

# **EXHIBIT 2**

## **GO DADDY UNIVERSAL TERMS OF SERVICE FOR GO DADDY SOFTWARE AND SERVICES**

This Universal Terms of Service for Go Daddy Software and Services Agreement ("Agreement") is by and between GoDaddy.com, Inc. ("Go Daddy") a/an Arizona corporation and you, your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of Go Daddy software ("Software") and services ("Services") and explains Go Daddy's obligations to You and Your obligations to Go Daddy in relation to the Software and Services You purchase.

This Agreement as well as any additional Go Daddy policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and Go Daddy concerning Your use of Go Daddy's Software and Services, and supersede and govern all prior proposals, agreements, or other communications. All Go Daddy policies and agreements specific to particular Software and Service are incorporated herein and made part of this Agreement by reference, including the [dispute policy](#) ("UDRP"). By purchasing Go Daddy's Software or Services, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which Go Daddy may establish from time to time, and any agreements that Go Daddy is currently bound by or will be bound by in the future. You may view the latest versions of these Agreements [here](#).

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

**The General Terms in Section A apply to all customers of Go Daddy. The Software and Services Specific Agreements incorporated in Section B apply only to customers who have purchased those referenced Services.**

### **A. GENERAL TERMS APPLICABLE TO ALL SOFTWARE AND SERVICES**

#### **1. TERM OF AGREEMENT; MODIFICATIONS.**

You agree that Go Daddy may modify this Agreement and the Services from time to time. You agree to be bound by any changes Go Daddy may reasonably make to this Agreement when such changes are made. If You have purchased Services or Software from Go Daddy, the term of this Agreement shall continue in full force and effect as long as You take advantage of and use the Software or Services. In the event You terminate Your usage, Go Daddy will not refund any amounts You have paid. You agree that Go Daddy shall not be bound by any representations made by third parties who You may use to purchase Services from Go Daddy, and that any statement of a general nature, which may be posted on Go Daddy's web site or contained in Go Daddy's promotional materials, will not bind Go Daddy. Go Daddy may, at times, offer certain promotions with different charges and features.

You agree that You will be responsible for notifying Go Daddy should You desire to terminate Your use of Go Daddy's Services. Notification of Your intent to terminate must be provided to Go Daddy no earlier than ten (10) days prior to Your billing date but no later than three (3) days prior to Your billing date.

#### **2. ACCURATE INFORMATION.**

You agree to maintain accurate information by providing updates to Go Daddy, as needed, while

You are using Go Daddy's Services. You agree You will notify Go Daddy within five (5) business days when any change of the information You provided as part of the application and/or registration process changes. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by Go Daddy to determine the validity of information provided by You will constitute a material breach of this Agreement.

You agree that Go Daddy may use and rely on any such information provided by You for all purposes in connection with Your Services, subject to Go Daddy's [Privacy Policy](#). If You provide any information that is inaccurate, not current, false, misleading or incomplete, or if Go Daddy has reasonable grounds to suspect that Your information is inaccurate, not current, false, misleading or incomplete, Go Daddy has the absolute right, in its sole discretion, to terminate its Services and close Your account.

### 3. PRIVACY.

You can view Go Daddy's Privacy Policy [here](#), which is incorporated herein by reference, as it is applicable to all Go Daddy Software and Services. The Privacy Policy provides Your rights and Go Daddy's responsibilities with regard to Your personal information. Go Daddy will not use Your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy.

### 4. ACCOUNT SECURITY.

You agree You are entirely responsible for maintaining the confidentiality of Your customer number/login, password, credit card number, and shopper PIN (collectively, the "Account Access Information"). For security purposes, Go Daddy recommends that You change Your password and shopper PIN every six (6) months, for every Go Daddy account, subject to Go Daddy's password and PIN guidelines. You agree You are entirely responsible for any and all activities that occur under Your account. You agree to notify Go Daddy immediately of any unauthorized use of Your account or any other breach of security. You agree Go Daddy will not be liable for any loss that You may incur as a result of someone else using Your Account Access Information, either with or without Your knowledge. You further agree You could be held liable for losses incurred by Go Daddy or another party due to someone else using Your Account Access Information. You should keep Account Access Information in a secure location and take precautions to prevent others from gaining access to Your Account Access Information. You agree that You will be responsible for all activity in Your account, whether initiated by You, or by others on Your behalf, or by any other means. Go Daddy specifically disclaims liability for any activity in Your account, whether authorized by You or not.

