Domain Registration Agreement

Legal Agreements · https://karthost.com/docs/domain-registration-agreement/

This Domain Registration Agreement (“Registration Agreement”) is between you, the person or entity registering a domain or domains, and the Company (as defined below), as the sponsoring registrar, or acting as reseller for the sponsoring registrar identified in the WHOIS record which may be retrieved here. For all customers outside of India, “Company”, ”we”, “us” or “our” shall refer to P.D.R Solutions (U.S.) LLC, and for all customers in India, the same shall refer to Endurance International Group (India) Private Limited. By using the Company’s domain registration services (the “Services”), you agree to be bound by this Registration Agreement. Please read this agreement carefully.

We may modify, add, or delete portions of this Registration Agreement at any time. In such event, we will post a notice that we have made significant changes to this Registration Agreement on our website for at least 30 days after the changes are posted and will indicate at the bottom of this Registration Agreement the date these terms were last revised. Any revisions to this Registration Agreement will become effective (i) 30 -days after the notice for modification, addition or deletion has been posted or (ii) the first time you access or use the Services after such changes. If you do not agree to abide by this Registration Agreement, you are not authorized to use or access the Services.

You acknowledge and agree that the Company may modify this Registration Agreement with or without notice in order to comply with any terms and conditions set forth by Internet Corporation for Assigned Names and Numbers (“ICANN”) and/or the applicable registry administrators (“Registry Administrators”) for the top level domains (“TLD”) or country code top level domains (“ccTLD”).

1. **Our Services**.

   Your domain registration will be effective upon occurrence of all of the following:

   a. You accept all terms and conditions of this Registration Agreement and the the Company’s Terms of Service and its ancillary documents;

   b. The Company accepts (in its sole discretion) your domain registration application;

   c. The Company receives payment of the registration, renewal and reinstatement fees, as applicable; and

   d. The Company delivers the domain registration information you provide to the registry administrator for the applicable TLDs and the Registry Administrator puts into effect your

domain registration application.

2. **Limitation of Liability**

   You understand that the Company does not control all aspects of the domain registration process. For example, once you submit a domain registration, the Company forwards the information contained in the registration to the appropriate Registry Administrator for processing and actual registration of the name. The Company disclaims, and you agree, that the Company is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by you; and (ii) the input of the information by the Registry Administrator. The Company will not be held liable, nor refund a domain name registration due to spelling errors/typos.

3. **Multiple Domain Registrations**

   The Company, in accordance with ICANN policies, reserves the rights to refuse to register multiple domain registrations.

4. **Fees**

   1. **Payment of fees as a condition to domain registration.** As consideration for the domain registration service provided by the Company, you agree to pay the Company, prior to the effectiveness of the desired domain registration, all registration and other applicable fees as indicated via the payment method selected at the time of registration. All fees are non-refundable, in whole or in part, even if your domain registration is suspended, cancelled or transferred prior to the end of your then-current registration term. It is the responsibility of the listed registrant for the domain name to maintain records appropriate to document and prove the initial domain name registration date.
   2. **Reservation of right to modify fees.** The Company reserves the right to modify fees, surcharges, and renewal fees or to institute new fees at any time with 30 days’ notice, for any reason, at its sole discretion.
   3. **Credit card charge-backs for domain registrations.** In the event of a charge-back to the Company by the credit card company (or similar action by another payment provider used by us) for the credit card used in connection with the payment of the registration or other fee, you agree and acknowledge that the domain registration shall be transferred to the Company, as the paying entity for that registration to the registry(ies) and that we reserve all rights

regarding such domain including, without limitation, the right to make the domain available to other parties for purchase. the Company also reserves the right to lock your account and the remainder of your domains until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your domain registration, subject to the Company's receipt of the registration fee and any administrative and/or chargeback fees described above.

4. **Credit card charge-backs for non-domain registration services.** In the event of a charge-back by the credit card company (or similar action by another payment provider) for the credit card used in connection with the payment of a non-domain registration fee, you agree and acknowledge that service shall not initiate or will be discontinued, if previously in use, and any information maintained by the service may be deleted along with your account and the remainder of your services being locked until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your services, subject to the Company's receipt of the non-domain registration fee and any administrative and/or chargeback fees described above.

