ANNEX .AUTOS - SPECIAL CONDITIONS FOR THE .AUTOS TLD
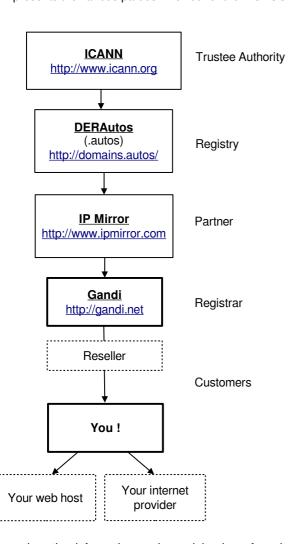
version 1.0 – April the 12th, 2016

In addition to Gandi Corporate Special Conditions and Gandi's General Terms and Conditions for domain name registration, the registration and use of a domain name in the extensions mentioned above imply the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts are presented to You at the time of the subscription to Our Services. Capitalized terms have the definition attributed to them in Our General Terms and Conditions of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .AUTOS.1. Trustee authority and Registry

.AUTOS is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .AUTOS TLD:

ICANN http://www.icann.org	Trustee Authority
DERAutos (.autos) http://domains.autos/	Registry
IP Mirror http://www.ipmirror.com	Partner
Gandi http://gandi.net	Registrar
Reseller	
	Customers
You !	
Your web host	Your internet provider

You can view the information and special rules of each party involved by clicking on the respective links.

Section .AUTOS.2. Registration terms and conditions

When You apply to register a .AUTOS domain name, You acknowledge that You have fully understood, and that You certify to have full knowledge of and that You agree to abide by all the rules and specific conditions of .AUTOS domain names, as defined by ICANN and DERAutos and which may be viewed at the following page:

http://domains.autos/about/policies/

And especially :

- Domain name registration agreement : in appendix
- Sunrise Policy : http://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-Sunrise-Policy.pdf
- Registration Policy : http://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-AUTOS-Registration-Policy.pdf
- Acceptable Use Anti-Abuse Policy : http://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-Acceptable-Use-Anti-Abuse-Policy.pdf
- Data Policy : http://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-Registrant-Data-Policy.pdf
- WHOIS Data Access Policy : http://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-Whois-Policy.pdf
- ICANN Policies : http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .AUTOS Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our Website.

The contract between ICANN and the .AUTOS Registry is available at the following address: http://www.icann.org/en/about/agreements/registries/autos

In the framework of its Gandi Corporate Service, Gandi allows You to register Your domain name in .AUTOS which will only be available to Our Gandi Corporate customers via Our partner IP Mirror.

You agree to abide by all the rules and specific conditions available at the followings URLs :

- Registration policy : http://ipmirror.com/en/service_agreements/agreement_domains
- Privacy Policy : http://ipmirror.com/en/service_agreements/agreement_privacy

Registration and management of the .AUTOS is done manually by Gandi. These operations are therefore subject to processing times which may vary from a few hours to few days. Gandi allows You to place Your orders directly on Our site and to manage Your domain names under this extension in Your Gandi interface. However, Your request(s), and/or changes are not automatically transmitted to Our partner IP Mirror and will not take effect until IP Mirror and the Registry has received and validated them.

Section .AUTOS.3. Launch rules

The .AUTOS domain name launch will occur in 2 phases: Sunrise and general opening.

The Sunrise phase will run from March 22th to May 21th 2016. General opening is scheduled for July 4th 2016. These dates are not definitive and are subject to change by the Registry.

Preregistrations during general opening phases are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

Section .AUTOS.4. Special requirements

.AUTOS special requirements are available at:
http://www.gandi.net/domain/autos/info

To register, renew, or accept the transfer of a .AUTOS domain name, You must be an individual or a legal entity with a bona-fide nexus to the .AUTOS sector. This connection means that You as the registrant of the domain name must be able to reasonably demonstrate a link or an interest to the relevant sector at the time of registration and throughout the duration of the .AUTOS domain name registration.

