

DOMAIN NAME REGISTRATION SERVICE AGREEMENT

This DOMAIN NAME REGISTRATION SERVICE AGREEMENT (“Agreement”) is made between the Company, BRANDNAMES.COM SARL a company incorporated under the laws of Switzerland with registered office at Gartenstrasse 4, Zug, Switzerland, 6304 (“**the Company**”) and you and your heirs, agents, successors and assigns and is made effective as of the date of electronic acceptance and/or the date receiving any of Company services. This agreement sets forth the terms and conditions of your use of the Company’s domain name registration services (“**Services**”).

The terms “we”, “us”, or “our” shall refer to the Company. The terms “you”, “your”, “user”, or “customer” shall refer to you, any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

WHEN YOU APPLY BY ANY LEGITIMATE WAY FOR THE SERVICES OF THE COMPANY, THIS CREATES A CONTRACT BETWEEN YOU AND US CONSISTING OF THE ORDER, THE APPLICABLE SERVICES DESCRIPTION AND THIS AGREEMENT. YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

For the avoidance of doubt, when you order any service from the Company and you are an Account Holder, this means that you have already read and agreed to be bound by all terms and conditions of this Agreement and any policies that have been published by the Company in addition to policies published by the Company in the future and posted our website at www.brandnames.com (hereinafter the “Site”)

You acknowledge and agree that (i) the Company in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, the Company may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your customer account (“customer Account”) information, including your email address, current. The Company assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

Generic Top Level Domain Name Registration

The Company is an accredited registrar with the Internet Corporation for Assigned Names and Numbers (“ICANN”) for generic top level domain names (“gTLDs”) such as .com, .net, and may include various sponsored top-level domain names (“sTLDs”). The Company may, at its sole discretion, accept registration applications in non-ASCII character languages such as Chinese, Korean, and more (“Internationalized Domain Names” or “IDNs”). ICANN oversees registrations and other aspects of gTLDs policies and operations of accredited registrars like the Company. You acknowledge and agree that your rights to any domain names registered or renewed through the Company are subject to the policies and regulations of ICANN, the related registry and applicable laws. You agree to abide by the terms in this Agreement to register, transfer and renew domain names as well as all terms and conditions of ICANN governing the registration of renewal of such domain names including, but not limited to, dispute resolution policies such as the Uniform Domain Name Dispute Resolution

Policy (“UDRP”) or the Uniform Rapid Suspension Policy (“URS”) as well as all current and future policies related to those domain names including any WHOIS data policies.

Domain name registrations are not effective until the registry administrator (“Registry”) puts them into effect. Domain name registrations are created and renewed for specified terms, terms which end on the specified expiration date if not renewed. For domain names that are created as a new registration out of the available namespace, the term begins on the date the domain name registration is acknowledged by the applicable registry. You agree that we are not liable or responsible in any way for any errors, omissions, or any other actions by the Registry arising out of, or related to a request to register, renew, modify, transfer, or renew a domain name. The registration or renewal is only effective once the Registry creates the registration or accepts the renewal.

Domain Name Recovery & Acquisition

The Company may, from time to time, offer domain name recovery and acquisition services including, but not limited to, drop-catching, backordering, UDRP filing services, and anonymous acquisition negotiation (“Recovery Services”). You acknowledge that Recovery Services are non-refundable, at your own risk, and the Company does not guarantee the success of any Recovery Services.

Pre-registration, Sunrise, and Landrush

In the event that the Company makes pre-registration available for a gTLD, sTLD, IDN, whether in a sunrise, landrush, general pre-registration phases, or other pre-registration phrases, we do not guarantee the successful registration of a pre-registration application or your immediate access to the domain name if successfully secured. The Company may use 3rd Party Services for pre-registrations. Pre-registration fees, setup fees, and application fees are strictly non-refundable regardless of success or outcome.