### 5. NO UNLAWFUL CONDUCT OR IMPROPER USE.

As a condition of Your use of Go Daddy's Software and Services, You agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and You agree to comply with any applicable local, state, federal and international laws, government rules or requirements. You agree You will not be entitled to a refund of any fees paid to Go Daddy if, for any reason, Go Daddy takes corrective action with respect to Your improper or illegal use of its Services.

Go Daddy reserves the right at all times to disclose any information as Go Daddy deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Go Daddy's sole discretion.

If You have purchased Services, Go Daddy has no obligation to monitor Your use of the Services. Go Daddy reserves the right to review Your use of the Services and to cancel the Services in its sole discretion. Go Daddy reserves the right to terminate Your access to the Services at any time, without notice, for any reason whatsoever.

Go Daddy reserves the right to terminate Services if Your usage of the Services results in, or is the subject of, legal action or threatened legal action, against Go Daddy or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit. Go Daddy may review every account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

Except as set forth below, Go Daddy may also cancel Your use of the Services, after thirty (30) days, if You are using the Services, as determined by Go Daddy in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to:

- activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties;
- activities prohibited by the laws of the United States and/or foreign territories in which You conduct business;
- activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography;
- activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable;
- activities designed to impersonate the identity of a third party;
- illegal access to other computers or networks (i.e., hacking);
- distribution of Internet viruses or similar destructive activities;
- activities designed to harm or use unethically minors in any way; and
- activities associated with the sale or distribution of prescription medication without a valid prescription.

Notwithstanding anything to the contrary herein, in the event Go Daddy cancels Your Services during the first thirty (30) days after You purchase the Services, You will receive a refund of any fees paid to Go Daddy in connection with the Services being cancelled. In the event Go Daddy deletes Your Services because they are being used in association with spam or morally objectionable activities, no refund will be issued. You agree You will not be entitled to a refund of any fees paid to Go Daddy if, for any reason, Go Daddy takes corrective action with respect to Your improper or illegal use of its Services.

## **6. NO SPAM; LIQUIDATED DAMAGES.**

You agree Go Daddy may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then You agree to pay Go Daddy liquidated damages of one dollar (\$1.00) for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with Your account, otherwise You agree to pay Go Daddy's actual damages. You acknowledge You have read and understand and agree to be bound by the terms and conditions of Go Daddy's Anti-Spam Policy, available [here](#). Such terms and conditions are applicable to the use of all Go Daddy Software and Services and are incorporated herein.

## **7. INTELLECTUAL PROPERTY.**

You agree Go Daddy or its licensor holds all rights, title and interest in all Software and Services and all intellectual property, including other rights related to intangible property, unless otherwise indicated. You acknowledge that no title or interest in such Intellectual Property Rights is being transferred to You and You agree to make no claim of interest in any such Services or Software.

You understand and agree that all content and materials contained in this Agreement, other policies, the Go Daddy web site, and any affiliated web sites, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Go Daddy or its licensor expressly reserves its rights in and to all such content and materials. You further understand and agree that You are prohibited from using, in any manner whatsoever, any of the content or materials described above without the express written permission of Go Daddy or its licensor. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

## 8. USE OF GO DADDY SOFTWARE.

If You have licensed software from Go Daddy, Go Daddy grants You a limited, non-exclusive, nontransferable and non-assignable license to use the software for such purposes as are ordinary and customary. You are free to use the software on any computer, but not on two (2) or more computers at one time.

You agree to not alter or modify the Software. You agree You are not authorized to combine the Software with any other software program, create derivative works based upon the Software, nor are You authorized to integrate any plug-in or enhancement which uses or relies upon the Software. You further agree not to reverse engineer, decompile or otherwise attempt to uncover the source code.