5. **Required Domain Registration Information**
    1. **Registration information.** As part of the domain registration process and in accordance with ICANN policies, a Registered Name Holder is required to submit, and update within seven (7) days of any change, complete and accurate information, including the following (collectively, the "Registration Information"):
        - The domain registrant's name and postal address;
        - The domain being requested;
        - Administrative contact information, including the name, postal address, email address, telephone number, and where available, fax number of the administrative contact for the domain; and
        - Technical contact information, including the name, postal address, email address, telephone number, and where available, fax number of the technical contact for the domain; and
        - Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.

2. **Additional registration information.** In addition, in accordance with ICANN policies, the Company is obligated to submit and keep current, complete and accurate additional information relating to a domain registration, which may include the following (collectively, "Additional Registration Information"):
    - The original creation date of the domain registration;
    - The submission date and time of the registration to us and by us to the proper registry;
    - Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
    - Account records for your domain registration, including dates and amounts of all payments and refunds;
    - The IP addresses of the primary nameserver and any secondary nameservers for the domain;
    - The corresponding names of those nameservers;
    - The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;
    - The name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain;
    - The expiration date of the registration; and
    - Information regarding all other activity between you and us regarding your domain registration and related services.

3. **Use of Registration Information and Additional Registration Information.** You agree and acknowledge that the Company will make available the Registration Information and the Additional Registration Information to ICANN; to other third party Registry Administrators such as VeriSign, Inc., Global Names Registry Ltd., Neustar, Inc., Afilias USA, Inc., Global Domains International; and as applicable laws may require or permit. Additionally, you acknowledge and agree that ICANN and the Registry Administrators may establish guidelines, limits and/or requirements that relate to the amount and type of information that the Company may or must make available to the public or to private entities, and the manner in which such information is made available. Further, you hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in

connection with the registration of a domain (including any updates to such information), whether during or after the term of your registration of the domain. Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of your Registration Information and the Additional Registration Information.

4. **Information updating and accuracy obligations.** As a condition to continued registration of your domain, you must provide us with updated Registration Information within seven (7) days of any changes to such information. You may review, modify or update your Registration Information by accessing the Company's domain manager service, domain management console or similar service, made available at our website. In accordance with ICANN policies, you acknowledge and agree that if you willfully provide inaccurate information or fail to update your Registration Information within seven (7) days of any change, then you will be in material breach of this Registration Agreement and we may in our sole discretion cancel your domain registration. You further agree that your failure to respond within ten (10) days to any inquiry by the Company concerning the accuracy of the Registration Information or to contact the Company immediately upon discovery of any willful inaccuracy (including, e.g., phone number listed as 000-0000) associated with your domain registration shall constitute a material breach of this Registration Agreement and will be sufficient basis for cancellation of your domain registration. You further represent that you have obtained consent from any third-party individuals whose personal data you have provided as Registration Information.
5. **Information requirements for renewals.** Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.
6. **Ownership of data.** You agree and acknowledge that the Company owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database ("Domain Database"), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that the Company may use the following information for those domain registrations for which we are the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact,

authorized contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or should appear in the WHOIS or similar database; and (e) any other information the Company generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. The Company does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database. The Company agrees to take reasonable precautions to protect your specific personal registration information from loss, misuse, unauthorized access or disclosure, alteration or destruction.

7. **Registrant Verification.** You understand and agree that Registrar is required to verify the Registered Name Holder's email address within 15 days of any registration, transfer, or change to the Registered Name Holder's contact information. The Domain Name Holder's failure to verify the contact information within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).
    - In addition, you understand and agree that Registrar is required to verify any changes to any WHOIS contact information within 15 days of any change. The Domain Name Holder's failure to verify such changes within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

6. **Domain Privacy Service**
    1. If you purchased domain privacy services ("Domain Privacy"), you agree that your Registration Information will be replaced in any public WHOIS search with information provided by the Company as determined in its sole discretion (the "Private WHOIS Contact Information").
    2. Although the Private WHOIS Contact Information will appear in any public WHOIS search result, you are solely responsible for resolving any and all monetary, creditor, or other claims that arise in connection with a legal or other dispute involving your domain name registration. Use of the Domain Privacy service in no way alleviates your obligation to provide valid and accurate Registration Information and to update and correct such information pursuant to the terms of

this Registration Agreement.