No Guarantee of Registration or Renewal

No domain registration under this Agreement shall be deemed effective until we deliver the domain name application or renewal application to the appropriate Registry and the Registry accepts your application and activates your domain name registration or renewal. Submitting your application to the Company, and the Company accepting Fees for your application, by itself does not constitute a successfully registered application, transfer or renewal.

You acknowledge that the Company can never guarantee, and is in no way responsible, that the domain name you are applying for is not being applied for by another party or with another registrar, that there are no inaccuracies in the Registry’s WHOIS or other databases, that the search availability results are correct, or that there are errors, omissions, or inaccuracies that occur during the registration or renewal process which affect the result of your registration or renewal application.

You further acknowledge and agree that you are solely responsible for ensuring that your registration or renewal has been properly processed. The Company may elect to accept or reject your application for registration or renewal at any time for any reason at its sole and absolute discretion, including, but not limited to, pricing errors, attempts to apply for domain names that are prohibited, improper, unavailable, infringe on 3rd party intellectual property or other rights, applications that are questionable or violate any other agreements or terms and conditions with the Company contained in this Agreement or other agreements. You also acknowledge and agree that the Company is not liable or responsible in any way for errors, omissions, acts, inaccuracies related to the Site, or actions by any 3rd parties including any gTLD, ccTLD, sTLD, IDN, Registry arising out of your application or potential application for, and registration or renewal of, a particular domain name.

Fees

All Services under this Agreement are provided on a pre-paid or advanced basis. The fees imposed by the Company under this Agreement are subject to change at any time, without notice, at the sole discretion of the Company. Such change shall be posted to the Site, with or without notice, and is effective as of the date of publication.

All fees under this Agreement are non-refundable, in whole or in part, unless the application for domain name registration, transfer or renewal is rejected due to the following reasons, regardless of whether the domain name is suspended, terminated, cancelled, or transferred:

- (a) the domain name is unavailable because it is already registered to another party, prohibited by the Registry's policies, or prohibited due to the violation of terms found in this Agreement; or
- (b) Requirements to register the domain name imposed by the Registry or the Company are not able to be met by you; or
- (c) the TLD in which the domain name belongs has been discontinued, restricted due to any government regulations or is no longer offered by the Company.

The Company reserves the right to charge a processing fee or setup fee in the case that you submit a domain name registration, transfer or renewal application and disregard, ignore, overlook, mistake, or attempt to otherwise circumvent, the requirements imposed by the Registry or the Company which cause your application to be incomplete or rejected.

If thirty (30) days have passed after your due date and Company did not receive payment from you for the renewal, regardless of any auto-renew settings, Company has the right to change DNS for the domain name as Company seems fit. If forty-five (45) days have passed from your due date and Company has not yet receive the payment from you for the renewal, Company has the right to become the new owner of the domain name or to transfer the domain name under the "Redemption Grace Period", where renewal is no longer applicable and if you wish to keep your domain name you will have to pay an extra fee to restore the domain name.

Additionally, the Company reserves the right to charge processing fees for modifications ("Modification Fees") to your domain name, including, but not limited to, DNS changes, Registry Lock changes, Contact information changes to WHOIS information, and web forwarding changes. Generally, Modification Fees are not charged in relation to gTLDs, sTLDs, and IDNs under ICANN sponsorship. The Company will confirm the amount of the Modification Fees with you prior to making any modifications.

Domain Name Registrant

When applying for and registering a domain name with the Company, you will be asked to designate a registrant for the domain name ("Registrant"). The Registrant is granted all rights under this Agreement to act in respect to the domain name and any other services obtained from the Company in connection with the domain name, including, but not limited to, the authority to terminate, delete, transfer, renew, or otherwise modify the Services, or obtain additional services in relation to the domain name.

The Registrant is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information under this Agreement. A Registrant that licenses the use of a domain name shall accept liability for harm caused by wrongful use of the domain name, unless the Registrant discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing Registrant reasonable evidence of actionable harm.

