

EXHIBIT 4

GO DADDY DOMAIN NAME REGISTRATION AGREEMENT

This Domain Name Registration Agreement ("Agreement") is by and between GoDaddy.com, Inc. a/an Arizona corporation or in the event of a .ca domain name, by and between Go Daddy Domains Canada, Inc., a Canadian corporation, collectively ("Go Daddy") 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's Domain Name Registration and represents the entire agreement between You and Go Daddy. By participating in this transaction, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, including our [dispute policy](#) and the [ICANN Transfer Dispute Resolution Policy](#) along with any new, different or additional terms, conditions or policies, including the Universal Terms of Service which Go Daddy may establish from time to time. Such Agreements may be found [here](#).

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

You acknowledge that Go Daddy is a registrar bound by an agreement between Go Daddy and ICANN. You agree that Go Daddy may modify this agreement in order to comply with applicable law and the terms and conditions set forth by the ICANN and/or the Registry Administrator chosen by ICANN, as well as any registration rules or policies that may be published from time to time by Go Daddy. To identify the sponsoring registrar, click [here](#).

1. FEES

In consideration for the services and products ("service") purchased by You and provided to You by Go Daddy, You agree to pay Go Daddy at the time service is provided. Payment is to be made by You by providing one of the following: a valid credit card, an online check, PayPal, GoDaddy Gift Card, "[Good As Gold](#)" (collectively, the "Payment Method"). Personal checks and money orders must be for payments of \$100 or more, and issued in U.S. dollars for the full amount required at that time. All money orders will be delayed ten (10) days until the money is credited, which may delay Your usage of the product or service, and any money order that does not clear will result in a \$25 processing fee. Personal checks under \$1,000 are subject to the same processing fees as wire transfers. All personal checks will be delayed fourteen (14) days until the money is credited, which may delay Your usage of the product or service, and any check that bounces will result in a \$25 bounced check fee. If You purchase an automatically renewing service or product by personal check, it is Your responsibility to make payment arrangements for each renewal payment. You understand that ICANN requires Go Daddy to collect a small registration fee when You purchase Your domain name registration. You agree to pay such fees. Payments are non-refundable. If for any reason Go Daddy is unable to charge Your Payment Method for the full amount owed Go Daddy for the service 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. 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 registered or renewed on Your behalf. Go Daddy reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change Your Payment Method at any time by logging into Your [Account Manager](#) and selecting Credit Card and Payment Information.

Domain Name Renewals

When You register a domain name, automatic renewal is the default setting, which You must deactivate if You do not want Your domain name(s) to be automatically renewed. For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, .co.uk, .me.uk, .org.uk, and .vg) renewal billing will occur on the first day of the month prior to the month of expiration. Unless You disable the automatic renewal option, Go Daddy will automatically renew, for a period equivalent to the length of Your original registration, any domain name that is up for renewal and will take payment from the Payment Method You have on file with Go Daddy, at Go Daddy's then current rates. Thus, if you have chosen to register your domain name for one (1) year, Go Daddy will automatically renew it for one (1) year. If You have chosen to register Your domain name for two (2) years, Go Daddy will automatically renew it for two (2) years, and so on. Domain name renewals will be non-refundable. If for any reason Go Daddy is not able to take the payment from the Payment Method You have on file, and You fail to respond to our notices, Your domain name registration will expire. It is Your responsibility to keep Your Payment Method information current, which includes the expiration date if you are using a credit card. If You do not elect that the domain name be automatically renewed, You have the responsibility of logging into the Domain Manager portion of your [Account Manager](#) for that domain name and manually implementing the renewal by the expiration date (should You in fact want the domain name to be renewed). If You fail to manually implement the renewal before the expiration date, the domain name will be cancelled and You will no longer have use of that name.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, .co.uk, .me.uk, .org.uk, and .vg) You must renew no later than the 20th of the month prior to the expiration date, or Your domain name will be placed on non-renewal status. When the domain name is in non-renewal status, You can renew the domain name only by calling Go Daddy and requesting that the domain name be renewed. You cannot renew the domain name through your [Account Manager](#). If You fail to manually implement the renewal before the expiration date, the domain name will be cancelled and You will no longer have use of that name.

You agree that Go Daddy will not be responsible for cancelled domain names that You fail to renew, either automatically or manually in the timeframes indicated in this Agreement. In any case, if You fail to renew Your domain name in a timely fashion, additional charges may apply. If You signed up for domain masking, domain forwarding, or any other similar service, with Your domain registration, these services will be automatically renewed when Your domain registration is up for renewal, and You will incur the applicable additional renewal fee unless You cancel in advance.