4.1 Eligibility rules

To register, renew, or accept the transfer of a .AUTOS domain name, you must meet the following requirements :

• Be a bona-fide member of the relevant sector such as listed in the Registration Policy available at the following URL : http://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-AUTOS-Registration-Policy.pdf (2.2 Nexus to the Relevant Sector)
• Your actions in the sector, as well as Your use of the registered domain name, must be:
  - generally accepted as legitimate;
  - non-detrimental to the interests of the Relevant Sector; and
  - in good faith at the time of registration and throughout the duration of the active registration

In addition, the domain name must reflect Your name, acronym, trademark, or derivative thereof.

You may be, from time to time, required to state or reaffirm Your intended use of the registered domain name. A false statement of intended use, or a statement demonstrated to be false at a later time, is an indication of bad faith and can be the basis for the suspension or destruction of the .AUTOS domain name.

4.2 Verification process

Once Your order is sent to the Registry, You will receive an e-mail with log in information allowing You to connect on the verification interface set up by the Registry in order to provide with evidence of Your eligibility. These information have to be provided within 10 days following Your registration order. The registration of Your domain name will be effective only after validation by the Registry.

In addition, Your eligibility may be verified at any time by the Registry and particulary in case of owner change.

In any case, if the domain name is not allocated to You by the Registry after the verification process, You will not be entitled to any refund.

4.3. Registration procedure with Gandi

Registering a .AUTOS domain name is done directly on the Gandi interface and then manually by Gandi at IP Mirror. Consequently, the registration of Your domain name will not be immediately effective when You will place an order on Our site. Gandi will forward Your application for registration to IP Mirror within two (2) working days after confirmation of Your order on Our site.

Section .AUTOS.5. Sunrise

5.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism "TMCH" (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our Corporate team).

Eligibility conditions concerning the registration of a trademark with TMCH and the applicable rules are available at the following address: http://www.trademark-clearinghouse.com/downloads

Once Your trademark has been validated, TMCH generates one or several "labels" strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a "SMD" (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the "label(s)" generated, provided that You comply with the eligibility conditions and rules enacted by the Registry,
- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your "SMD" file for verification.

5.2 Allocation rules

Sunrise applications are not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

• if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Sunrise period,
• if more than one claim is made for the same domain name, an RFP (request for proposal) mechanism will be used to determine the winner of the domain name. The Registry will ask You details about how You will use the domain name and will decide which registrant will get the domain name based on the strength of their proposal.

When a domain name is allocated to You in Sunrise period, third parties who own an identical mark registered within TMCH are notified of Your registration.

5.3 Dispute resolution

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH:
http://www.trademark-clearinghouse.com/dispute

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute

resolution procedure established by the Registry that You agree fully abide by:
http://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-SDRP.pdf

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, "SMD" file invalid or revoked …) or if the domain name is not granted to You (if the domain name is allocated to another registrant due to RFP, if a third party has successfully challenged the domain name registration …).

Section .AUTOS.6. "Trademark Claim Notice" period

In accordance with ICANN rules, during at least the first 90 days upon general opening, a "Trademark Claim Notice" period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the "labels" generated), Gandi will send You by e-mail a warning notice ("Trademark Claim Notice") informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences, by responding to the e-mail sent by Gandi. It being specified that if You do not confirm the notice, Your request will not be sent to IP Mirror.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

Section .AUTOS.7. Reserved names and premium domain names

Domain names reserved by the Registry may be registered case-by-case directly with the Registry. Allocation or non-allocation of a reserved name may be contested with the RNDRP procedure (Reserved Names Dispute Resolution Policy) : http://domains.AUTOS/wp-content/uploads/2016/02/Dominion-Registries-RNDRP.pdf

In addition, some words are prohibited:
http://www.icann.org/en/about/agreements/registries/autos
(specification 5. schedule of reserved names), names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .AUTOS.8. Registration term

The registration term is 1 year for requests made during the Sunrise period, and from 1 to 10 years for requests made during the general opening. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared at least 10 days **before the Expiration date**.