If you, acting as the Account holder, are providing Registrant information on Registrant's behalf, you represent that you have obtained consent from the Registrant and notice has been

given to them sufficient to enter the terms of this Agreement on their behalf. Failure to do so is a material breach of this Agreement.

Administrative Contact

When applying for and registering a domain name with the Company, you will be asked to designate an administrative contact for the domain name (“Administrative Contact”) to confer certain rights to under this Agreement, including, but not limited to, purchasing additional services, transferring the domain name to another registrar where allowable by the applicable Registry, and updating the domain name settings. The Administrative Contact may be the same as the Registrant. The Registrant is responsible for all actions, errors or omissions of the Administrative Contact.

Technical Contact

When applying for and registering a domain name with the Company, you will be asked to designate a technical contact for the domain name (“Technical Contact”) to confer certain rights to under this Agreement, including, but not limited to updating the domain name Name Servers and DNS records. The Technical Contact may be the same as the Registrant. The Registrant is responsible for all actions, errors and/or omissions of the Technical Contact.

Your representations

You acknowledge that the Company does not check, unless it is explicitly required to do so by a Registry, to see whether the domain names you select, or your use of the domain name, or other services provided by the Company or unrelated 3rd parties in relation to the domain name, infringes on the intellectual property or other legal rights of others, violates the rules, regulations, policies, or procedures of the respective Registry, or violates local, state, national or international laws. It is your sole responsibility to ensure that your application for registration or renewal, and subsequent use, of the domain name does not violate any of these terms.

You represent to the Company that:

- (i) You are at a legal age and legally capable of entering into this Agreement with the Company;
- (ii) You will not violate this Agreement and will comply with all local, state, national and international laws;
- (iii) You will not use the Site or the Services for any unlawful purpose.
- (iv) You will not represent yourself as another person or entity, or submit information on behalf of another person or entity without their express prior written consent;
- (v) You will not provide false, inaccurate, or incomplete information in your application for the Services;
- (vi) You will maintain complete and accurate information with the Company at all times in relation to the Services;
- (vii) You will not violate 3rd party trade or service marks, copyrights, patents or other intellectual property rights;
- (viii) Your use of the Services does not result in excess use of the Company resources or overloading of the Company DNS, server or network resources;

- (ix) You will not use the Services as a source or destination of packet flooding, mail bombs, packet corruption, denial of service, or other illegal or abusive cyber activities;
- (x) You will not conduct server hacking or promote hacking, cracking, or other cyber crimes or activities;
- (xi) You will not deploy software or scripts to run on the Company servers that cause overload of resources or threaten the stability of the network;
- (xii) You will not disseminate or transmit SPAM email;
- (xiii) You will not disseminate illegal, hateful, harmful, violent, racially or ethnically intolerant, abusive, obscene, pornographic, defamatory, harassing, malicious, protected material, or content that otherwise violates the intellectual property rights of others;

The Company may terminate or suspend the Services at any time, at its sole discretion and without limitation, if it finds that you have violated any terms of this Agreement or other agreements with the Company. You agree that if we terminate or suspend the Services provided to you under this Agreement, that we may then, at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously provided to you and that any reference in this Agreement to termination or suspension of the Services to you includes this option.

Additional ICANN materials as well as your rights and responsibilities as a domain name registrant under the ICANN Registrar Accreditation Agreement can be found at: <http://www.icann.org/en/resources/registrars/registrant-rights>.

Trustee Services

The Company may, from time to time, offer administrative, registrant, agent, or local presence services to you (“Trustee Services”) in connection with the Services under this Agreement. Trustee Services may grant certain rights, access, duties and responsibilities to the grantee (“Trustee”) with respect to the domain name. Trustee Services may designate another party as Registrant or Administrative Contact for your domain name, however, you retain all rights to the domain name granted to you under this Agreement until the termination of this Agreement, expiration, cancellation, or deletion of the domain name or transfer to another registrar, including the right to terminate the Trustee Agreement at any time.