If You fail to renew Your domain name in the timeframes indicated in this Agreement, You agree that Go Daddy may, at its sole discretion, renew Your expired domain name on Your behalf. If Go Daddy decides to renew Your expired domain name on Your behalf, You will have a Renewal Grace Period during which You may reimburse Go Daddy for the renewal and keep Your domain name. The Renewal Grace Period is currently twelve (12) days but subject to change under the terms of Section 2 of this Agreement. For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, .co.uk, .me.uk, .org.uk, and .vg) there is no Renewal Grace Period after the expiration date of the domain. If You do not reimburse Go Daddy for the renewal during the Renewal Grace Period Your domain name will be placed on Hold and flagged for deletion after which You will have a 30-day redemption period during which You may pay Go Daddy a Redemption fee and redeem Your domain name. The Redemption fee is currently \$80 USD and is subject to change under the terms of Section 2 of this Agreement. If You do not redeem Your domain name prior to the end of the 30-day redemption period Go Daddy may, at its sole discretion, delete Your domain name or transfer it to another registrant on Your behalf.

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

registration on a first-come-first-served basis.

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

2. TERM OF AGREEMENT; MODIFICATIONS

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

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

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 statements of a general nature, which may be posted on Go Daddy's web site or be contained in Go Daddy's promotional materials, will not bind Go Daddy.

3. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION

You agree to notify Go Daddy within five (5) business days when any of the information You provided as part of the application and/or registration process changes. It is Your responsibility to keep this information in a current and accurate status. Failure by You, for whatever reason, to provide Go Daddy with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by Go Daddy to determine the validity of information provided by You, shall also be considered to be a material breach of this Agreement. You agree to retain a copy for Your record of the receipt for purchase of Your domain name.

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

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

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

- The domain name

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

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

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, You hereby grant to us the right to disclose to third parties through an interactive publicly accessible registration database the following information that You are required to provide when applying for a domain name:

- i. the domain or sub-domain name(s) registered by You;
- ii. Your organization name, type and postal address;
- iii. the name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for Your domain or sub-domain name(s);
- iv. the full hostnames and Internet protocol (IP) addresses of at least two (2) nameserver hosts (one primary and at least one secondary) for Your domain or subdomain. Up to six (6) nameservers may be specified. If a host has more than one (1) IP address, use a comma-separated list;
- v. the corresponding names of those nameservers;
- vi. the original creation date of the registration; and
- vii. the expiration date of the registration.

We may be required to make this information available in bulk form to third parties. We may also transfer or assign this information to CIRA or such other third party as we may decide, in our sole discretion.

4. DISPUTE RESOLUTION POLICY

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

You agree that if a dispute arises as a result of one (1) or more domain names You have registered using Go Daddy, You will indemnify, defend and hold Go Daddy harmless as provided for in this Agreement. You also agree that if Go Daddy is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a domain name registered by You using 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 the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. In this event You agree to hold Go Daddy harmless for any action taken by Go Daddy.

5. TRANSFER OF DOMAIN NAMES; RESALE PRACTICES

If You transfer any domain name, You agree to provide the information required by, and to abide by, the procedures and conditions set forth in our [Domain Name Transfer Agreement](#). You may view the latest version of our Domain Name Transfer Agreement online. In order to further protect Your domain, any domain registered with Go Daddy or transferred to Go Daddy shall be placed on lock status. The domain must be placed on unlock status in order to initiate a transfer of the domain name away from Go Daddy to a new Registrar. You may log into Your account with Go Daddy at any time after Your domain name has been successfully transferred to Go Daddy, and change the status to unlock.

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

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

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

You agree to provide Your customers with adequate customer support, and to maintain contact with them with regard to providing a medium for them to communicate changes in the information they provided as part of the domain name registration process. Upon receiving corrected or updated information You will, within five (5) business days, provide such information to Go Daddy so Go Daddy may update its registration records. You will retain copies of all communications between You and Your customers and will upon request provide Go Daddy copies of same.

For .ca domain names, You may not transfer .ca domains to us.

6. SUSPENSION OF SERVICES; BREACH OF AGREEMENT

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

- i. Your ability to use any of the services provided by Go Daddy is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;
- ii. Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any Go Daddy procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by Go Daddy or the registry operator in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

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

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

7. RESTRICTION OF SERVICES; RIGHT OF REFUSAL

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

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

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

You agree that Go Daddy, in its sole discretion and without liability to You, may refuse to accept the registration of any domain name. Go Daddy also may in its sole discretion and without liability to You delete the registration of any domain name during the first thirty (30) days after registration has taken place. Go Daddy may also cancel the registration of a domain name, after thirty (30) days, if that name is being used, 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 tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable;
- activities designed to impersonate the identity of a third party; and
- activities designed to harm or use unethically minors in any way.

