

# Domain Name Registration Agreement

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This Domain Name Registration Agreement ("Agreement") sets forth the terms and conditions under which DomainPeople, Inc. ("DomainPeople") provides its services as a Registrar. The terms "you" and "your" refer to both the Registrant and the Applicant (as defined below). Provision of DomainPeople's services is subject at all times to this Agreement. The attached Exhibits and Schedules are included as integral parts of this Agreement, as applicable. Registrant acknowledges and agrees to be bound by ICANN's Registrant Benefits & Responsibilities, available at <https://www.icann.org/resources/pages/benefits-2013-09-16-en> (or such successor URL as ICANN may designate), which is incorporated herein by reference and made part of this Agreement.

## 1. DEFINITIONS

- (a) "Affiliate" means any legal entity that owns, is owned by, or is under common ownership with a Party with ownership greater than 25% of the shares, interests or assets of such legal entity or Party, as applicable.
- (b) "Applicant" means the person who submits a Registration Order on behalf of the Registrant.
- (c) "DNR Services" mean the domain name registrations and related services that DomainPeople provides to you under this Agreement.
- (d) "Domain" means a string of alphabetical and/or alphanumeric characters followed by a suffix indicating the applicable domain name extension, which is used as an Internet address to identify a computer on the Internet.
- (e) "DP Intellectual Property" means all rights, title, interest and benefit of DomainPeople in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all copyrights, patents, trademarks, certification marks and industrial designs, applications for any of the foregoing, trade names, brand names, business names, trade secrets, proprietary manufacturing information and know-how, instruction manuals, inventions, inventor's notes, research data, blue prints, drawings and designs, formulae, calculations, processes, prototypes, source codes, digital files, URLs, technology, together with all rights under license agreements, sublicense agreements, strategic alliances, development agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, that are owned by DomainPeople or relating to the DNR Services.
- (f) "ICANN" means the Internet Corporation for Assigned Names and Numbers.
- (g) "Registrant" means the person (corporate entity or individual) that is recorded in the Whois as the owner of the particular Domain.
- (h) "Registrar" means an ICANN-accredited Domain registrar.
- (i) "Registration" means the registration or pre-registration of your Domain with the applicable Registry.
- (j) "Registration Data Directory Services" or "RDDS" means the directory service or database used for accessing information related to a particular Domain as required by ICANN to be compiled upon registration of a Domain. RDDS includes both the legacy WHOIS protocol and the Registration Data Access Protocol (RDAP), which is ICANN's successor protocol to WHOIS. References in this Agreement to "Whois," "WHOIS," "RDDS," or "RDAP" shall be deemed to refer to Registration Data Directory Services as defined herein
- (k) "Registration Order" means the online order form for submitting a particular Domain for registration with DomainPeople as the Registrar of record.
- (l) "Registry" means an entity accredited by ICANN to supervise specific generic top-level Domains ("gTLDs") and to operate the domain name system for such gTLDs and/or, in cases of country code top-level Domains (ccTLDs), to act as an administrator of ccTLDs for a particular country and operate

the domain name system for such country's specific Domain extension(s).

- (m) "Renewal" means the renewed Registration for another fixed term.
- (n) "Specifications and/or Policies" means any requirements, specifications, policies, procedures, or programs implemented by ICANN as authorized by ICANN's Bylaws.
- (o) "URL" means Uniform Resource Locator, which is the protocol for specifying addresses on the Internet.

## **2. THIS AGREEMENT**

- 2.1 **Agreement.** By submitting a Registration Order, you are acknowledging that you have read, understood, and agreed to all the terms and conditions of this Agreement, including any other agreement or policy that may be published by DomainPeople from time to time (whether referenced in this Agreement or not).
- 2.2 **TLD-Specific Terms.** Additional terms and conditions apply to specific top-level domains as established by the applicable registries. These TLD-specific requirements are incorporated by reference and available at <https://www.domainpeople.com/legal/schedules.pdf>. Your registration of any domain is subject to the policies of the applicable registry, which may be modified from time to time
- 2.3 **Amendments.** You agree that the industry and practice of registering and administering Domains, and providing related services, is constantly evolving and, as a result, DomainPeople may need to amend this Agreement and/or other applicable agreements and policies to (i) protect DomainPeople against legal risks, and (ii) comply with ICANN rules, regulations, and policies\*\*, including the 2013 Registrar Accreditation Agreement as amended (including the 2024 Global Amendment), ICANN consensus policies, and any future amendments thereto\*\*. The operative and effective version of this Agreement shall be the latest version available at <http://www.domainpeople.com/legal/registration-agreement.pdf> (or such other URL as DomainPeople may designate at its sole discretion). It is your responsibility to frequently visit DomainPeople's Web site for updates to this Agreement. DomainPeople will provide reasonable advance notice of material changes to this Agreement, as required by ICANN policy. Your continued use of the DNR Services after such notice constitutes your acceptance of those changes.
- 2.4 **Priority of Agreements.** Subject to the express written agreement signed by an authorized signatory of DomainPeople, the terms of this Agreement supersedes the terms of any other agreement (whether written, verbal or otherwise) between you and DomainPeople as they relate to the DNR Services.
- 2.5 **Binding Agreement.** This Agreement becomes binding on you from the time the Registration Order is submitted to DomainPeople. This Agreement becomes binding on DomainPeople from the time DomainPeople registers the Domain and sends you confirmation of such registration. DomainPeople reserves the right to accept or reject your Registration Order at its sole discretion.