Go Daddy reserves all rights to the Software. The Software and any copies You are authorized to make are the intellectual property of Go Daddy. The source code and its organization are the exclusive property of Go Daddy and the Software is protected by copyright, including United States Copyright Law. Except as expressly provided for in this section, this Agreement does not grant You any rights in the Software and all rights are reserved by Go Daddy.

GO DADDY PROVIDES THIS SOFTWARE "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 9. FEES AND PAYMENT.

As consideration for the Software or Services purchased by You and provided to You by Go Daddy, You agree to pay Go Daddy at the time You order. All fees are due immediately and are non-refundable unless otherwise expressly noted, even if Your Services are suspended, terminated, or transferred prior to the end of the Services term. Go Daddy expressly reserves the right to modify pricing through email notification and/or notice on its web site. Payment may be made by You by Express Checkout where available, or by providing either a valid credit card, an online check, a personal check, gift card, except as prohibited in any product specific agreement, including but not limited to Auctions Membership, Discount Domain Club, Domain Buy Service, Domain Name Back Ordering, Domain Name Monitoring, Power Content Plans, Investor's Edge and Cash Parking, or using Go Daddy's prepaid service Good as Gold, ("Prepaid Services") to establish a cash reserve for charge by Go Daddy (collectively, the "Payment Method"). Your Prepaid Services account may be funded by a money order or a personal check under as further described, below. With Express Checkout enabled, clicking the "Express Checkout" button for a product that offers Express Checkout will automatically place an order for that product and charge the primary payment method on Your account. Confirmation of that order will be sent to the email address on file for Your account. Your Payment Method on file must be kept valid if You have any active products in Your account. For Go Daddy Marketplace users, You may use either use a valid credit card, PayPal, or Prepaid Services to make purchases. Go Daddy Marketplace transactions are governed by the Go Daddy Marketplace Returns and Refund policy published in the Marketplace FAQ on the date of Your original purchase.

If You signed up for a monthly payment plan, Your monthly billing date will be determined based on the day of the month You purchase the Services unless that date falls after the 28th of the month, in which case Your billing date will be the 28th of each month. If You signed up for an annual (or longer) payment plan, and You elected the automatic renewal option, Go Daddy will automatically renew Your Services when they come up for renewal and will take payment from the Payment Method You have on file with Go Daddy, at Go Daddy's then current rates.

If for any reason Go Daddy is unable to charge Your Payment Method for the full amount owed Go Daddy for the Services provided, or if Go Daddy is charged a penalty for any fee it previously charged to Your Payment Method, You agree that Go Daddy may pursue all available remedies in order to obtain payment. If You pay by credit card and if for any reason Go Daddy is unable to charge Your credit card with the full amount of the Services provided, or if Go Daddy is charged back for any fee it previously charged to the credit card You provided, You agree that Go Daddy

may pursue all available remedies in order to obtain payment. You agree that among the remedies Go Daddy may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any domain names or Services registered or renewed on Your behalf. Go Daddy reserves the right to charge a reasonable administrative fee for administrative tasks outside the scope of its regular Services, including additional costs that it may incur in providing the Services and pass along to You. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, fees incurred by third parties You have elected to use as payment methods, including PayPal and Certegy, Inc., and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change Your Payment Method at any time by logging into Your **Account Manager**. For Go Daddy Marketplace orders where payment has not been received or Go Daddy has received a chargeback for any portion of the transaction, You understand that in addition to any administrative fees Go Daddy may charge for the handling of the chargeback, the seller may also pursue all available lawful remedies to collect payment plus applicable fees, or obtain the lost merchandise. Go Daddy is not responsible for the actions of the sellers.

You agree that You are solely liable for arranging that Your Services are renewed, and that Go Daddy shall not be liable to You or any third party if it is unable to charge Your Payment Method in order to renew Your Services.

While all transactions are processed in US dollars, Go Daddy may provide an estimated conversion price to currencies other than US dollars. You acknowledge and agree that the pricing displayed during the checkout process is an estimate. Due to potential slight time delays between actual purchase and the payment settlement, the actual price charged may fluctuate. Go Daddy makes no representations or warranties that the estimated price will be the same or substantially similar to the actual price You will pay and You waive any and all claims based upon any discrepancy between the estimate and the actual price and the price paid and any subsequent refund. In addition, You may be charged VAT, GST or other localized taxes, based on the country indicated in Your billing address section. Any amounts to be charged will appear during the checkout process.