In the event Go Daddy refuses a registration or deletes an existing registration during the first thirty (30) days after registration, You will receive a refund of any fees paid to Go Daddy in connection with the registration either being cancelled or refused. In the event Go Daddy deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

8. PARKED PAGE SERVICE

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

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

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

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

- i. Censor any web site hosted on its Parked Page servers that, in Go Daddy's sole discretion, is deemed inappropriate;
- ii. Review every Parked Page for excessive space and bandwidth utilization disrupting the normal use of the system or consuming excessive amounts of memory or CPU and to terminate or apply additional fees to those accounts exceeding allowed levels;
- iii. Modify its pricing through email notification;
- iv. Terminate Your Parked Page service for unsolicited, commercial e-mailing (i.e., Spam), using internal or external mail servers, illegal access to other computers or networks (i.e., hacking), distribution of Internet viruses or similar destructive activities, non-payment of any fees hereafter charged for using Go Daddy's Parked Page Service, and any other activities, whether lawful or unlawful, that Go Daddy determines to be harmful to its other customers, operations, or reputation;
- v. Terminate Your Parked Page service if the contents of Your Parked Page result in, or are the subject of, legal action or threatened legal action, against You and/or 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; and
- vi. Terminate Your Parked Page service if You violate, or potentially violate, or are alleged to have violated, any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, business or personal dispute or argument, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

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

9. PROVISIONS SPECIFIC TO ALL REGISTRATIONS

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

10. PROVISIONS SPECIFIC TO .BIZ REGISTRATIONS

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

.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 (1) 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 (i) the exchange of goods, services, information, or property of any kind; or, (ii) 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.

.BIZ Certification

As a .BIZ domain name registrant, You hereby certify to the best of Your knowledge that:

- i. 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 (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. More information on the .BIZ restrictions, which are incorporated herein by reference, are available online.
- ii. The domain name registrant has the authority to enter into the registration agreement; and
- iii. The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

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 Policy;

- ii. The Start-up Trademark Opposition Policy ("STOP"); and
- iii. The Restrictions Dispute Resolution Criteria and Rules.

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 is 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 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.

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.

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.

Reservation of Rights

Go Daddy 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 Go Daddy and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. Go Daddy and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

Indemnification

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

11. PROVISIONS SPECIFIC TO .COM AND .NET REGISTRATIONS

Indemnification

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

12. PROVISIONS SPECIFIC TO .INFO REGISTRATIONS

Indemnification

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

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

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

13. PROVISIONS SPECIFIC TO .JOBS REGISTRATIONS

If You are registering a .JOBS domain name You also:

- i. Agree to provide information regarding membership in a Human Resource Association, and the identity of any such association;
- ii. Agree to provide the URL of Your existing company website;
- iii. Acknowledge that You have read, understood and agree to be bound by the .JOBS Registry-Registrant agreement as amended from time to time, located [here](#);
- iv. Warrant that You meet the eligibility requirements as provided by the Registry and as modified from time to time, and to abide by the .JOBS Usage Policy and Terms and Conditions as amended from time to time and stated [here](#);
- v. Agree to abide by the SHRM code of professional ethics as stated [here](#);

- vi. Agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, shareholders, directors, officers, employees, affiliates and agents of 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 Your domain name registration. This indemnification obligation shall survive the termination or expiration of this Agreement; and
- vii. Further acknowledge and agree that the Registry Operator is an intended third party beneficiary of this Agreement, with a right to enforce the terms and provisions contained herein.

14. PROVISIONS SPECIFIC TO .MOBI REGISTRATIONS

You acknowledge and agree that You shall comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide, found [here](#). You consent to the monitoring of Your website for compliance with the Style Guide.

Further, You acknowledge and agree the Style Guide is subject to modification by the dotmobi registry, and You acknowledge and agree that You will comply with any such changes in the time allotted.

You agree to 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 Your domain name registration and or use, and this indemnification obligation survives the termination or expiration of this Agreement;

You agree to indemnify, defend and hold harmless Registry Services Provider, 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 Your domain name registration and or use, and this indemnification obligation survives the termination or expiration of this 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 Go Daddy 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.

You agree to comply with ICANN requirements, standards, policies, procedures, and practices for which dotmobi has responsibility in accordance with the Registry Agreement between ICANN and dotmobi or other arrangement with ICANN.

