainsmarket, LLC, Atozdomainsmarket, LLC is authorized to process such request without requiring you to provide any notarized statements or other proof of ownership of the affected domain name or otherwise confirming such transaction with the registrant of record. In submitting each such request, you represent and warrant that: (a) you are the rightful owner of the domain name affected by the request, (b) the change of registrant of the affected domain name will not infringe upon or otherwise violate the rights of any

third party; (c) the request is not submitted for an unlawful purpose; (d) you will not knowingly use the affected domain name in violation of any applicable laws or regulations; and (e) before any such request is submitted through Atozdomainsmarket, LLC, you have received verification from both parties to the transfer that such transfer has been duly authorized and approved. Atozdomainsmarket, LLC assumes no liability with respect to any such transfers. Atozdomainsmarket, LLC has the right to reverse a registrant transfer request or suspend, transfer or cancel a domain name affected by such request for any reason, including, without limitation, if Atozdomainsmarket, LLC has reason to believe that a registrant transfer was consummated in error or in violation of the rights of a third party. Customer agrees to pay a transfer reversal Fee of \$120.00 for any domain registrant transfer affecting a domain name for which the Customer is not the valid owner.

2.9 Domain Modifications Through the Portal, Customer may perform all Domain Modifications affecting Automated Domains at no charge. Customer agrees that all other Domain Modifications performed by Atozdomainsmarket, LLC are subject to its standard Domain Modification Fees.

2.10 Suspension, Cancellation, Transfer or Modification. You acknowledge and agree that Atozdomainsmarket, LLC may suspend, cancel, transfer or modify your use of the Services at any time, for any reason at its sole discretion. Without limiting the foregoing, Atozdomainsmarket, LLC may suspend, cancel, transfer or modify your domain name registration if (a) you materially breach this Agreement (including any applicable additional rule or policy) and do not cure such breach within five (5) calendar days of notice by Atozdomainsmarket, LLC, (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, or (c) you use your domain name in connection with unlawful activity. You further acknowledge and agree that your domain name registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any rules or policies applicable to your domain name registration, including, but not limited to (i) the UDRP, (ii) any ICANN adopted policy, (iii) any Registrar (including Atozdomainsmarket, LLC) or Registry Operator procedures, (iv) to correct mistakes by Atozdomainsmarket, LLC or the Registry Operator in registering the name (v) for the resolution of disputes concerning the registered domain name, or (vi) any applicable policy adopted by any ccTLD Registry Operator. You also agree that Atozdomainsmarket, LLC shall have the right to suspend, cancel, transfer or otherwise modify your domain name registration at such time as Atozdomainsmarket, LLC receives (i) a properly authenticated notification from a court of competent jurisdiction, or (ii) an arbitration award requiring the suspension, cancellation, transfer or modification of your domain name registration.

### 3. ORDERS

Customer agrees that any Orders submitted to Atozdomainsmarket, LLC, are subject to all of the terms and conditions of these Domain Management Terms. Orders for Services may be placed by Primary User or any Sub-User with such permission in the Portal through the Portal, by e-mail, or telecopy. Atozdomainsmarket, LLC may accept an Order through any of the following means: (i) entering the Order or domain name into the Customer's Portal account, or (ii) issuance of an Estimate describing the specific terms and conditions applicable to the Services ordered. In the event an Estimate is issued, Customer agrees to sign and return the Estimate in the manner specified therein. Customer's failure to sign the Estimate may result in Atozdomainsmarket, LLC canceling the Order. Once accepted, no Orders may be cancelled by Customer. Customer acknowledges that Services which are unfulfilled for more than six months due to a failure of Customer to provide requested information and or documentation will be considered closed by Atozdomainsmarket, LLC and require the Customer to submit another Order to reinstate the Services affected.

### 4. PAYMENT

4.1 Your domain name application, renewal application, or registrar transfer request will not be submitted to the applicable Registry Operator unless we receive actual payment of the registration, renewal, or transfer fee, or reasonable assurance of payment of the registration, renewal, or transfer fee from some other entity (such reasonable assurance as