3. The Domain Privacy service is NOT a general mail forwarding service. You agree that you will not provide any third party with the Private WHOIS Contact Information for the purpose of having such third party transmit communications to you. The Company may immediately terminate the Domain Privacy service and, at its sole option, disclose the Registration Information in the event that you breach this Agreement.
4. Notwithstanding anything to the contrary, you agree that the Company may, but is not obligated to, review and forward communications in connection with your domain name that it receives. You hereby authorize the Company to receive, sort, open, forward, and destroy any and all mail sent to our address at our sole discretion. You specifically acknowledge that the Company is not obligated but may forward to you certified or traceable courier mail (such as UPS or Federal Express deliveries), legal notices, or first class U.S. postal mail; however, the Company will NOT forward “junk” mail or other unsolicited communications (whether delivered through fax, postal mail, or telephone), and you further authorize the Company to either discard all such communications or return all such communications to the sender. You agree that: (i) postal mail may be forwarded via regular mail forwarding or scanned and emailed electronically to the email address listed in the Registration Information; (ii) emails will be forwarded to the email address listed in the Registration Information; and (iii) callers will be directed to use the mailing or email address listed on the Private WHOIS Contact Information and we will forward such mail or email pursuant to the terms of this section; we will not relay phone messages to you. You agree to waive any and all claims arising from your failure to receive communications directed to your domain name but not forwarded or referred to you by the Company.
5. If any domain name for which you are using the Domain Privacy service is transferred to another registrar, Domain Privacy will automatically cease and no refund will be given for any unused portion of the service.
6. Failure to renew the Domain Privacy service while your domain name registration is still valid will result in the Domain Privacy being suspended, terminated or cancelled and your Registration Information will be displayed in any public WHOIS search. Domain Privacy renewals after initial purchase will be at the standard list price, which is available by logging in to your account.

7. The Company expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Service and/or reveal the Registration Information in any public WHOIS search or to any third party at any time without notice to you:
    - To comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government inquiries or requests of law enforcement;
    - To comply with ICANN's Uniform Domain Name Dispute Resolution Policy ;
    - To resolve any and all third-party claims, whether threatened or made, arising out of your use of the Domain Privacy service, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights;
    - In the event you breach any provision of this Registration Agreement or any other agreement you've entered into with the Company, including, but not limited to, the Terms of Service;
    - To comply with the rules, procedures, or practices of the registry that governs the domain name extension receiving the Domain Privacy service and to protect the integrity and stability of the applicable domain name registry;
    - To avoid any financial loss or legal liability (civil or criminal) on the part of the Company, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees;
    - To prevent inappropriate activity that comes to the Company's attention, including without limitation if you are using Domain Privacy to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware,

firmware, network, system, data, or personally identifiable information.

8. Pursuant to paragraph 3.7.7.3 of ICANN's Registrar Accreditation Agreement ("RAA") , you agree that if you license use of a Registered Name (as that term is defined in the RAA) to a third party, you are nonetheless the Registered Name Holder of record (as that term is defined in the RAA) and are responsible for providing the full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for any harm caused by wrongful use of the Registered Name, unless the Registered Name Holder discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party that provides the Registered Name Holder reasonable evidence of actionable harm.

7. **Domain Parking**
    1. **Upon registration, the domain will be automatically placed on name servers provided by the Company, and Internet users that type in the domain will be redirected to a "coming soon" page (collectively, "parking a domain" or a "parked domain").** There is no charge for parking a domain. You hereby consent to and authorize the Company's placement of a "coming soon" page, and its associated contents, on your parked domain. You may change the name server configuration (or "un-park" the domain) after the registration is complete. If you need to register name servers using the domains that you are currently registering, the names will initially be parked with the Company until you modify the name servers after the domain registration is complete, using your account manager.
    2. **In the event your domain registration expires, your registration is no longer valid.** If you are able to renew the domain name, you may update the domain to its original settings. After expiration, but prior to renewal, the domain may be pointed to an "expired" page (collectively, "parking a domain" or a "parked domain"). There is no charge for the parked domain. By not renewing the domain, the Company may place an "expired" page, and its associated contents, on the parked domain. You may change the name server configuration (or "un-park" the domain) after the renewal is complete. If you need to register name servers using the domains that you are currently renewing, the names will initially be parked with the

Company until you modify the name servers after the domain renewal is complete, using your account manager.