You consent to the use, copying, distribution, publication, modification and other processing of Your personal data by dotmobi and its designees and agents in a manner consistent with the purposes for which Your personal data is collected by Go Daddy and submitted to dotmobi and with relevant mandatory local data protection, law and privacy.

You shall immediately correct and update Your registration information for Your registered domain name(s) during the registration term for each registered name.

You further agree to 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 (30) days notice by Registry Operator to Registrar;

You acknowledge and agree that dotmobi and Affilias Limited, acting in consent with dotmobi, 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 dotmobi as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; (v) or to correct mistakes made by dotmobi or any registrar in connection with a domain name registration, and dotmobi also reserves the right to freeze a domain name during resolution of a dispute.

You 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 the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration.

You acknowledge and agree if the domain name being registered is a dotMobi Premium Name, and as such is listed at <http://mtld.mobi/domain/premium>, then use of the domain is also subject to the terms and conditions of the dotMobi Premium Name Agreement (formerly known as the dotMobi Auction Agreement) posted [here](#), which is incorporated by reference herein.

You acknowledge and agree that upon termination or expiration of the dotMobi Premium Name Agreement in accordance with the terms thereof: (i) any and all rights of Company to the Registration of the Domain Name, the Registration Code, and/or to create, launch, and/or operate the web site shall be terminated, and all such rights shall revert to mTLD and (ii) mTLD may grant Registration rights to the Domain Name and/or rights to the Registration Code to any entity or person in its sole discretion, and Company shall have no rights or recourse against mTLD and/or Registrar relating to the registration or use of the Domain Name and/or Registration Code by any other such entity or person.

You 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 Agreement.

15. PROVISIONS SPECIFIC TO .NAME REGISTRATIONS

Eligibility Requirements - Dispute Resolution

You represent and warrant that the name You are registering is Your legal, personal name, or that You own the intellectual property rights to that name. If at any time it is discovered that it is not Your legal personal name, or Your intellectual property, the .NAME Registry Operator, Global Name Registry (GNR) and Go Daddy reserve the right to cancel Your registration without refund, or transfer it to another party. In addition to the above You agree to be bound by the provisions of the entire Eligibility Requirements Dispute Resolution Policy.

Consent - Defensive Registration

A Defensive Registration is a registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the name You wish to register is subject to a Defensive Registration, You have three (3) options: (i) You may register a variation of the name, (ii) You may challenge the Defensive Registration under the Eligibility Requirements Dispute Resolution Policy ("ERDRP"), or (iii) You may request Consent from the Defensive Registrant. You can request Consent by contacting the Defensive Registrant listed in the GNR Whois database and requesting consent to register the .NAME domain. If the Defensive Registrant grants consent, they must confirm in writing that they grant consent. If the Defensive Registrant does not grant consent, You may wish to challenge the Defensive Registration under the ERDRP. The policy is available [online](#).

Acceptable Use Policy

You agree to be bound by [GNR's Acceptable Use Policy](#). Among other limitations, this policy prohibits You from using Your .NAME Email to engage in Spamming activities. You will be limited to a maximum of five hundred (500) messages sent from Your .NAME at a time.

Waiver of Liability

You agree that GNR and Go Daddy will have no liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, the ability or inability to obtain a domain name or email address registration using these processes; or (ii) any dispute over any domain name or email address registration, including the decision of any dispute resolution proceeding related to any of the foregoing.

Indemnification

You agree to indemnify, defend and hold harmless GNR, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Item Holder's registration. You agree that this indemnification obligation shall survive the termination or expiration of this Agreement.

16. PROVISIONS SPECIFIC TO .ORG REGISTRATIONS

Indemnification

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

17. PROVISIONS SPECIFIC TO .US REGISTRATIONS

You agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein. These policies may prohibit You from changing, transferring, or assigning the name You have submitted as Registrant.

The Registrant certifies that it meets the following Nexus Requirements to qualify to register to use a .US domain name.

A. Registrants must be either:

- i. A natural person (a) who is a United States citizen, (b) who is a permanent resident of the United States of America or any of its possessions or territories, or (c) whose primary place of domicile is in the United States of America or any of its possessions, or;
- ii. An entity or organization that is (a) incorporated within one of the fifty (50) U.S. states, the district of Columbia, or any of the United States possessions or territories or (b) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions (including a federal, state, or local government of the United States, or a political subdivision thereof, and non-commercial organizations based in the United States), or;
- iii. A foreign entity or organization that has a bona fide presence in the United States of America or any of its possession or territories that also (i) regularly engages in lawful activities (sales of goods or services or other business, commercial or