#### **(A) GOOD AS GOLD PREPAID SERVICES**

- Service Details

By using Go Daddy's Prepaid Services, You can transfer funds to Go Daddy in advance and use the balance of Your Prepaid Services Account ("Account") as You please. You can use Your Account to purchase any of the Software or Services of Go Daddy. As consideration for the Services purchased by You and provided to You by Go Daddy, You agree to pay Go Daddy in advance for the Services to be provided. Payment is to be made by You providing either a valid credit card, wire transfer, a money order, or personal check. All money orders will be delayed ten (10) days until the money is credited, which may delay Your usage of the product or Services, and any money order that does not clear will result in a twenty-five dollar (\$25.00) processing fee. Personal checks may only be used for payments of one hundred dollars (\$100.00) or more, and may not be made for less than the amount required at purchase. Personal checks under one thousand dollars (\$1,000.00) are subject to the same processing fees as wire transfers. All personal checks will be delayed fourteen (14) days until the money is credited, which may delay Your usage of the Software or Services. You agree that if the EFT or bank draft is returned unpaid, You will pay a service charge of twenty-five dollars (\$25.00) or the maximum amount allowed by law, which may be debited from Your account using an EFT or bank draft.

You can verify the remaining funds in Your Account at any time by logging in to Manage Your Account or through the shopping cart on the Go Daddy web site. Should You decide to terminate Your Account and seek a refund of Your Prepaid Services, Your refund will be made by check net of any discounts, including, but not limited to, reduced or waived wire transfer fees and/or the Cash Discount.

You acknowledge that funds transferred to Your Account will be held in an account by Go Daddy, which will not accrue or pay interest for Your benefit. To the extent interest may accrue, if any, You understand and agree that Go Daddy shall be entitled to receive and keep any such amounts to cover costs associated with the Prepaid Services.

You acknowledge that all transactions using Prepaid Services will be conducted in U.S. Dollars and that it is Your responsibility to arrange for foreign currency translations prior to funding Your Account. Wire transfers received by Go Daddy in foreign currencies will be returned and You will be responsible for the cost of returning such funds. Your Account must be funded on an initial basis with no less than one hundred dollars (\$100.00), paid in U.S. funds. You agree that You will be responsible for all wire transfer fees, both incoming and outgoing, associated with Your Account. Any non-U.S. wire transfers may be subject to fees by either Your bank, intermediary banks or Go Daddy's bank, which may reduce the amount of the money received by Go Daddy's bank and subsequently funded into Your Prepaid Good as Gold Account. Customers funding a Good as Gold Account who wire one thousand dollars (\$1,000.00) or more shall not be subject to a twenty dollar (\$20.00) wire transfer processing fee from Go Daddy. You hereby expressly give Go Daddy permission to reduce Your Account by the amount of wire transfer fees Go Daddy incurs in order to receive Your funds. All fees are subject to change and will be updated online in this Agreement.

Prepaid Services Accounts will receive a two percent (2%) discount on purchases (the "Cash Discount"), except for items purchased on Go Daddy Marketplace. The Cash Discount will be reflected in Your Account balance. Thus, purchases will reduce the balance of Your Account by ninety-eight percent (98%) of the total purchase price of each transaction. For example, if Your Account is funded with an initial amount of one hundred dollars (\$100.00) and You make a ten dollar (\$10.00) purchase, Your Account will be reduced by only nine dollars and eighty cents (\$9.80). Go Daddy reserves the right to discontinue or change the Cash Discount at any time, without notice.

- **Your Use of Prepaid Services**

Use of funds in Your Account can only be made through the Go Daddy purchase process at Go Daddy's web site. Purchases may not be made unless there are sufficient, available funds in Your Account at the time of purchase to cover the entire purchase amount, including any related fees as set forth herein or in other relevant agreements.