determined by Atozdomainsmarket, LLC in its sole discretion). Customer agrees to pay Atozdomainsmarket, LLC for all Fees charged in connection with any accepted Orders hereunder. Atozdomainsmarket, LLC shall submit invoices to Customer to the billing contact or contacts as listed in the Portal at the beginning of each calendar month, which shall reference the Fees associated with all Orders and recurring Services accepted by Atozdomainsmarket, LLC during the prior month. Invoices may be paid by check, Visa, MasterCard, American Express, Discover, and wire transfer, subject to wire fee of \$25.00 for domestic originations and \$50.00 for international originations. All invoices are due and payable by Customer within thirty (30) days of the invoice date or in accordance with any other payment terms contained in an Estimate. Any payment not received within thirty (30) days from the applicable due date will accrue interest at a rate of the lesser of one and one half per cent (1.5%) per month or the maximum allowable under applicable law. In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) or other non-payment by you in connection with your payment of the registration, renewal, or registrar transfer fee, you acknowledge and agree that the registration shall be transferred to Atozdomainsmarket, LLC as the entity that has paid the registration, renewal, or transfer fee for that registration to the registry, and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties.

4.2 The Customer shall not, under any circumstances, receive any credits or refunds in connection with any Services which have been paid in full, including, without limitation, any a) fraudulent registration, b) registration in bad faith, c) loss of a domain dispute via the Uniform Domain Name Dispute Resolution Policy or legal action taken by a third party, c) reversal decision by the Registry, d) cancellation by Atozdomainsmarket, LLC due to Customer spamming, or other violations of this agreement by Customer, e) closed Services, f) cancellation for any reason by Customer, or g) inability on the part of any Registry Operator or registrar to deliver or otherwise complete the Services requested.

#### 5. TERM AND TERMINATION

The term of this Agreement will commence on the Effective Date and shall continue during the period in which receive any Services hereunder. Atozdomainsmarket, LLC may terminate the Agreement, with or without cause, upon thirty (30) days' notice to you. Any termination of this Agreement shall not relieve Customer of any obligations to pay Fees and Third-Party Costs accrued prior to the termination date and any other amounts owed by Customer to Atozdomainsmarket, LLC as provided in this Agreement. Upon termination of this Agreement, Atozdomainsmarket, LLC will have no obligation to pay renewal Fees beyond that which was pre-paid by Customer. It is Customer's responsibility to modify billing contacts of domain names in order to receive renewal notices directly. Atozdomainsmarket, LLC is not responsible to file, forward, or in anyway administer renewal notices beyond that which Atozdomainsmarket, LLC has received applicable Fees for by Customer. The terms set forth in Sections 2.1-2.6, 2.9-2.12, 4, and 5 - 10 shall survive the cancellation, termination or expiration of this Agreement.

#### 6. DOMAIN NAME REGISTRATION INFORMATION AND ITS USE

You hereby acknowledge and agree that, in connection with your use of certain of Atozdomainsmarket, LLC's Services, you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate. The information you are obligated to provide and keep current in connection with your use of Atozdomainsmarket, LLC's domain name registration, administration, and renewal services is the following:

6.1 Your full name (or the name of the authorized person for contact purposes, if registration is for an organization, corporation or association), postal address, email address, voice telephone number, and fax number, if available (or if different, that of the domain name holder);

6.2 The domain name being registered; and

6.3 The name, postal address, email address, voice telephone number, and where available,

fax number for the administrative contact, technical contact and billing contact for the domain name registration. You acknowledge and agree that when you renew a 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, the registration may not be renewed. In addition to the information you provide, we maintain records relating to any domain name application received by Atozdomainsmarket, LLC, as well as any domain name registered through, administered, or renewed by Atozdomainsmarket, LLC. We also maintain records relating to other services that we provide to you. These records may include, but are not limited to:

- A. The original creation date of a domain name registration, renewal, or request for service;
- B. The submission date and time of a registration or renewal application to us and by us to the proper registry;
- C. Communications (electronic or paper form) constituting submissions, forwarding, modifications, or terminations of service and related correspondence between you and us;
- D. Records of your account, including dates and amounts of all payments and refunds;
- E. The IP addresses of the primary name server and any secondary name servers for the domain name;
- F. The corresponding names of those name servers;
- G. The name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for a domain name;
- H. The expiration date of a domain name registration; and
- I. Information regarding all other activity between you and us regarding your use of the Services. You acknowledge and agree that willfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement that will be sufficient basis for cancellation of your domain name registration. You further acknowledge and agree that your failure to respond for over fifteen (15) calendar days to inquiries by Atozdomainsmarket, LLC concerning the accuracy of contact details associated with your domain name registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You acknowledge and agree that Atozdomainsmarket, LLC may make available information you provide or that we otherwise maintain to such third parties as applicable laws require or permit. You further acknowledge and agree that Atozdomainsmarket, LLC may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service or BulkWhois requirements specified by ICANN) or for targeted marketing and other purposes as required or permitted by applicable laws. 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 or use of any Services (including any updates to such information). We agree that we will take reasonable precautions to protect data about any identified or identifiable natural person from loss, misuse, unauthorized access or disclosure, alteration or destruction in accordance with the limitations described in this Agreement.