Section .AUTOS.9. Pricing

Our prices may be viewed at:
https://www.gandi.net/domain/price/detail/autos

"Premium" domain names are subject to specific prices that we will communciate to You on request.

Section .AUTOS.10. Storage of contact information

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

You consent to the use, copying, distribution, publication, modification it in the public Whois database and other processing of Your Personal Data by the Registry and its designees and agents.

Section .AUTOS.11. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy), URS (Uniform Rapid Suspension System) and REDRP (Registration Eligibility Dispute Resolution Procedure) for .AUTOS domains, that You agree fully abide by.

You may view general documentation on the UDRP procedure at the following addresses:

• ICANN domain name dispute resolution policies:
  http://www.icann.org/udrp
• explanations:
  http://www.icann.org/en/udrp/udrp.htm
• Policy:
  http://www.icann.org/en/dndr/udrp/policy.htm
• Rules:
  http://www.icann.org/dndr/udrp/uniform-rules.htm
• Dispute Resolution Service Providers:
  http://www.icann.org/en/dndr/udrp/approved-providers.htm

The URS rules are available at the following page:
http://newgtlds.icann.org/en/applicants/urs

The REDRP procedure is used to solve disputes related to eligibility :
http://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-REDRP.pdf

Section .AUTOS.12 Administrative and technical management

Management (modification of personal data, contacts and DNS, renewal ...) of these domain names is also done manually by Gandi to IP Mirror. Your changes and/or operations performed on Our site are not processed automatically nor are they immediately effective, Gandi transmits these on Your behalf to IP Mirror within two (2) business days.

12.1. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

• does not have a TransferProhibited status,
• does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
• was created at least 60 days prior to the request,
• has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail).

Upon successfully transferring a domain, the registration period is extended by one year.

12.2. Ownership change

The ownership change process is not available on Our Interface. Please contact Our Gandi Corporate team.

The owner change of a domain name does not change the domain's expiration date.

12.3. Deletion process

For any late renewal or restore of Your domain name, please contact Our Corporate team.

Article 13. Gandi Disclaimer

You acknowledge that We may not be held liable, notably, in the following cases:
- unavailability of the domain name upon the submission of the application for registration by Gandi to IP Mirror or upon the submission of the application by IP Mirror to the Registry,
- inability or refusal by the Registry or IP Mirror to grant a domain name for which You have placed an order on Our website or by other instructions,
- delays before the actual registration or transfer, and/or the application of changes requested directly on Our website or via Your instructions,
- refusal by the the Registry or IP Mirror of any requested operation or if the change is no longer technically possible when Gandi requests it on Your behalf to IP Mirror or when IP Mirror requests it to the Registry,
- failure of an operation for reasons beyond Gandi's control and despite Our diligence,
- for DNS changes, delays before change is applied and service interruption after the modification is submitted, given that these changes are processed manually.

Section .AUTOS.14. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.
To the maximum extent permitted by appicable law, You commit Yourself to defend, indemnify and hold harmless the Registry and any entity designated by Registry to perform registry operations for the .AUTOS, including any persons or entites assisting the Registry with domain name registration eligibility determinations, their subsidiaries and affiliates and the directors, officers, employees, representatives and agents of each of them from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .AUTOS.15. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry and GANDI shall be entitled, that they deem necessary, in their sole and entire discretion, but not obligated, to reject, delete, suspend, Your domain name if :