Additional funds may be added to Your Account at any time. The minimum increment for funds transfers is one hundred dollars (\$100.00).

You will be able to access Your Account activity and records from the Manage Your Account link on Go Daddy's web site. Your Account will show purchases and the amount of funds remaining in Your Account. Go Daddy reserves the right at all times to disclose any information about Your Account as Go Daddy deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part from Your Account, in the sole discretion of Go Daddy.

- **Specific Representations and Warranties**

You agree Go Daddy makes no representations or warranties of any kind in connection with Prepaid Services. Go Daddy expressly reserves the right to deny, cancel or transfer any Account that it deems necessary, in its discretion, to protect the integrity and stability of the Prepaid Services system, 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 Go Daddy, as well as its affiliates, subsidiaries, officers, directors and employees. Go Daddy also reserves the right to freeze an Account during resolution of a dispute.

### **(B) PAYMENT BY CHECK**

By using Go Daddy's pay by check option ("Pay By Check"), You can purchase Go Daddy Software and Services using a personal check. In consideration for the Software and Services purchased by You and provided to You by Go Daddy, You agree to allow Certegy Check Services, Inc. ("Certegy") to debit the full amount of this transaction from Your checking account, which is non-refundable. Certegy will create an electronic funds transfer (EFT) or bank draft which will be presented to Your bank or financial institution for payment from Your checking account. The checking account must be at a financial institution in the United States, and the check must be payable in U.S. dollars.

It is Your responsibility to keep Your checking account current and to have available funds in it. You agree that Certegy and Go Daddy will not be responsible for payments that fail to go through as a result of Your checking account no longer existing or holding insufficient funds. If for any reason Certegy is unable to withdraw the full amount owed for the Services provided, You agree that Certegy and Go Daddy may pursue all available remedies in order to obtain payment. You agree that if the EFT or bank draft is returned unpaid, You will pay a service charge in accordance with the fees provided below, or as otherwise permitted by law. These fees may be debited from Your account using an EFT or bank draft.

AK	\$30	IN	\$20	MO	\$25	OK	\$25	VT	\$25
AZ	\$25	IA	\$30	MT	\$30	OR	\$25	VI	\$15
AR	\$25	KS	\$30	NE	\$25	PA	\$25	VA	\$50
CA	\$25	KY	\$25	NV	\$25	PR	\$15	WA	\$25
CO	\$40	ME	\$25	NH	\$25	RI	\$25	WV	\$25
CT	\$20	MD	\$35	NJ	\$25	SC	\$30	WI	\$25
DE	\$40	MA	\$25	NM	\$25	SD	\$40	WY	\$30
DC	\$15	MI	\$25	NY	\$20	TN	\$30		
HI	\$30	MN	\$30	NC	\$25	TX	\$30		

**FL:** \$25.00 for face value less than or equal to \$50.00  
 \$30.00 for face value of \$50.01 up to and including \$300.00  
 \$40.00 for face value greater than \$300.00  
 Or 5% of face value, whichever is greater

**GA:** \$30.00 or 5% of face value of check, whichever is greater

**ID:** \$20.00 or face value of check, whichever is less

**LA:** \$25.00 or 5% of face value of check, whichever is greater

**OH:** \$30.00 or 10% of face value of check, whichever is greater

The check may not be for less than the full amount required at that time. Personal checks under one thousand dollars (\$1,000.00) are subject to the same processing fees as wire transfers. All personal checks may be delayed up to fourteen (14) days until the money is credited, which may delay Your usage of the Software or Services.

By clicking the box labeled "I agree" to the terms of the Pay by Check Agreement, You authorize the information provided to be used for the creation of an electronic funds transfer (EFT) or bank draft and You authorize a debit of THE FULL AMOUNT of this order from Your checking account.

### **(C) PAY BY PAYPAL**

By using Go Daddy's pay by PayPal payment option ("PayPal"), You can purchase Go Daddy Software and Services using PayPal. In consideration for the Software and Services purchased by You and provided to You by Go Daddy, You agree to allow PayPal to debit the full amount of Your purchase from Your PayPal account ("PayPal Account") or from the credit card(s), debit card(s), bank account(s), or other allowed payment method(s) linked to Your PayPal Account ("PayPal Funding Source").