You acknowledge and agree that Atozdomainsmarket, LLC owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name and other

proprietary information databases, and all information and derivative works generated from those databases. Additionally, you hereby grant to Atozdomainsmarket, LLC a nonexclusive, worldwide, perpetual, irrevocable, fully paid-up right and license to use in our business, however it evolves, including the rights to copy, distribute, display, perform, transmit, prepare derivative works from or otherwise use without restriction the following information: (i) the original creation date of a domain name registration, (ii) the expiration date of a domain name registration, (iii) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, administrative contact, zone contact and billing contact for a domain name registration, (iv) any remarks concerning a registered domain name that appear or should appear in a WHOIS or similar database, and (v) any other information we generate or obtain in connection with the provision of the Services. Atozdomainsmarket, LLC does not have any ownership interest in your specific personal registration information or other information other than our rights in our domain name database, as set forth in this Section.

#### 7. AGENTS AND LICENSES

You agree that, if you are using the Services for 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 accept liability for harm caused by wrongful use of the Services. You agree that if you license the use of a domain name registered in your name 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. As further required by ICANN, 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 with reasonable evidence of actionable harm. In the event that (i) in applying for the registration of a domain name you are providing information about a third party, or (ii) you license a domain name registered in your name to a third party, you hereby represent and warrant 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. Customer agrees that as long as Atozdomainsmarket, LLC is currently providing Services to Customer, that Customer will allow Atozdomainsmarket, LLC to list Customer's company name, in text format only, on its client list currently located on its website.

#### 8. LIMITATION AND INDEMNIFICATION

8.1 THE SERVICES ARE PROVIDED TO CUSTOMER "AS IS." EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME REGISTRAR, Atozdomainsmarket, LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, Atozdomainsmarket, LLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE CUSTOMER EITHER FROM CHALLENGES TO ITS DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO CUSTOMER. YOU AGREE THAT Atozdomainsmarket, LLC, ICANN AND/OR ANY REGISTRY OPERATOR WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (i) SUSPENSION, LOSS, OR MODIFICATION OF YOUR DOMAIN NAME REGISTRATION, (ii) USE OF YOUR DOMAIN NAME REGISTRATION, (iii) UNAVAILABILITY OF SERVICES OR ANY FEATURES THEREOF OR ANY INTERRUPTION OF BUSINESS, (iv) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) ACCESSED BY THE DOMAIN NAME REGISTERED IN YOUR NAME, (v) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (vi) EVENTS BEYOND Atozdomainsmarket, LLC'S OR ANY REGISTRY OPERATOR'S REASONABLE CONTROL, (vii) THE PROCESSING OF YOUR DOMAIN NAME APPLICATION OR OTHER SERVICE APPLICATION, (viii) APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER

ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION) ADOPTED POLICIES, (ix) THE MISUSE OF YOUR USERNAME AND PASSWORD, OR (x) LOSSES RESULTING FROM ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT.

8.2 NEITHER Atozdomainsmarket, LLC NOR ANY REGISTRY OPERATOR WILL 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 Atozdomainsmarket, LLC AND/OR ANY REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Atozdomainsmarket, LLC'S AND/OR ANY REGISTRY OPERATOR'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES, BUT IN NO EVENT GREATER THAN FIVE HUNDRED DOLLARS (\$500.00). 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 MAXIMUM EXTENT PERMITTED BY LAW.