- You fail to follow the Registration Policy or Acceptable Use Policy
- You have lost the nexus with the Relevant Sector as required herein
- You willfully provide inaccurate or unreliable contact information, or intentionally or negligently fail to promptly update such information
- You fail to respond for over ten (10) days to inquiries by GANDI or reseller sponsoring the registration and/or by the Retgistry concerning the accuracy of contact information associated with Your domain name
- You or third parties appear to be engaging in illegal activity in the use of Your domain name
- Your domain name appears to be infringing upon or is likely to violate the rights of third parties
- You engage in a conduct that may put the Registry or GANDI in breach of any applicable Law, ICANN policy, governing authority, public policy or third party agreement;
- Law enforcement, a court, or other relevant authority requests that the Registry does so;
- Your domain name was errantly allocated to You after a mistake by the Registry, GANDI, or any agent or representative thereof; and/or
- In the Registry's discretion it determines that such denial, suspension or cancellation is appropriate (i) to protect the integrity, security, and stability of the Registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; or (iii) to avoid any liability, civil or criminal, on the Registry's part as well as its agents, officers, directors, representatives, employees, and stockholders.

You acknowledge that the Registry may "crawl" and/or perform scans of any website associated with Your .AUTOS domain name for the purpose of seeking to detect the distribution of malware, the operation of botnets, phishing sites, piracy, fraudulent or deceptive practices, or any other use of a .AUTOS domain name in any activity contrary to any Registries' policy or applicable law.

- end of annex .AUTOS -

Domain Name Registration Agreement

This is an agreement between "you" and the ICANN-accredited domain name registrar and, if applicable, domain name reseller and sub-reseller from you whom have purchased a domain name registration (collectively "Registrar," "we," "us," or "our"). This agreement explains the basis upon which all transactions, including domain registrations and related services ("Services"), between you and Registrar will take place and our responsibilities toward each other.

1. YOUR CONSENT:

a. By using the Services, you agree to all terms and conditions of this Agreement, any ancillary agreements incorporated by reference, any rules, policies, or agreements published in association with specific Services and/or which may be adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN").
b. This Agreement may change over time, either through amendments by us, changes to ICANN policy or applicable law, or otherwise. Before any material changes to this Agreement become binding on you (other than changes resulting from a change in ICANN policy or applicable law), we will notify you of such changes by sending email to you at your email address of record. If, as a result of such a change, you no longer agree with the terms of this Agreement, your exclusive remedies are to (i) transfer your domain name registration services to another registrar, or (ii) cancel your Services. Your continued use of the Services following notification of a change in this Agreement indicates your consent to the modified Agreement. Unless otherwise specified by us, any such change binds you (i) thirty (30) days after we notify you of the change, or (ii) immediately if such change is a result of a new or amended ICANN policy or applicable law.

2. ACCOUNT, CONTACT INFORMATION AND WHOIS INFORMATION:

a. You must create an account to use the Services ("Account"). You are solely responsible for maintaining, securing, updating, and keeping strictly confidential all login IDs and passwords, and for all access to and use of your Account.
b. You must provide current, complete and accurate information about you with respect to your Account information and with respect to the WHOIS information for your domain name registration(s). Within seven (7) days of any change to such information, you must update such information as needed to keep it current, complete and accurate. The type of information you are required to provide may change and you must provide such information and keep your Account information current.
c. You may provide information regarding the name-servers assigned to your domain name(s) and, if we are providing name-server services to you, the DNS settings for the domain name. If you do not provide complete name-server information, we may supply this information (and point your domain name to a website of our choosing) until such time as you elect to supply the name-server information.

3. OBLIGATIONS RELATING TO YOUR ACCOUNT:

a. If, in obtaining Services, you provide information about or on behalf of a third party, you 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 Agreement, and (b) obtained the third party's express written consent to the disclosure and use of that party's information as set forth in this Agreement.

b. You represent and warrant that the statements in your application are true and that no Services are being procured for any unlawful or abusive purpose, including but not limited to the infringement of any intellectual property right or other right; the distribution of malware; the abusive operation of botnets; phishing; fraudulent or deceptive practices; the unauthorized transfer to yourself or any other party of any domain name or Services; counterfeiting; or any other activity in violation of any laws, rules, or regulations ("Illegal Uses"). Providing inaccurate or unreliable information, failing to update information within seven (7) days of any change, engaging in any Illegal Uses, or failing to respond for over fifteen (15) days to inquiries by us concerning the accuracy of Account and WHOIS contact information will constitute an incurable material breach of this Agreement and be a basis for suspension and/or cancellation of the Services.

c. You are responsible for regularly monitoring email sent to the email address in your Account. You may lose your rights to the domain name(s) or to receive the Services if you do not respond appropriately and timely to emails from us.