By ordering Trustee Services, you agree to be bound by the terms of the **Trustee Services Agreement**, which are incorporated herein and made part of this Agreement by reference.

You may, at your complete and sole discretion, revoke such designation and Trustee Services without notice by submitting a request in writing to the Company through the support ticket system or other written method. In no case will you be entitled to a refund in full or pro-rata for any part of the term of the Trustee Service not fulfilled.

Private Registration

The Company may, from time to time, make available private registration services (“Private Registration Services”). Private Registration provides you with the option of registering a domain name in TLDs that allow such registration, in the name of a 3rd party whose contact information will be displayed in the public WHOIS database instead of your contact information. By ordering Private Registration Services, you agree to be bound by the terms of the third party’s **Private Domain Registration Agreement**, which is incorporated herein and made part of this Agreement by reference.

You may, at your complete and sole discretion, revoke such Private Registration Service without notice by submitting a request in writing to the Company through the support ticket system or other written method. In no case, will you be entitled to a refund in full or pro-rata, for any part of the term of the Private Registration Services not fulfilled.

IDNs, Accuracy and Functionality of non-Latin Characters

You acknowledge and agree that the Company cannot guarantee the accuracy and functionality of non-ASCII character languages such as Chinese, Korean, and more (“Internationalized Domain Names” or “IDNs”). The Company cannot guarantee that IDNs will be accessible by internet users or that they will be translated properly by the internationalized domain name system into readable punycode. The Company will not be liable for suspension, modification, or cancellation of your IDNs in order to comply with current or future ICANN rules, regulations, or technical standards that apply to IDN registrations or renewals.

Website forwarding

The Company offers website forwarding services (“Website Forwarding”) which allow you to forward visitor traffic intended for your domain name to another destination on the internet. You acknowledge that you will not use Website Forwarding for unlawful purposes or for any purpose which violates the terms of this Agreement or any other agreement with the Company.

SSL Certificates

The Company may offer SSL Certificates which are secure socket layer certificates for use with your domain name. These SSL Certificates are issued by 3rd Parties and are considered 3rd Party Services under your agreements with the Company. The Company is not a Certificate Authority with respect to SSL Certificates. By ordering SSL Certificates through the Company, you agree to be bound by the terms of the third party’s SSL Certificate Service Agreement, which are incorporated herein and made part of this Agreement by reference.

Transfers

You are able to transfer domain names to or from the Company according to the terms and transfer policies of the respective Registry for the TLD of the domain name you wish to transfer. Each Registry has its own unique transfer policy, which the Company adheres to. In order to protect your domain names, we place a transfer lock on domain names in many TLDs automatically when they are registered or renewed with us. In order to transfer to another registrar, you must remove this transfer lock. You are able to do this from your Customer account on the Site. If you purchased Trustee Services or Private Registration Services from the Company when registering or renewing the domain name you would like to transfer out, we must cancel these services, and you may be required to replace any of our information, documentation, or our Trustee’s information and/or documentation in relation to these services with your own information, before the transfer out will be approved by us. You acknowledge that when cancelling these services, this action may qualify as an ownership change or other update to the domain name which may incur additional fees or require you to renew the domain name with us prior to transferring the domain name to another registrar. There will be no refund for partially fulfilled terms for Trustee Services or Private Registration Services.

In no event, shall the Company be liable for the failure of a transfer or loss of your domain name if the transfer is initiated close to the end of the registration term, the transfer is not approved by the Registrant or Administrative Contact of the domain name, the Fees for the Service remain unpaid or are in dispute, or any other reason outlined in ICANN or the Registry’s transfer policies.