It is Your responsibility to keep Your PayPal Account and PayPal Funding Source current and funded, and Your PayPal Account backed by a valid credit card. You agree that PayPal and Go Daddy will not be responsible for payments that fail to go through as a result of Your PayPal Account or PayPal Funding Source no longer existing or holding insufficient funds. If for any reason



PayPal is unable to withdraw the full amount owed for Your purchase, You agree that PayPal and Go Daddy may pursue all available remedies in order to obtain payment. You agree that if the transaction is returned unpaid, You will pay a service charge of twenty-five dollars (\$25.00) or the maximum amount allowed by law, which may be debited from Your PayPal Account or PayPal Funding Source.

By clicking the box labeled "I agree" to the terms of the PayPal payment option, You authorize a debit of the full amount of Your purchase from Your PayPal Account or PayPal Funding Source.

#### **(D) PAY BY ALIPAY**

By using Go Daddy's pay by Alipay payment option ("Alipay"), You can purchase Go Daddy Software and Services using Alipay. In consideration for the Software and Services purchased by You and provided to You by Go Daddy, You agree to allow Alipay to debit the full amount of Your purchase from Your Alipay account ("Alipay Account") or from the credit card(s), debit card(s), bank account(s), or other allowed payment method(s) linked to Your Alipay Account ("Alipay Funding Source"). In addition, You agree to allow Alipay to debit an "Exchange Rate Conversion Fee", as well as any other fees or charges applicable to Your agreement with Alipay (the Exchange Rate Conversion Fee, together with the other fees or charges, collectively known as the "Alipay Fees"), from Your Alipay Account or Alipay Funding Source. The Alipay Fees are subject to change at any time by Alipay without notice to You by Go Daddy.

It is Your responsibility to keep Your Alipay Account and Alipay Funding Source current and funded. You agree that Alipay and Go Daddy will not be responsible for payments that fail to go through as a result of Your Alipay Account or Alipay Funding Source no longer existing or holding insufficient funds. You acknowledge that Go Daddy will not attempt to fulfill the Software and Services purchased by You until Go Daddy receives confirmation of payment from Alipay. If You use a bank account (via an "Online Bank Transfer") as Your Alipay Funding Source, You acknowledge there may be a gap of several hours between the time You place Your order and the time Alipay confirms payment. If Go Daddy does not receive confirmation of payment from Alipay within twelve (12) hours, Your order may be cancelled, at which time You will have to begin the purchase process again.

In addition, in the event (i) the Software or Services (including domain names) in Your shopping cart are no longer available for purchase by the time Go Daddy receives confirmation of payment from Alipay, or (ii) You change the Software or Services (including domain names) in Your shopping cart after Go Daddy redirects You to Alipay for payment (and, as a result, Your purchase is either over-funded or under-funded), Go Daddy will issue an automatic refund to Your Alipay Account, and You will have to begin the purchase process again. Any refunds issued by Go Daddy (automatic or otherwise) will be net of the Alipay Fees.

By clicking the box labeled "I agree" to the terms of the Alipay payment option, You authorize a debit of the full amount of Your purchase (as well as the Alipay Fees) from Your Alipay Account or Alipay Funding Source.

#### **10. REPRESENTATIONS AND WARRANTIES.**

You, or the individuals who electronically execute this Agreement on behalf of You hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this Agreement, and that they own and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement. You represent and warrant that You are eighteen (18) years of age or older, or that You have an agent authorized by law to represent You who is eighteen (18) years of age or older who is entering into this Agreement on Your behalf. You warrant that each action You make is being done so in good faith and that You have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name.

Go Daddy expressly reserves the right to deny, cancel or transfer any domain name 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 Go Daddy, as well as its affiliates, subsidiaries, officers, directors and employees. Go Daddy also reserves the right to freeze a domain name during resolution of a dispute.

#### **11. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL GO DADDY BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF GO DADDY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states may not allow such a broad exclusion or limitation on liability for damages as contained herein. In such states, Go Daddy's liability is limited to the full extent permitted by law. You agree that in no event shall Go Daddy's maximum aggregate liability exceed the total amount paid by You for the particular Software or Service in dispute purchased from Go Daddy.