4. ACCESSING YOUR ACCOUNT:

In order to change any of your Account or domain name WHOIS information, you must access your Account. It is your duty to safeguard your Account login identifier and password from any unauthorized use. Any person in possession of your Account login identifier and password will have the ability and your authorization to modify your Account and domain name information, initiate transfers of your domain name(s) to other registrars, initiate registrant changes to your domain names, update DNS changes to your domain name(s), and take other actions which may affect or terminate your rights and access to your domain name(s) and/or the Services.

5. SHARING OF WHOIS INFORMATION:

We will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, any ICANN-authorized escrow service, the registry administrator(s), the ICANN-accredited registrar sponsoring your domain name(s), and to other third parties as ICANN and our policies require or permit. You irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of such information. We may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection or for targeted marketing and other purposes as required or permitted by applicable laws and policies, including by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with us.

6. OUR SERVICES:

a. We provide domain name registrations for limited terms that end on the expiration date. For domain names that are created as a new registration out of the pool of available domain names, the term begins on the date the domain name registration is acknowledged by the applicable

registry. For domain name registrations that were not returned to the pool of available domain names, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry.

b. We are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator, including those arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration.

c. We are not responsible to determine whether the domain name(s) you select, or the use you or others make of the domain name(s), or other use of the Services, infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use or allow others to use infringe legal rights of others.

d. We might be ordered by a court or arbitrator to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your Account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you.

7. SERVICES PROVIDED AT WILL; TERMINATION OR SUSPENSION:

a. We may reject your domain name registration application or elect to discontinue providing Services to you for any reason within thirty (30) days of a Service initiation or a Service renewal. Outside of this period, we may terminate or suspend the Services at any time for cause, which, without limitation, includes (i) registration of prohibited domain name(s), (ii) abuse of the Services, (iii) payment irregularities, (iv) Illegal Uses of any domain name or Services, (v) failure to keep your Account or WHOIS information accurate and up to date, (vi) failure to respond to inquiries from us for over fifteen (15) calendar days, or (vii) if your use of the Services involves us in a violation or alleged violation of any third party's rights or acceptable use policies, including but not limited to the transmission of unsolicited email or the violation or alleged violation of any intellectual property right or other right. No fee refund will be made when there is a suspension or termination of Services for cause.

b. At any time and for any reason, we may terminate the Services thirty (30) days after we send notice of termination via mail or email, at our option, to the WHOIS contact information provided in association with your domain name registration.

c. If we terminate or suspend the Services provided to you under this Agreement, 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. If we have grounds to terminate or suspend Services with respect to one domain name or in relation to other Services provided through your Account, we may terminate or suspend all Services provided through your Account.

d. Your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure now in effect or which may come into effect at a later date, by any registrar or registry administrator procedures approved by an ICANN-adopted policy, to correct mistakes by us, another registrar or the registry administrator in administering the domain name or for the resolution of disputes concerning the domain name or as a result of any government decree, rule, law or regulation.

e. You agree that we may transfer sponsorship of any domain name registration(s) and/or Services to another ICANN accredited domain name registrar and you consent to any such sponsorship transfer.

8. FEES AND TAXES:

You agree to pay, prior to the effectiveness of the desired Services, the applicable Service fees communicated to you. In the event any of the fees for Services change, we will use reasonable efforts to give you thirty (30) days prior notice of such changes by reasonable means. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term, unless this Agreement specifically provides for a refund. At our option, we may require that you pay fees through a particular payment means (such as by credit card or by wire transfer) or that you change from one payment provider to another. Unless specified otherwise, the fees for the Services do not include taxes.