Renewal and Expiration of Services

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, WE OFFER AN AUTOMATIC RENEWAL OPTION. THE AUTOMATIC RENEWAL OPTION AUTOMATICALLY RENEWS THE APPLICABLE SERVICE FOR 1 YEAR. WHILE THE DETAILS OF THE AUTOMATIC RENEWAL OPTION VARY FROM SERVICE TO SERVICE, THE SERVICES THAT OFFER AN AUTOMATIC RENEWAL OPTION TREAT IT AS THE DEFAULT SETTING. THEREFORE, UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, THE COMPANY WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH THE COMPANY AT COMPANY'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR CUSTOMER ACCOUNT FROM THE SITE. YOU MAY ENABLE OR DISABLE THE AUTOMATIC RENEWAL OPTION AT ANY TIME. HOWEVER, SHOULD YOU ELECT TO DISABLE THE AUTOMATIC RENEWAL OPTION AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, THE COMPANY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF YOU ARE ENROLLED IN AN AUTOMATIC RENEWAL OPTION AND WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, THE COMPANY WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. THE COMPANY MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR CUSTOMER ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) SETTING YOUR RENEWAL OPTIONS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason the Company is unable to charge your Payment Method for the full amount owed for the Services provided, or if the Company is charged a penalty for any fee it previously charged to your Payment Method, you agree that the Company may pursue all available lawful remedies in order to obtain payment. If you pay by credit card and if for any reason the Company is unable to charge your credit card with the full amount owed for the Services provided, or if the Company is charged back for any fee it previously charged to the credit card you provided, you agree that the Company may pursue all available lawful remedies in order to obtain payment. You agree that the remedies the Company may pursue in order to effect payment shall include, but not be limited to, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf. The

Company reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks the Company may perform outside the normal scope of its Services, (ii) additional time and/or costs the Company may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by the Company in its sole and absolute discretion). Typical scenarios include, but are not limited to, customer service issues that require additional personal time or attention, fees incurred by third-party payment providers such as PayPal, fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a Payment method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the Payment Method you have on file with the Company. All past due and unpaid balances may be subject to collection. In the event of collection, you will be liable for the costs of collection including collection agency fees, attorney's fees, court costs and any related fees.

The Company may offer product-level pricing in various currencies; however, transaction processing is supported only in Swiss franc and a select number of the currency options displayed on this Site ("Supported Currency" or "Supported Currencies"). If the currency selected is a Supported Currency, then the transaction will be processed in the Supported Currency and the pricing displayed during the checkout process will be the actual amount processed and submitted to your bank for payment. If the currency selected is not a Supported Currency, then the transaction will be processed in Swiss franc and the pricing displayed during the checkout process will be an estimated conversion price at the time of purchase. In either case (whether the currency selected is a Supported Currency or not), if the transaction is processed in a currency that differs from the currency of your bank account, you may be charged exchange rate conversion fees by your bank. In addition, due to time differences between (i) the time you complete the checkout process, (ii) the time the transaction is processed, and (iii) the time the transaction posts to your bank statement, the conversion rates may fluctuate, and the Company makes no representations or warranties that (a) the amount submitted to your bank for payment will be the same as the amount posted to your bank statement (in the case of a Supported Currency) or (b) the estimated conversion price will be the same as either the amount processed or the amount posted to your bank statement (in the case of a non-Supported Currency), and you agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the selected currency, you acknowledge and agree that you may be charged other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

DOMAIN NAME RENEWAL TERMS

When you register a domain name, you will have three renewal options: (i) "Automatic Renewal", (ii) "Extended Automatic Renewal", and (iii) "Manual Renewal":

- **Automatic Renewal.** Automatic Renewal is not a default setting. If you enroll in the Automatic Renewal plan, the Company will automatically renew, for a 1 year period, any domain name that is up for renewal and will take payment from the Payment Method you have on file with the Company, at Company's then current rates.
- **Manual Renewal.** If you do not select that the domain name be automatically renewed (through Automatic Renewal), you have the responsibility of logging into the Domain Manager portion of your Customer Account 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.

