

# **EXHIBIT 5**

## **GO DADDY DOMAIN NAME TRANSFER AGREEMENT**

This Domain Name Transfer Agreement ("Agreement") is by and between GoDaddy.com, Inc., an Arizona corporation ("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 Transfer and represents the entire agreement between You and Go Daddy. This Agreement sets forth the terms and conditions of transferring a registered domain name from any other Registrar TO Go Daddy (as "Registrar"). 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, 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'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.

You acknowledge that Go Daddy or its licensor is a registrar bound by an agreement between Go Daddy or its licensor and the Internet Corporation for Assigned Names and Numbers ("ICANN"). You agree that Go Daddy or its licensor may modify this agreement in order to comply with applicable law and the terms and conditions set forth by the Internet 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 or its licensor.

This Document will be effective upon acceptance of the Registration and Transfer agreements in Step 3 of the Online Transfer Application process.

### **1. STEPS FOR TRANSFERRING YOUR DOMAIN NAME REGISTRATION**

NOTE: Once the transfer is complete, you will be able to RENEW, MODIFY DNS, and perform other functions by logging into Your Account Manager. Complete all required information requested through the online transfer application, i.e. contact information, nameserver information, etc. Proceed through to the shopping cart and pay for your transfer(s). Update your Administrative Contact's email address at your current registrar. We will be contacting the Administrative Contact's email address for transfer approval. The transfer will only be initiated upon approval from your Administrative Contact. Once initiated, a transfer will be accepted or denied by the losing registrar within 5 days.

### **2. FAILED OR REJECTED TRANSFER REQUESTS**

Go Daddy may elect to accept or reject your domain name transfer application for any reason at its sole discretion. Rejections may include, but are not limited to: The current Registrar rejected the transfer. The original registration took place less than sixty (60) days prior to the transfer request. The domain name has been placed in a locked status by either the Registry or by the losing registrar. The domain was transferred to Go Daddy less than sixty (60) days prior to the transfer request. The domain name expired but was not renewed. The domain name expired and was renewed during the forty-five (45) day grace period, and the forty-five (45) day grace period has not yet passed. The Domain Name Registrant was changed less than sixty (60) days prior to the transfer request. Any pending bankruptcy of the current domain name holder. Any dispute over the identity of the domain name holder. Any situation



described in the Dispute Policy. Transfer orders over thirty (30) days old.

### **3. TERMS FOR TRANSFERRING DOMAIN NAMES**

Upon successful transfer, GoDaddy.com, Inc. shall become the Registrar of Record. You will still be the Registrant of the domain -- Go Daddy will become the Registrar of the domain name. Your registration will be automatically extended by one year. Domain name registration transfers may only be initiated once acceptance of the transfer agreement is recorded, payment is made and the Administrative contact has responded positively to our email message asking for Permission to Transfer. The email message asking for Permission to Transfer will be sent to the Domain Name(s) Administrative Contact as identified in the previous Registrar's WHO-IS database. You agree to retain a copy for Your own records of the receipt for purchase of Your domain name. The Administrative Contact will be acting on behalf of the Registrant and has legal authority to initiate this transfer request. You are responsible for updating the Administrative Contact's email as identified in the previous Registrar's WHO-IS database.

### **4. TRANSFERS OF RECENTLY RENEWED DOMAIN NAMES**

You understand that if you are transferring a domain name that has been recently renewed there is the potential that the renewal year will be lost. The renewal year will be lost if: the domain name was renewed during the forty-five (45) day grace period after the expiration date had passed; and forty-five (45) days have not yet passed since that expiration date. You understand and agree that Go Daddy is not responsible for this lost year and that Go Daddy will not credit that year to your domain. You will need to review the registration agreement you have with your previous registrar to determine if you are due a refund or credit for the lost year. Please contact your previous registrar if you have any questions about the lost year. You understand and agree that Go Daddy will not intervene in the recovery of any such lost registration years that occur during the transfer of your domain name.

### **5. LIMITATION OF LIABILITY**

YOU AGREE THAT Go Daddy WILL NOT BE LIABLE FOR: ANY SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME USE OF YOUR DOMAIN NAME REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE INTERRUPTION OF BUSINESS ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME DATA NON-DELIVER, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION EVENTS BEYOND Go Daddy 'S REASONABLE CONTROL THE PROCESSING OF THIS APPLICATION OF THE DISPUTE POLICY Go Daddy WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, OR OTHERWISE, EVEN IF Go Daddy ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES MAY NOT ALLOW SUCH A BROAD EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, AS CONTAINED HEREIN; IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW. IN NO EVENT SHALL Go Daddy MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF A DOMAIN NAME.

### **6. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Go Daddy for any loss, damages, or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand related to the registration or use of the domain name registered in your name. This indemnification is in addition to any indemnification required of you under the Dispute Policy.

## 7. DATA FOR DOMAIN TRANSFER

You understand that this is a request for a domain name transfer of registrars. By acceptance of this Transfer Agreement, you are requesting that the domain name registration be transferred from the current registrar to Go Daddy . As the current authorized Registrant of the domain name(s), you agree to authorize this transfer by notifying your Administrative contact of his/her responsibilities with respect to this transfer. You acknowledge that you and Go Daddy have entered into a Domain Name Registration Agreement (hereinafter referred to as "Registration Agreement"). You have read, understood, and agree to be legally bound by the agreements that govern all domain names registered through Go Daddy as found on the legal agreements page, including the Domain Name Registration Agreement ; the dispute policy ; this Agreement; any Go Daddy policies and procedures that are or may be published from time to time by Go Daddy , ICANN, and/or the Registry Administrator chosen by ICANN.

## 8. OTHER VENUE

Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Arizona applicable to contracts made and to be performed wholly therein, without regard to principles of conflicts of laws. Venue for any dispute shall be in Phoenix, Arizona and each party expressly consents in the jurisdiction of the federal and state courts located in Maricopa County, Arizona.

## NOTICES

All notices and other communications under this Agreement shall be in writing to Domain Transfer Dept, 14455 North Hayden Rd., Suite 219, Scottsdale, AZ, 85260

## ENTIRE AGREEMENT

This Agreement, together with all Exhibits hereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior understandings and agreements, whether written or oral, with respect to such subject matter. No waiver, modification or amendment of any provision of this Agreement will be effective unless it is in writing and signed by the parties without limiting the foregoing, no waiver shall be implied by or deemed to have occurred on account of any course of conduct or dealing. No additional or different terms provided in any purchase order or acceptance or similar document shall be binding unless executed by authorized representatives of both parties

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