9. PAYMENT ISSUES:

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with your payment of fees for any Services, we may suspend access to any and all Accounts you have with us and all interests in and use of any domain name registration services. We may reinstate your rights to and control over these Services solely at our discretion, and subject to our receipt of the unpaid fees and our then-current reinstatement fee.

10. EXPIRATION AND RENEWAL:

a. It is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire.
b. Upon a domain reaching its expiration date without a renewal, the domain name registration is deemed terminated. Transfer to another registrar is not permitted following the expiration date. Upon expiration, we may provide a ten (10) day grace period for customers wishing to renew.
c. Immediately after the expiration of the term of domain name registration services and before deletion of the domain name in the applicable registry's database, we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and we may either leave your WHOIS information intact or we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name. We are not obliged to contact you to alert you that the domain name registration services are being discontinued.

11. TRANSFERS:

a. Transfer of your domain name(s) services shall be governed by ICANN's transfer policies, available at http://www.icann.org/transfers/. Without limitation, domain name services may not be transferred within sixty (60) days of initial registration, within sixty (60) days of a transfer, if there is a dispute regarding the identity of the domain name registrant, if you are bankrupt, or if you fail to pay fees when due. We will follow the procedures for both gaining and losing

registrars as outlined in ICANN's transfer policies. A transfer will not be processed if, during this time, the domain name registration services expire, in which event you may need to reinstate the transfer request following a redemption of the domain name, if any. You may be required to resubmit a transfer request if there is a communication failure or other problem at either our end or at the registry.

12.   AGENTS AND LICENSEES:

If you are registering a domain name for or on behalf of someone else, you represent that you have the authority to bind that person as a principal to all terms and conditions provided herein. If you license the use of a domain name you register to us or a to third party, you remain the domain name holder of record, and remain responsible for all obligations at law and under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration and for ensuring non-infringement of any third party intellectual property rights or other rights.

13.   LIMITATION OF LIABILITY:

WE WILL NOT BE LIABLE FOR ANY (a) SUSPENSION OR LOSS OF THE SERVICES, (b) USE OF THE SERVICES, (c) INTERRUPTION OF SERVICES OR INTERRUPTION OF YOUR BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR WEB SITE(S) OR SERVICES OR DELAYS OR ACCESS INTERRUPTIONS YOU EXPERIENCE IN RELATION TO A DOMAIN NAME REGISTERED WITH US; (e) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (f) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (g) THE PROCESSING OF AN APPLICATION FOR A DOMAIN NAME REGISTRATION; (h) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (i) APPLICATION OF ANY DISPUTE POLICY. WE 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 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 SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.   INDEMNITY:

You hereby release, indemnify, and hold us, ICANN, the registry operators, as well as the contractors, agents, employees, officers, directors, shareholders, and affiliates of such parties harmless from and against any and all liabilities, claims, damages, costs and expenses, including

reasonable attorneys' fees and court costs, for third party claims relating to or arising under this Agreement, including any breach of any of your representations, warranties, covenants or obligations set forth in this Agreement, the Services provided hereunder, or your use of the Services, including, without limitation, infringement or alleged infringement by you, or by anyone else using the Services, of any intellectual property or other right of any person or entity, or from the violation or alleged violation of any of our or ICANN's operating rules or policies relating to the Services provided. We may seek written assurances from you in which you promise to indemnify and hold us harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in our sole discretion, result in loss of your right to control the disposition of domain name Services. This indemnification is in addition to any indemnification (a) required under any other ICANN policy or any policy of any relevant registry; or (b) set forth elsewhere in this Agreement.