3. **The “coming soon” and/or “expired” pages may contain advertisements and other materials selected by the Company, in the Company’s sole discretion.** This may include, but is not limited to third-party websites, third-party product and service offerings, and/or Internet search engines. The Company reserves the right to collect and retain all revenue obtained from such advertising and other materials.
4. **DNS Wildcard.** In the event you utilize the Company’s DNS management services and fail to configure a wildcard DNS for your domain, the Company may insert wildcard DNS records to resolve subdomains of your domain that would not otherwise resolve. The Company may point those subdomains to a web page that may contain advertisements and other materials selected by the Company in the Company’s sole discretion. This may include, but is not limited to, third-party websites, third-party product and service offerings, and/or Internet search engines.

8. **Registration Renewal**
    1. **Renewal obligations.** You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration, should you so desire their renewal. You may renew your domain at any time before the expiration date. the Company shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.
    2. You may be notified at the Company’s sole discretion when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by such other method as we indicate in the renewal form. If your billing information is not accurate, you are solely responsible for the failure to renew.
    3. **Autorenewal.** You agree that if you paid for any services provided hereunder by credit card or other payment service (such as PayPal), you hereby authorize but do NOT obligate, the Company to automatically charge your credit card or payment service account and renew the applicable service(s) on or before their renewal date using the credit card or other acceptable payment information you have provided to the Company, unless you notify the Company that you do not wish to participate in the Company’s automatic renewal process. The Company

must receive notification of your intent to not renew (opt-out) no later than sixteen (16) days prior to the renewal date. In the absence of such notification from you, the Company will automatically renew, for a period of one (1) or two (2) years, as set forth by the applicable registry depending on the TLD or ccTLD of your domain name, any domain that is up for renewal and will charge the credit card or payment service account you have on file with the Company, at the Company's then current rates. You are solely responsible for the credit card or other payment information you provide to the Company and must promptly inform the Company of any changes thereto (e.g., change of expiration date or account number). If the credit card or payment service account has expired or is otherwise invalid, you are solely responsible for a failure to renew and the Company shall not be liable for your failure.

4. **Expired domain names.** You agree that we may place our contact information in the WHOIS output for any expired domain name, as the failure to renew results in the immediate cancellation of registration and loss of all rights to the domain name. Should you choose not to renew your domain name, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf as an Expired Domain Transfer ("ED Transfer").
5. **New customers through domain auction or brokerage partners and/or ED Transfers.** If you are registering a domain name that was registered with, and not yet deleted by, the Company at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of an ED Transfer (defined above). You will not be compensated for the inability to use the domain from the time it was expired until the time you are able to use the domain in your account. NOTE: You may not transfer your domain name to another Registrar for sixty (60) days from the date of any previous transfer.

9. **Domain Dispute Resolution Policy**

You agree to be bound by the appropriate domain dispute resolution policy ("Dispute Policy") applicable to the domain that you have selected, including the Uniform Domain Name Dispute Resolution Policy, which can be found here. The Dispute Policy has been developed by ICANN and/or the specific Registration Administrator(s) and is incorporated by reference in this Registration Agreement. Certain disputes are subject to the applicable Dispute Policy. In the event such dispute arises, you agree that you will be subject to the provisions specified in the applicable

Dispute Policy in effect at the time your domain registration is disputed by a third party. You further agree that, in the event a domain dispute arises with any third party, you will indemnify and hold the Company harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. The Dispute Policy may be modified at any time by ICANN or the applicable Registry Administrator, and your continued use of the domain registered to you after any such Dispute Policy modification shall constitute your acceptance of the modified Dispute Policy and this Registration Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled or transferred to a different domain registrar. For the adjudication of disputes concerning or arising from use of the second level domain ("SLD") name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder's domicile and (2) where registrar is located. In addition, you agree to the rules of ICANN's Uniform Rapid Suspension ("URS") and to submit to any proceedings commenced pursuant to the URS, if applicable.