All renewals will be subject to the terms of this Agreement, as it may be amended from time to time, and you acknowledge and agree to be bound by the terms of this Agreement (as

amended) for all renewed domains. Domain name renewals will be non-refundable. If for any reason the Company 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.

You agree that the Company 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 privacy services, trustee services, or any other similar service, with your domain name registration, these services will not be automatically renewed when your domain name registration is up for renewal.

Auto-Renewal

You acknowledge that, even though the Company may provide an auto-renewal service to you for your convenience, it is your sole responsibility to keep your own records and to maintain your own reminders regarding when your Services are set to expire to ensure that your Renewal Fees are paid for the Services prior to the due date, or any other agreement with the Company. If you fail to renew your domain name in the timeframes indicated in this Agreement, you agree that the Company may, in its sole discretion, renew your expired domain name on your behalf even in case of insufficient funds on balance by Customer. In case the Customer does not pay the monthly fee and any amount due on Customer's account for the domain name(s) for a period of three (3) consecutive months then the account of the Customer will be put on hold and the Company can at its sole discretion process Customer's domain name(s) as it sees fit.

Dispute Policies

As a condition to entering into this Agreement with the Company, you must agree to the Registry's policies and procedures for the applicable TLD for which you are submitting an application for domain name registration or renewal, and if applicable, the policies and procedures of ICANN. As such, you agree to be governed by the dispute resolution policies adopted and promulgated by each respective Registry which you enter into an agreement with under this Agreement.

By entering into this Agreement by submitting an application to us for any TLD under ICANN's sponsorship, you agree to be bound by the terms of ICANN's UDRP and URS Policies, which are incorporated herein and made part of this Agreement by reference.

Up to Date Information and its Use

You agree to provide current, complete, and accurate information about you, both with respect to your customer account information with the Company and with respect to the WHOIS information for your domain names under this Agreement. You agree to maintain and update this information within seven (7) days of any change as needed to keep it current, complete, and accurate. With respect to the administrative, technical, and billing contacts for your domain names, you must submit the following: name, postal address, e-mail address, voice telephone number, and where available, fax number. You must also submit the names of the primary nameserver and secondary nameserver(s) for the Registered Name. You agree that the type of information you are required to provide may change and you acknowledge that, if you do not provide the newly required information, your Services under this Agreement may be suspended or terminated or may not be renewed. Failure to provide complete and accurate information may prevent you from obtaining the Services.

You further agree that the Company shall publish a public WHOIS database, as required by ICANN and various Registries as part of their adopted WHOIS policies, containing the information you provide above in relation to this Agreement. Our WHOIS database may

publish information beyond many Registry requirements. You understand and acknowledge that a number of Registries limit your information to be publicly displayed in their WHOIS databases; the Company's public WHOIS database does not. You acknowledge and agree that we will make available the Account information that you provide or that we otherwise maintain to the following parties: ICANN, various Registries, and other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of your domain name under this Agreement. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of such information. Additionally, you acknowledge that ICANN, or various Registries, may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found on the ICANN website. You agree that we may make publicly available some, or all, of the information you provide, for purposes of inspection (such as through the WHOIS service), and other purposes as required or permitted by applicable laws.

You agree that your willful submission of inaccurate or unreliable information, your failure to update your information within seven (7) days or your failure to respond for over fifteen (15) calendar days to inquiries by us concerning the accuracy of your Account information and WHOIS contact information or violations of any terms of this Agreement shall constitute a material breach of this Agreement and will be sufficient basis for suspension, cancellation, or termination of the domain name registration Services, including suspension, cancellation or deletion of the domain name, under this Agreement.

You understand that it is important for you to regularly monitor email sent to the email address associated with your account and WHOIS contact information because, among other reasons, if a dispute arises regarding your domain name or other related services, you may lose your rights to the domain name or your right to receive the Services if you do not respond appropriately to an email sent in conjunction therewith.