## **3. DOMAIN REGISTRATION**

- 3.1 **Effective Registration.** You agree that Domain registrations are not effective until DomainPeople delivers your Registration Order information to the applicable Registry and such Registry puts your Registration into effect. You further agree that Registrations shall be for fixed periods only. You agree that your request for a particular Domain does not guarantee that the Domain shall be successfully registered. DomainPeople is not responsible for any Domain not registered.
- 3.2 **Registry or ICANN Actions.** You agree that DomainPeople is not liable or responsible in any way for errors, omissions, or actions by the Registry arising out of or relating to your Registration Order and receipt of, or failure to receive, the registration of your selected Domain(s). You further agree that your Registration shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by DomainPeople or the Registry in registering the Domain or (2) for the resolution of disputes concerning the Domain.

3.3 Ownership of Domain. YOU AGREE THAT THE REGISTRANT SHALL HAVE SOLE LEGAL OWNERSHIP OF THE DOMAIN. IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF DOMAINPEOPLE, TO ENSURE THAT THE CORRECT REGISTRANT INFORMATION IS RECORDED. YOU ACKNOWLEDGE THAT IN THE EVENT OF A DISCREPANCY BETWEEN THE REGISTRANT NAME AND THE REGISTRANT ORGANIZATION, THE REGISTRANT ORGANIZATION LISTED IN THE WHOIS SHALL BE THE LEGAL OWNER. YOU AGREE THAT YOUR FAILURE TO RECORD VALID OR CORRECT REGISTRANT INFORMATION MAY RESULT IN YOUR INABILITY TO RENEW, TRANSFER OR TAKE ANY OTHER ACTION RELATING TO YOUR DOMAIN, WHICH MAY FURTHER RESULT IN THE SUSPENSION OR TERMINATION OF YOUR REGISTRATION.

3.4 Compliance with Applicable Laws. In addition to your obligations under this Agreement, you understand and agree that you are solely responsible for ensuring that your Domain (including the Registration and use of) will at all times abide by all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming (if applicable), and disclosure of data and financial regulations. If you are collecting and maintaining sensitive health and financial data, you warrant that you will comply with applicable laws on the provision of such services and including security measures applicable to that industry.

3.5 Change of Registrant. In the event that you make any change to the Registrant name, Registrant organization, Registrant email address or Administrative Contact email address during the Registration term, whether to update your own information or to transfer ownership of your Domain to a new owner ("Transferee"), this constitutes a "Change of Registrant" as defined in ICANN's Transfer Policy (available at <https://www.icann.org/en/contracted-parties/accredited-registrars/resources/domain-name-transfers/policy>). To complete your Change of Registrant, DomainPeople must obtain express approval from both you and the Transferee. You hereby explicitly authorize DomainPeople to act as your designated agent for purposes of confirming your approval of each Change of Registrant that is initiated by you. DomainPeople will provide the required Form of Authorization (FOA) to both parties as required by the Transfer Policy. The Change of Registrant is further subject to the Transferee agreeing to the terms of this Agreement, and DomainPeople reserves the right to suspend or deny the Change of Registrant if the Transferee does not approve the Change of Registrant or confirm its acceptance of this Agreement within thirty (30) days of DomainPeople's notice. You acknowledge that any Change of Registrant may trigger a 60-day transfer lock preventing transfer to another registrar, unless you or the Transferee opts out of such lock as permitted by ICANN policy at the time the Change of Registrant is processed.