8.3 You agree to defend, indemnify and hold harmless Atozdomainsmarket, LLC, ICANN and/or any Registry Operator (including any parents, subsidiaries, shareholders, members, officers, directors, employees, affiliates, agents and subcontractors of Atozdomainsmarket, LLC and/or any Registry Operator) from any third party claim, action or demand, resulting in loss, damages or costs (including reasonable attorney's fees and expenses) due to, arising out of or related to: (i) your use of the Services, (ii) your application for and registration of, or failure to register or renew, a particular domain name; (iii) your use of any domain name registered in your name; (iv) your breach of this Agreement; (v) any disputes involving the intellectual property rights of others; (vi) processing any registrant transfers in accordance with this Agreement; and (vii) your use of any domain name affected by any transfer of registrant request. This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

## 9. CONDUCT

You may access and use the Services for lawful purposes only and you are solely responsible for the knowledge and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Services. You agree that you will not (i) use the Services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local state, Federal or international law or regulation; (ii) upload or otherwise transmit any content that you do not have a right to transmit under any law or contractual or fiduciary duty; (iii) interfere or infringe with any trademark or proprietary rights of any other party; (iv) interfere with the ability of other users to access or use the Services; (v) claim a relationship with or to speak for any individual, business, association, institution or other organization for which you are not authorized to claim such a relationship; (vi) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or (vii) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes any portion of the Services.

## 10. GENERAL

You acknowledge that the Internet, domain name system and the practice of registering and administering domain names are evolving, and therefore you agree that Atozdomainsmarket, LLC may modify or amend this Agreement, as well as any additional rules or policies that are or may be published by Atozdomainsmarket, LLC, by notice to you through any means (including, without limitation, through e-mail or through posting the revised terms on Atozdomainsmarket, LLC's website), as necessary to comply with Atozdomainsmarket, LLC's ICANN agreement, or with any other agreements that Atozdomainsmarket, LLC 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 any domain name registered through Atozdomainsmarket, LLC shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by Atozdomainsmarket, LLC, each 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. Except as otherwise set forth in the UDRP or any similar policy

with respect to any dispute over your domain name registration, 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 Maryland, as if the Agreement was a contract wholly entered into and wholly performed within the State of Maryland. You agree and acknowledge that any acceptance of your application for the Services and the performance thereof will occur at our offices in Germantown, Maryland, the location of our principal place of business. Except as otherwise set forth in the UDRP or any similar policy with respect to any dispute over your domain name registration, any action to enforce this Agreement or any matter relating to your use of the Atozdomainsmarket, LLC site shall be brought exclusively in the United States District Court for the District of Maryland, or if there is no jurisdiction in such court, then in a state court in Montgomery County, Maryland. Notwithstanding the foregoing, for the adjudication of disputes concerning or arising from use of domain names registered hereunder, you acknowledge and agree that you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (a) of the domain name holder's domicile, and (b) where Atozdomainsmarket, LLC's headquarters are located, currently Germantown, Maryland. These Domain Management Terms, the Exhibits hereto, as well as any additional rules and policies adopted by Atozdomainsmarket, LLC from time to time, constitute the complete and exclusive agreement between you and Atozdomainsmarket, LLC concerning your use of the Services, and supersede and govern all prior proposals, agreements, or other communications; provided, however, if you have executed a written agreement with Atozdomainsmarket, LLC with respect to the Services, such written agreement shall govern your use of the Services, subject to any additional terms that may be contained in the Exhibits hereto and or any Atozdomainsmarket, LLC polices adopted from time to time. All notices shall be made in writing and shall be sent by mail or telecopy to the addresses set forth on the signature page of this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Atozdomainsmarket, LLC 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 Atozdomainsmarket, LLC as reflected in the original provision. Except as set forth herein, this Agreement may not be amended, waived or modified by either party except by means of a written document signed by both Customer and an authorized representative of Atozdomainsmarket, LLC. Customer agrees to maintain the confidentiality of, and not to disclose to any third party, the terms of this Agreement or the Fees charged hereunder, except as necessary in connection with any legal action or proceedings.

---

[1] - Revised 1/27/04

## EXHIBIT A

.MOBI Terms and Condition

THE PROVISIONS CONTAINED IN THIS EXHIBIT M ARE SPECIFIC TO THE .MOBI SERVICE. ANY PROVISION CONTAINED IN THIS EXHIBIT M, WHICH CONFLICTS WITH ANY OTHER PROVISION OF THIS AGREEMENT SHALL CONTROL, AS IT RELATES TO THE .MOBI SERVICE.

Registered Name Holder shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless 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 Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement;

Indemnify, defend and hold harmless Afilias Ltd., 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 Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement;

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, 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 Atozdomainsmarket, LLC, Inc. 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.

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;

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 Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar;

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy;

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name;

Acknowledge and agree to be bound by the terms and conditions of the 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 Registry Operator and Afilias Ltd. 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.

Acknowledge and agree that the Registry and Afilias Ltd., 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.

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide ([www.mtld.mobi](http://www.mtld.mobi)) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines ([www.mtld.mobi](http://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.

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