Ownership of Information and Data

You agree and acknowledge that we own all database, compilation, collective and similar rights, title and interests worldwide in our databases, and all information and derivative works generated from the databases.

In regard to the Services, you agree and acknowledge that the Company and each respective Registry who provide the Services, owns the following information for those Services: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of the Services, other than the domain name being registered, the IP addresses of the primary name server and any secondary name servers for the domain name, and the corresponding names of those name servers. We do not have any ownership interest in your specific personal registration information outside of our rights in our domain name database.

Term and Termination

This Agreement shall commence on the first day that Services are paid and applied for and shall remain in force continuously and uninterrupted so long as your Services are active.

You may terminate this Agreement at any time without written notice. To terminate this Agreement, you must contact support at support@brandnames.com and request termination. Upon termination, the Company shall terminate the Services and you must pay any amount

due. You acknowledge that the Company is required to retain certain records and information related to your Services according to local, state, country and international laws and will archive the information only as it is legally required to do so for this limited purpose.

The Company reserves the right to stop offering registration or renewal Services for any gTLD, ccTLD, sTLD, IDN, offered under this Agreement at any time. In such case that the Company stops offering the Services, you shall have the right to transfer the domain name to another registrar if this option is available. The Company shall not be liable in any way for its decision to stop offering the registration and renewal Services.

You agree that your failure to respond for over fifteen (15) calendar days to inquiries by us concerning the accuracy of your Account information and WHOIS contact information or violations of any terms of this Agreement shall constitute a material breach of this Agreement and will be sufficient basis for suspension, cancellation, or termination of the domain name registration Services, including cancellation and deletion of the domain name, under this Agreement.

Additional Rights

The Company expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify the Services provided under this Agreement, including cancellation and deletion of the domain name, or any other agreement with the Company for any reason, at its sole and absolute discretion, including, but not limited to the following: (i) to correct mistakes made in the offering and sale of the Services; (ii) to protect the stability of the Services and the Company's systems; (iii) to address fraud and abuse issues; (iv) to comply with local, state, national, international laws, rules and regulations; (v) to comply with requests of law enforcement; (vi) to comply with a dispute resolution process; or (vii) to avoid any civil or criminal liability.

Abuse

Company will take reasonable and prompt steps to investigate and respond to any reports of abuse or Illegal Activity involving the domain names of its customers. For purposes of this Agreement, Illegal Activity means conduct involving use of a domain name that is prohibited by applicable law, and/or exploitation of Company's Domain Name Services in furtherance of conduct prohibited by applicable law.

Well-founded reports of Illegal Activity (as determined by Company) will be reviewed within 24 hours by Company, which will, in its sole and absolute discretion, take appropriate action in response to the report.

Company will document its receipt of and response to all such reports and shall maintain the records related to such reports for two years, unless legally required to be maintained for a longer period. During such period, Company shall provide such records to ICANN upon reasonable notice.

If you want to report any abuse involving a domain name of a customer of Company, please email abuse@brandnames.com or by phone at +41.415880245 Please include the following information: abuse type (phishing, spam, etc.), URLs, relevant logging information (traffic, port scans, malicious activity, etc.), and any additional pertinent information.

Indemnification

You agree to release, defend, indemnify and hold harmless the Company, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers, and employees from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to this Agreement, the Services provided hereunder by the Company, the Site or your account manager, your Account with

the Company, your use of the Services, and/or disputes arising in connection with the Services.

If we are sued or threatened with legal action in connection with Services provided to you under this Agreement, you agree to release, defend, indemnify and hold harmless the Company. You further agree to indemnify, defend, and hold harmless applicable Registry operators listed at ICANN and all such parties' directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages, and reasonable legal fees and expenses) arising out of, or related to, the Services you are obtaining from us.

Indemnification Of Registry Operators.