Any Change of Registrant or other transfer of ownership of the Domain that does not comply with the terms of this clause and the Transfer Policy shall be invalid and DomainPeople shall, at its sole discretion, have the right to reverse the Change of Registrant and/or suspend or terminate your Registration without refunding any fee you have already paid. You agree to follow DomainPeople's then current procedures for Change of Registrant, which may entail submission and notarization of certain forms, documents, and your photo identification (as requested by DomainPeople).

3.6 Username & Password. IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF DOMAINPEOPLE, TO KEEP, GUARD, AND REMEMBER YOUR USERNAME AND PASSWORD ASSOCIATED WITH YOUR DOMAIN. YOU AGREE THAT THE PERSON RECORDED AS THE ADMINISTRATIVE CONTACT FOR YOUR DOMAIN SHALL HAVE FULL ACCESS TO YOUR USERNAME AND PASSWORD AND, AS A RESULT, SHALL HAVE THE ABILITY TO CONTROL YOUR DOMAIN, INCLUDING THE ABILITY TO EXECUTE REGISTRANT TRANSFERS, CHANGE OF REGISTRANT, AND WHOIS CHANGES. IF YOU LOSE OR FORGET YOUR USERNAME AND PASSWORD, DOMAINPEOPLE'S ONLY OBLIGATION SHALL BE TO PROVIDE A NEW USERNAME AND PASSWORD TO THE ADMINISTRATIVE CONTACT RECORDED IN THE WHOIS AT THE TIME. YOU FURTHER AGREE TO FOLLOW DOMAINPEOPLE'S THEN CURRENT PROCEDURES FOR CHANGING THE ADMINISTRATIVE CONTACT OF RECORD, WHICH MAY ENTAIL SUBMISSION AND NOTARIZATION OF CERTAIN FORMS, DOCUMENTS, AND YOUR PHOTO IDENTIFICATION (AS REQUESTED BY DOMAINPEOPLE).

3.7 Domain Disputes. You agree that if your Registration is challenged by a third party, you shall be subject to the provisions specified in the applicable Domain dispute policy, including the policies attached in the Exhibits to this Agreement. If DomainPeople is notified that a complaint or legal action has been filed with a judicial or administrative body regarding your Domain and/or your use of the DNR Services, you agree not to make any changes to your Domain record without DomainPeople's prior written approval. You further agree that DomainPeople may, at its sole discretion, place a hold

on your Domain, otherwise prevent you from making any changes to the Registration, or transfer control over your Domain to the applicable Registry until (i) DomainPeople is directed to do so by the judicial or administrative body, or (ii) the dispute has been settled between you and the disputing party and DomainPeople received satisfactory documentation evidencing the settlement. You acknowledge that DomainPeople may place a registrar lock (also known as "transfer lock" or "clientTransferProhibited" status) on your Domain at any time in DomainPeople's sole discretion, including but not limited to for security purposes, during dispute resolution, to prevent unauthorized transfers, or when required or permitted by ICANN policy or applicable law. You agree that any request to remove a registrar lock must be verified through DomainPeople's then-current authentication and verification procedures, and DomainPeople reserves the right to deny any such request if DomainPeople determines, in its sole discretion, that removal of the lock may pose a security risk or is otherwise inadvisable.