10. **Change of Registrant Of Domains**
    1. **Change of Registrant.** Effective December 1, 2016, for all gTLDs, any material changes to a domain name registrant's name, company, email address, or to the administrative contact email address (if there is no registrant email address) are subject to ICANN's Transfer Policy (available at https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en).
    2. We are required to deny a change of registrant for any of the following reasons:
        - the domain name registration agreement has expired and the registrant no longer has the right to renew the domain name or to transfer the domain name to another registrar;
        - the change of registrant was not properly authorized by the Prior Registrant and the New Registrant; or
        - the domain name is subject to a domain name dispute proceeding, including, but not limited to, the following:
            - Uniform Domain-Name Dispute-Resolution Policy (UDRP) (https://www.icann.org/resources/pages/help/dndr/udrp-en);
            - Uniform Rapid Suspension (URS) (https://www.icann.org/resources/pages/urs-2014-01-09-en);

- Registrar Transfer Dispute Resolution Policy (https://www.icann.org/resources/pages/tdrp-2012-02-25-en);or
- a court order.

- Unless a change of registrant is otherwise prohibited, the Prior Registrant and the New Registrant, or their Designated Agents, must confirm the change of registrant within 60 days of the request.
- Unless you opt out of the transfer lock when you request a change of registrant, you may not transfer your domain registration to another domain registrar for sixty (60) days following the change of registrant.

3. **Designated Agent.** You hereby explicitly authorize us to act as "Designated Agent" to approve a change of registrant on behalf of the Prior Registrant and the New Registrant, consistent with and pursuant to the requirements of ICANN's Transfer Policy .
4. **Transfer of registration to another registrant.** The entity or person named as the "registrant" at the time the controlling user name and password are secured shall be the registrant of the domain. You agree that prior to the effectiveness of any transfer of ownership of your domain to another entity, the Company reserves the right to enforce any amount published for the transfer of ownership of a domain. You further agree that, as a condition of any such transfer of ownership of the domain, the party to which you seek to transfer your domain shall agree in writing (electronic acceptance is acceptable) to be bound by the terms and conditions of this Registration Agreement. Your domain will not be transferred until we receive such written assurances (or reasonable assurance as determined by the Company in its sole discretion) and actual payment of the transfer fee, if any is imposed. You acknowledge and agree that if you attempt to transfer your domain registration without paying the Company the amount published for the transfer of ownership of a domain, or if the entity to which you seek to transfer your domain fails to agree in writing to be bound by all terms and conditions of this Registration Agreement, any such transfer will be null and void, and will result in your domain registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain.
5. **When changing the name of registrant within the Company,** you agree that at the Company's discretion, the domain name may be changed back to the registrant listed

immediately prior to the change upon written (email is acceptable) request within five (5) days (or such reasonable time as determined at the Company's discretion) by registrant that was listed immediately prior to change or in the event of suspected fraud in connection with the change of the registrant name as determined by the Company in its sole discretion.

6. **Transfer of registration to or from another registrar.** When transferring a domain name into the Company as the new registrar of record and simultaneously changing the name of registrant or subsequently changing the name of registrant, you agree that the domain name may be re-transferred back to the losing registrar upon written (email is acceptable) request by registrant that was listed immediately prior to transfer or upon request by losing registrar or in the event of suspected fraud in connection with the transfer as determined by the Company in its sole discretion. At the time of transfer into the Company, you must complete all required information requested through the online transfer application, i.e., contact information, nameserver information, etc. the Company may elect to accept or reject your domain name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the domain name transferred to another registrar.
7. **RESTRICTIONS ON REGISTRAR TRANSFERS.** For generic top-level domains governed by ICANN, you agree that you may not transfer your domain registration to another domain registrar during the first sixty (60) days from the effective date of your: (1) initial domain registration or (2) completion of a domain transfer into the Company. If you choose to utilize our transfer lock service, you agree to provide written authorization (electronic acceptance is acceptable) to the Company for the transfer of the domain to another registrar and agree to pay any and all fees that may be charged by the Company to effect the transfer. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here).
8. For country-code top-level domains, as established by each registry, you agree that you may not transfer a domain to another registrar during the first sixty (60) days of the initial registration or after expiration of the domain. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here).

11. **Agents and Licensing**

You agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity

listed as registrant as a principal to this Registration Agreement, including the applicable Dispute Policy. The name listed as registrant of the domain or the appropriate officer of a listed Organization (at the Company's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that particular domain (e.g. admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Registration Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you accept liability for any actions of the licensee using the domain unless you promptly disclose the current contact information provided to you by the licensee and the identity of the licensee to any party providing reasonable evidence of actual harm.

12. **Representations and Warranties**

    In the event that, in registering the domain, you are providing information related to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Registration Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Registration Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate.