#### **12. DISCLAIMER OF WARRANTIES.**

GO DADDY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GO DADDY MAKES NO WARRANTY THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. GO DADDY DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH EVENT THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

#### **13. INDEMNIFICATION.**

You agree to defend, indemnify and hold harmless Go Daddy and its contractors, agents, employees, officers, directors, shareholders, and affiliates from any loss, liability, damages or expense, including reasonable attorneys' fees, resulting from any third party claim, action, proceeding or demand related to Your (including Your agents affiliates, or anyone using Your account, software or services with Go Daddy whether or not on Your behalf, and whether or not with Your permission) use of the Software or Services You purchased from Go Daddy or Your breach of this Agreement or incorporated agreements and policies. In addition, You agree to indemnify and hold Go Daddy harmless from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided herein, any negligence or willful misconduct by You, or any allegation that Your account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets. This indemnification is in addition to any indemnification required of You elsewhere. Should Go Daddy be notified of a pending law suit, or receive notice of the filing of a law suit, Go Daddy may seek a written confirmation from You concerning Your obligation to indemnify Go Daddy. Your failure to provide such a confirmation may be considered a breach of this Agreement. You agree that Go Daddy shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to notify Go Daddy of any such claim promptly in writing and to allow Go Daddy to control the proceedings. You agree to cooperate fully with Go Daddy during such proceedings.

You agree to cooperate fully with Go Daddy during such proceedings. You agree You will not be entitled to a refund of any fees paid to Go Daddy if, for any reason, Go Daddy takes corrective

action with respect to Your improper or illegal use of its Services. You also agree that if Go Daddy is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a Site Analytics account of Yours with Go Daddy, that Go Daddy, in its sole discretion, may take whatever action Go Daddy deems necessary regarding further modification, assignment of and/or control of Your account to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

#### **14. GOVERNING LAW, VENUE; WAIVER OF TRIAL BY JURY.**

This Agreement shall be deemed entered into in the State of Arizona. Except for disputes concerning the user of a domain name registered with Go Daddy, You agree that the laws and judicial decisions of Maricopa County, Arizona, shall be used to determine the validity, construction, interpretation and legal effect of this Agreement. You agree that any action relating to or arising out of this Agreement shall be brought in the courts of Maricopa County, Arizona. For the adjudication of disputes concerning the use of any domain name registered with Go Daddy, You agree to submit to jurisdiction and venue in the U.S. District Court for the District of Arizona located in Phoenix, Arizona.

You agree to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.

#### **15. NOTICES.**

You agree that all notices (except for notices concerning breach of this Agreement) from Go Daddy to You may be posted on Go Daddy's web site. Notices concerning breach will be sent either to the email or postal address You have on file with Go Daddy. In either case, delivery shall be deemed to have been made five (5) days after the date sent.

Notices from You to Go Daddy shall be made either by email, sent to the address provided on the Go Daddy web site, or first class mail to Go Daddy's address at:

GoDaddy.com, Inc.  
Attn: Legal Counsel  
14455 North Hayden Rd., Suite 219  
Scottsdale, AZ, 85260

#### **16. HEADINGS.**

The headings in the Agreement are descriptive only and in the event of a conflict between a heading and the underlying terms of this Agreement, the terms of this Agreement shall control.

#### **17. ENTIRE AGREEMENT.**

You agree this Agreement including the policies and agreements it refers to (i.e. Dispute Resolution Policy, etc.) constitute the complete and only Agreement between You and Go Daddy regarding the Services contemplated herein.

#### **18. SEVERABILITY.**

You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the Agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

#### **19. WAIVER.**

The failure of Go Daddy to enforce any of the provisions within this Agreement or its incorporated agreements and policies against You or others shall not be construed to be a waiver of the right of Go Daddy thereafter to enforce such provisions.

## 20. FORCE MAJEURE.

Go Daddy will make every effort to keep its web site and Services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. You agree not to hold Go Daddy liable for any of the consequences of such interruptions.