You further agree to indemnify, defend and hold harmless all applicable registry administrator(s) and other registry operators listed at <http://www.icann.org/registries/listing.html> and all such parties' directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, the domain name registration services you are obtaining from us.

Warranty Disclaimer

THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, THE SITE OR ANY WEBSITES LINKED TO THE SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS ICANN-APPROVED DOMAIN NAME REGISTRAR. ALL SERVICES, AS WELL AS THE SITE, ARE PROVIDED "AS IS". YOUR SUBSCRIPTION TO, AND USE OF, THE COMPANY'S SERVICES AND ITS SITE ARE ENTIRELY AT YOUR RISK. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES CONSTITUTE LEGAL, FINANCIAL, OR TAX ADVICE AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE AS SUCH.

Limitations of Liability

YOU AGREE THAT THE COMPANY WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE SERVICES (2) USE OF THE SERVICES, (3) INTERRUPTION OF THE SERVICES OR INTERRUPTION OF YOUR BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR SERVICES OR DELAYS OR ACCESS INTERRUPTIONS YOU EXPERIENCE IN RELATION TO THE SERVICES; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD. YOU ALSO AGREE THAT THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE

USE OF THE SERVICES, BUT IN NO EVENT GREATER THAN THE AMOUNT FOR THE PRIOR 3 MONTHS OF SERVICES PAID FOR UNDER THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

General

You may not assign any of your rights or privileges, or delegate any of your duties or obligations hereunder, in whole or in part, by operation of law or otherwise, to any third party without the prior written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. The Company reserves the right, in its sole and absolute discretion, to change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time and without notice. Any such changes or modification shall be effective immediately upon posting to the Site. If you do not agree to be bound by this Agreement as last revised, do not use or continue to use the Services. You agree that your exclusive remedy is to transfer your Services to another registrar or request us to terminate your Services under this Agreement. The Company may occasionally notify you of changes or modifications to this Agreement or the Services by email so it is very important that you keep your account information current and up to date. The Company is not responsible and assumes no liability for your failure to receive an email notification if such failure results from inaccurate or outdated account information.

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter herein. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or unenforceability of any of the terms of this Agreement in any other jurisdiction. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. The headings contained in this Agreement are for convenience only and shall not affect meaning or interpretation of this Agreement.

Additional Registry Requirements

You agree to comply with Company Agreements, the Supplemental Registry Agreement (as uploaded in Company's Legal section and forming an inherent part of this Agreement) and any other Registry's guidelines, policies and additional terms and conditions as updated from time to time and published in each domain name Registry website, which all are hereby incorporated by reference.

You represent and warrant that every registration you are applying for in the applicable domain name satisfies stated requirements for such domain name under its Registry. You are also agreeing to the additional terms and requirements promulgated by and pertaining to each such registry, as set out in the Supplemental Agreement and the specific agreements and/or covenants referenced therein and incorporated into this Agreement.

Conflicts with other Agreements

In the event of any conflict between Company Agreements and the terms and conditions governing your use of any Services provided by the Company's third party service providers or any Registry administrator(s), the terms and conditions of this Agreement shall govern as it relates to any rights, obligations and remedies as between you and the Company.

Notices

You agree that any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the Customer Account and/or WHOIS information you have provided.

Contact Information

If you have any questions or concerns about anything found in this Agreement or other agreements with the Company, please contact us by regular mail, courier, or email to the following address:

BrandNames.com SARL, Gartenstrasse 4, Zug, Switzerland, 6304
support@brandnames.com

Governing Law

This Agreement and its subject matter shall be governed in accordance with the laws of Switzerland without regard to conflict of laws and principles contained therein with the exception of disputes related to this Domain Name Registration Agreement which fall under UDRP, URS or similar dispute resolution process as defined by various Registry policies and ICANN incorporated or made reference herein. You and the Company consent to the exclusive jurisdiction and venue of the courts of Switzerland.