13. **Indemnification**

    1. **Indemnification of the Company.** You will indemnify, hold harmless, and defend the Company and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, the Registry Administrators, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Registration Agreement or any of the

Company’s policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). “Reasonable attorneys’ fees and costs” as used in this Section 13 includes without limitation fees and costs incurred to interpret or enforce this Section 13. the Company may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim. The Company will provide you with reasonably prompt notice of any Claim.

2. **Indemnification of ICANN and Registry Operators.** You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to VeriSign, Inc., Public Interest Registry, Afilias Limited, SITA, NeuLevel, Inc., and NeuStar, Inc.) and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys’ fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same. Some Registry Operators may not allow this indemnification provision to apply, as contained herein; in such cases, this provision is in effect to the full extent permitted by law as applicable to such Registry Operator.
3. These indemnification obligations shall survive the termination or expiration of this Registration Agreement.

14. **Warranty Disclaimer; Limitation of Liability**
    1. **Disclaimer of warranty.** THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS REGISTRATION AGREEMENT OR ANY OF ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WITHOUT ANY LIMITATION TO THE FOREGOING, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN UNDER THIS REGISTRATION AGREEMENT WILL PREVENT CHALLENGES TO YOUR DOMAIN REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF ANY DOMAIN REGISTERED TO YOU.
    2. **Limitation of liability.** YOU AGREE THAT THE COMPANY AND THE INDEMNIFIED PARTIES, AS DEFINED IN SECTION 12(a) OF THIS REGISTRATION AGREEMENT, WILL NOT BE LIABLE FOR ANY

OF THE FOLLOWING: (A) SUSPENSION OR LOSS OF THE DOMAIN REGISTRATION IN YOUR NAME; (B) USE OF YOUR DOMAIN REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE; (C) INTERRUPTION OF BUSINESS; (D) ACCESS DELAYS, DENIAL OF SERVICE (DOS) ATTACKS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEBSITE(S) YOU ACCESS BY THE DOMAIN REGISTERED IN YOUR NAME; (E) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) EVENTS BEYOND THE COMPANY'S OR ANY OF SUCH INDEMNIFIED PARTIES' REASONABLE CONTROL; (G) THE PROCESSING OF YOUR DOMAIN APPLICATION; (H) ANY FAILURES OF ENCRYPTION OR OTHER SERVICES PROVIDED; OR (I) APPLICATION OF THE DISPUTE POLICY. THE COMPANY AND THE INDEMNIFIED PARTIES ALSO 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), OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF SUCH INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S OR ANY OF SUCH INDEMNIFIED PARTIES' MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN THAT IS AT ISSUE FOR THE THEN-CURRENT PERIOD OF REGISTRATION.

15. **Term and Termination**
    1. **Term.** The term of this Registration Agreement commences on the day you accept this Registration Agreement to the day until the occurrence of any of the following: (a) your domain registration is cancelled; (b) your domain is transferred to a third party; or (c) your domain expires or is terminated (in accordance with Section 15.c, below) (collectively, "Termination"). Your obligation to pay any fees or other amounts under this Agreement which arose prior to expiration or other termination of this Registration Agreement shall survive any such expiration or termination.
    2. **Domain suspension, cancellation or transfer.** You acknowledge and agree that your domain registration is subject to suspension, cancellation or transfer (cancellation or transfer collectively referred to as, "Cancellation") (a) to correct mistakes by the Company, another registrar, or a Registry Administrator in administering the domain name or (b) for the resolution of disputes concerning the domain pursuant to an ICANN policy or procedure. It is your responsibility to verify if any domain is infringing anyone else's rights, prior to registration. If

the domain name you have registered is found to be infringing on another person's rights, determined in the Company's discretion, the Company has the right to cancel your registration immediately. If you are in willful violation of our agreement, you will not be entitled to any refund. You also agree that the Company shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain registration upon up to seven (7) calendar days prior notice or after such time as the Company receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation, transfer or modification of the domain registration.

3. **Termination.** The Company reserves the right to suspend, cancel, transfer or modify your domain registration if: (a) you materially breach this Registration Agreement (including the Dispute Policy) and do not cure such breach within ten (10) days of notice by the Company; (b) you use the domain to send unsolicited email, in violation of this Registration Agreement or applicable laws; (c) you use your domain in connection with unlawful activity; or (d) you otherwise violate this Registration Agreement as determined by the Company in its sole discretion. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS ASSOCIATED WITH THE TERMINATION OF YOUR RIGHTS TO THE DOMAIN NAME.
4. **Survival.** The following provisions will survive Termination or Cancellation of this Registration Agreement: Sections 2, 9, 12, 13, 14, 15 and 16.