## 21. SURVIVAL.

Sections 1, 7, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall survive any termination or cancellation of this Agreement.

## 22. NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

## B. SOFTWARE AND SERVICES SPECIFIC AGREEMENTS

If You purchase Services from Go Daddy, the following Software and Services specific agreements, specific to the Services You purchase or use, shall apply and are incorporated within this Agreement in addition to Sections 1-21:

### Domain Names

- [Certified Domains Service Agreement](#)
- [Change of Registrant Agreement](#)
- [ConsoliDate](#)
- [Domain Name Back Ordering and Monitoring Agreement](#)
- [Domain Name Proxy Agreement](#)
- [Domain Name Registration Agreement](#)
- [Domain Name Transfer Agreement](#)
- [Domain Transfer Validation Service Agreement](#)
- [Go Daddy Auctions Member Agreement](#)
- [Parked Page Service Agreement](#)
- [Premium Domain Name Agreement](#)

### E-mail

- [Email Services User Agreement](#)
- [Hosted Exchange Email End User License Agreement](#)
- [WebMail End User License Agreement](#)

### Web Site Hosting

- [Ad Supported Hosting Service Agreement](#)
- [Dedicated Hosting Agreement](#)

[Web Site and Virtual Dedicated Server Service Agreement](#)

**Web Site Creation**

[Website Tonight End User License Agreement](#)

[SmartSpace End User License Agreement](#)

**Design Services**

[Brand Identity Design Service Agreement](#)

[Cash Parking Custom Header Design Service Agreement](#)

[Power Content Design Service and Maintenance Agreement](#)

[Traffic Service Agreement](#)

[Web Banner Design Service Agreement](#)

[Web Site Design Service and Maintenance Agreement](#)

[Web Site Design Service End User License Agreement](#)

[Web Site Header Design Service Agreement](#)

[Website Update Service Agreement](#)

[Web Store Design Service and Maintenance Agreement](#)

[Web Store Design Service End User License Agreement](#)

[Web Store Prohibited Items Policy](#)

**Other Software and Services**

[BizSpark Program Terms of Service Agreement](#)

[Calendar End User License Agreement](#)

[CashParking Service Agreement](#)

[Contact Manager \(CRM\) End User License Agreement](#)

[Deluxe Business Registration and Business Registration Service Agreement](#)

[Discount Domain Club Service Agreement](#)

[Domain Buy Service Agreement](#)

[Domain Monetization End User License Agreement](#)

[Domain Name Appraisal Service Agreement](#)

[Domain Ownership Protection Service Agreement](#)

[Express Email Marketing End User License Agreement](#)

[Fax Thru Email Service Agreement](#)

[Gift Card Service Agreement](#)

[Go Daddy Marketplace Agreement](#)

- [Go Daddy Marketplace Prohibited Items Policy](#)
- [Go Daddy Marketplace Returns and Refunds](#)
- [Good As Gold End User License Agreement](#)
- [Incorporation Services End User License Agreement](#)
- [Instant Mobilizer End User License Agreement](#)
- [Online File Folder End User License Agreement](#)
- [Photo Album Service Agreement](#)
- [Quick Broadcast End User License Agreement](#)
- [Quick Content Service Agreement](#)
- [Quick Shopping Cart End User License Agreement](#)
- [Savings Network Agreement](#)
- [Search Engine Visibility End User License Agreement](#)
- [Site Analytics Service Agreement](#)
- [Site Survey End User License Agreement](#)

#### **Resellers**

- [API Reseller Agreement](#)
- [Reseller Agreement](#)
- [Super Reseller Agreement](#)

#### **Policies**

- [Civil Subpoena Policy](#)
- [Criminal Subpoena Policy](#)
- [ICANN Transfer Dispute Resolution Policy](#)
- [Permissions Policy](#)
- [Privacy Policy](#)
- [Spam Policy](#)
- [Trademark and/or Copyright Infringement Policy](#)
- [Uniform Domain Name Dispute Policy](#)

Revised: 12/17/2009  
Copyright © 2005-2009 GoDaddy.com, Inc. All Rights Reserved.