15.   REPRESENTATIONS AND WARRANTIES:

YOU REPRESENT AND WARRANT THAT NEITHER THE REGISTRATION OF A DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED NOR THE USE OF OTHER OF THE SERVICES INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY OR WILL OTHERWISE SUBJECT US TO A LEGAL CLAIM. THE SERVICES ARE INTENDED FOR USE BY PERSONS WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AND BY USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD AND ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR PROCUREMENT OF THE SERVICES IS ACCURATE. ALL SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR E-MAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OUR E-MAIL SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH OUR E-MAIL SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

16. DISPUTE RESOLUTION POLICIES:

You are bound by all ICANN consensus policies and all policies of any relevant registry, including but not limited to: (i) the Uniform Domain Name Dispute Resolution Policy ("UDRP"), which is available at http://www.icann.org/udrp/udrp-rules-24oct99.htm and http://www.icann.org/dndr/udrp/policy.htm along with the UDRP Rules and all Supplemental Rules of any UDRP provider; and (ii) the Uniform Rapid Suspension System ("URS"), which is available at http://newgtlds.icann.org/en/applicants/urs, along with the URS Rules and all Supplemental Rules of any URS provider. The UDRP and URS may be changed by ICANN (or ICANN's successor) at any time. If the registration of your domain name is challenged by a third party, you will be subject to the provisions specified in the UDRP and URS in effect at the time your domain name registration is disputed by the third party. In the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP and URS. If you or your domain name is the subject of litigation, we may deposit control of your domain name record into the registry of the judicial body by providing a party with a registrar certificate.

17. GOVERNING LAW AND JURISDICTION FOR DISPUTES:

a. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the Commonwealth of Virginia to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced exclusively in a court located in the Commonwealth of Virginia. Each Party to this Agreement expressly and irrevocably consents and submits to the exclusive jurisdiction and venue of each court of competent jurisdiction within the Commonwealth of Virginia in connection with any such legal proceeding.
b. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT OR ANY OF THE

TRANSACTIONS CONTEMPLATED HEREBY AND THAT SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

c. Notwithstanding the foregoing, for the adjudication of third party disputes (i.e., disputes between you and another party, not us) concerning or arising from use of domain names registered hereunder, you shall submit without objection, without prejudice to other potentially applicable jurisdictions, to the subject matter and personal jurisdiction of the courts (i) of the domicile of the registrant as it appears in the public WHOIS record for the domain name(s) in controversy, and (ii) where we are located in the Commonwealth of Virginia.

18. NOTICES:

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 Account and/or domain name WHOIS information you have provided.

19. ADDITIONAL REGISTRY REQUIREMENTS:

a. If registering a .homes domain name, you agree that you have read each of the following agreements (available at http://domains.homes/policies) and You agree to be bound by the agreements.

Acceptable Use Anti-Abuse Policy
Domain Name Selection Guide
Registration Policy
Registration Eligibility Dispute Resolution Policy
Registrant Data Policy
Reserved Names Dispute Resolution Policy
Sunrise Dispute Resolution Policy
Sunrise Policy
Whois Policy

b. If registering a .boats domain name, you agree that you have read each of the following agreements (available at http://domains.boats/policies) and you agree to be bound by the agreements.

Acceptable Use Anti-Abuse Policy
Registration Eligibility Dispute Resolution Policy
Registrant Data Policy
Reserved Names Dispute Resolution Policy
Sunrise Dispute Resolution Policy
Sunrise Policy
Whois Policy
Registration Policy

c. If registering a .yachts domain name, you agree that you have read each of the following agreements (available at http://domains.yachts/policies) and you agree to be bound by the agreements.

Acceptable Use Anti-Abuse Policy
Registration Eligibility Dispute Resolution Policy
Registrant Data Policy
Reserved Names Dispute Resolution Policy
Sunrise Dispute Resolution Policy
Sunrise Policy
Whois Policy
Registration Policy

d. If registering a .autos domain name, you agree that you have read each of the following agreements (available at http://domains.autos/policies) and you agree to be bound by the agreements.

Acceptable Use Anti-Abuse Policy
Registration Eligibility Dispute Resolution Policy
Registrant Data Policy
Reserved Names Dispute Resolution Policy
Sunrise Dispute Resolution Policy
Sunrise Policy
Whois Policy
Registration Policy