16. **Additional Terms**
    1. **Personal Data.** The Company incorporates its Privacy Notice by reference. Please read our Privacy Notice by clicking here . In addition, you hereby represent that you have provided the Company's Privacy Notice to any person whose personal data you disclose to the Company and that you have obtained their consent to the foregoing.
    2. **Governing law; jurisdiction.** Except as otherwise set forth in the Dispute Policy with respect to disputes, this Registration Agreement, your rights and obligations and all actions contemplated by this Registration Agreement shall be governed by as follows. Unless you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Commonwealth of Massachusetts. If you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort,

shall be governed by the substantive laws of the Republic of India.

Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

c. **Arbitration.** Your use of the Services is also governed by the following:
Unless you are in India, you also hereby agree to the Company's Arbitration Agreement, which is incorporated into this Agreement by reference and can be found here.
Alternatively, if you are in India, the following provision applies to you:
All disputes, controversies and differences arising out of or relating to this Agreement, including a dispute relating to the validity or existence of this Agreement ("Dispute") shall be referred to and resolved by arbitration in Mumbai, India under the provisions of the Arbitration and Conciliation Act, 1996; provided that, to the extent a party may suffer immediate and irreparable harm for which monetary damages would not be an adequate remedy as a result of the other party's breach or threatened breach of any obligation hereunder, such party may seek equitable relief, including an injunction, from a court of competent jurisdiction, which shall not be subject to this Section. The arbitration tribunal shall consist of one (1) arbitrator jointly appointed by the parties within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a party to the other. If the parties fail to agree on appointment of such arbitrator, then the arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. As part of the terms of the appointment of the arbitrator(s), the arbitrator(s) shall be required to produce a final and binding award or awards within six (6) months of the appointment of the sole arbitrator (jointly appointed by the parties). Parties shall use their best efforts to assist the arbitrator(s) to achieve this objective, and the parties agree that this six (6) month period shall only be extended in exceptional circumstances, which are to be determined by the arbitrator(s) in its absolute discretion. The arbitral award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The parties agree to be bound thereby and to act accordingly. All costs of the arbitration shall be borne equally by the parties.

d. **Notices.** You agree that any notices required to be given under this Registration Agreement by the Company to you will be deemed to have been given if delivered in accordance with the contact

information you have provided.

e. **Relationship.** The Company and you are independent contractors and nothing contained in this Registration Agreement places the Company and you in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

f. **Waiver.** No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Registration Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

g. **Severability.** If any provision or portion of any provision of this Registration Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

h. **Assignment.** You may not assign or transfer this Registration Agreement or any of your rights or obligations hereunder, without the prior written consent of the Company and/or without using the Company’s domain transfer process in compliance with ICANN’s policies. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. The Company may assign its rights and obligations under this Registration Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Registration Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. You agree that the Company may transfer your domain name from one accredited registrar to another accredited registrar without requiring your consent, to the extent not prohibited by ICANN or applicable registry rules or by applicable law.

i. **Intellectual property.** Except for your Content (as defined above), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively,

"Company Content"), are the proprietary property of the Company. No Company Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purposes in any form or by any means, in whole or in part, other than as expressly permitted in this Registration Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Company Content. Any use of the Company Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the services and the Company Content granted herein. All rights of the Company or its licensors that are not expressly granted in this Registration Agreement are reserved to the Company and its licensors.

j. **Entire agreement.** This Registration Agreement, and the attachments and documents referenced herein, including but not limited to the applicable Dispute Policy (as modified from time to time), constitute the complete and exclusive agreement between you and the Company, and supersede and govern all prior proposals, agreements, or other communications with respect to the subject matter hereof.

APPENDIX 1.

ADDITIONAL REGISTRY REQUIREMENTS

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by, which incorporates by reference, all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the TLDs in which you register any domain.

TO LINK TO AND REVIEW THE REGISTRY POLICIES FOR THE TLD IN WHICH YOU WISH TO REGISTER A DOMAIN NAME, PLEASE CLICK HERE.

This file was last modified on August 14th, 2020. (updated at KartHost.com 11/06/2023)