3.8 **Renewals.** DOMAIN NAMES CAN BE RENEWED AT ANY TIME DURING ITS REGISTRATION TERM. DOMAINPEOPLE WILL SEND RENEWAL NOTICES TO THE ADMINISTRATIVE AND BILLING CONTACTS OF YOUR DOMAIN AS REQUIRED BY ICANN POLICY, WHICH NOTICES SHALL BE SENT IN ACCORDANCE WITH THE TIMING REQUIREMENTS SET FORTH IN ICANN'S REGISTRAR ACCREDITATION AGREEMENT. DOMAINPEOPLE MAY SEND ONE OR MORE SUCH RENEWAL NOTICES AS A COURTESY TO YOU; HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY AND ULTIMATELY RESPONSIBLE FOR ENSURING TIMELY AND VALID RENEWALS, AND DOMAINPEOPLE'S SENDING OR FAILURE TO SEND ANY RENEWAL NOTICE DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO TIMELY RENEW YOUR REGISTRATION OR ALTER YOUR RESPONSIBILITY FOR RENEWAL. DOMAINPEOPLE IS NOT LIABLE IN ANY WAY FOR YOUR FAILURE TO RENEW OR FOR ANY CONSEQUENCES RESULTING FROM EXPIRATION OF YOUR REGISTRATION, REGARDLESS OF WHETHER DOMAINPEOPLE SENT RENEWAL NOTICES. IF YOU FAIL TO EXECUTE A RENEWAL BEFORE THE REGISTRATION EXPIRES, YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU SHALL BE FORFEITING YOUR RIGHTS AND OWNERSHIP IN THE DOMAIN, THUS DISABLING ANY WEBSITE YOU MAY HAVE RESOLVING TO SUCH DOMAIN. DOMAINPEOPLE MAY SET YOUR DOMAIN TO RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE DOMAIN'S REGISTRATION TERM. IF THIS OPTION IS SELECTED, YOU EXPRESSLY AUTHORIZE DOMAINPEOPLE TO RENEW YOUR DOMAIN IN YOUR NAME FOR SUCCESSIVE ONE-YEAR TERMS AND TO CHARGE YOUR ACCOUNT ACCORDINGLY UNTIL YOU ELECT TO TERMINATE YOUR REGISTRATION PURSUANT TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WANT YOUR DOMAIN TO RENEW AUTOMATICALLY, IT IS YOUR SOLE RESPONSIBILITY, AND NOT DOMAINPEOPLE'S, TO LOG INTO YOUR CUSTOMER INTERFACE AND DE-SELECT THE "AUTORENEW" FUNCTION. YOU MAY DE-SELECT THE AUTO-RENEW FUNCTION AT ANY TIME DURING A REGISTRATION TERM. UPON EXPIRATION OF A REGISTRATION, DOMAINPEOPLE SHALL HAVE THE RIGHT TO DELETE THE DOMAIN, TAKE OVER CONTROL AND/OR OWNERSHIP OF THE DOMAIN, OR OTHERWISE MAKE THE DOMAIN AVAILABLE TO THE PUBLIC AND YOU SHALL NOT MAKE ANY COMPLAINT, CLAIM OR CHALLENGE AGAINST DOMAINPEOPLE THERETO.

3.9 **Registrar Transfers.** Before you may transfer Registrars (to or from DomainPeople), you shall pay DomainPeople the then current fees for such transaction. Only the Registrant, or an authorized agent of the Registrant, shall be allowed to initiate a request to transfer Registrars. DomainPeople may, at its sole discretion, require you to provide documentation satisfactory to DomainPeople that proves your identity as the Registrant or that the Registrant initiated and/or authorized the transfer request. Any inability to provide a proper username and password or other evidence satisfactory to DomainPeople may result in the loss of your Domain. Upon successful completion of a Registrar transfer to DomainPeople from another Registrar, DomainPeople shall immediately become the Registrar of record and, as such, you shall be bound by this Agreement. To complete a Registrar transfer to DomainPeople, you must extend your existing Registration term for 1 year from the date your existing Registration is set to expire, provided that the total unexpired term of the Registration does not exceed 10 years.

3.10 **Refusal of Registrar Transfer.** DomainPeople reserves the right to deny a Registrar transfer request (i) during the first 60 days after the initial Registration with the original Registrar or after a successful transfer to a Registrar pursuant to ICANN's transfer policy; (ii) in accordance with the circumstances described in this Agreement under the applicable Domain dispute policy; (iii) if there is a pending bankruptcy or insolvency of the Registrant; (iv) if there is a dispute over the identity of the Registrant; (v) by operation of law; or (vi) at the discretion of the then current Registrar. It is the sole responsibility of the Registrant, and not of DomainPeople, to ensure that the Registrar transfer request shall not be denied for any of the above reasons prior to initiating the Registrar transfer. Registrar transfer fees are not refundable.

3.11 **Administration by DomainPeople.** You hereby expressly agree that DomainPeople may temporarily change the Whois information to name DomainPeople as the administrative contact for the limited purpose of administrating your Domain. Upon completion of the procedure at hand, DomainPeople shall promptly change the administrative contact back to the administrative contact of record immediately preceding the change made by DomainPeople. Ownership of the Domain shall at all times remain with the Registrant.

3.12 **Agency.** If you are registering a Domain for someone else, you represent, warrant, and agree that you have the authority to bind that person as a principal to all the terms and conditions of this Agreement and that you shall be jointly and severally liable under this Agreement.

3.13 **License to Third Parties.** If you license the use of your Domain to a third party ("Licensee"), you represent, warrant, and agree that you nonetheless remain the Registrant and responsible for all obligations under this Agreement, including payment of fees and providing (and updating, as necessary) your full, current, accurate, and complete contact information and administrative, technical, and billing contact information. License of your Domain to Licensees is at your sole risk and you shall abide by the indemnification provisions in this Agreement for the benefit of DomainPeople and the other parties stated therein.

3.14 **Parking Pages.** DomainPeople reserves the right to redirect at any time any non-resolving Domain to a generic parking page of DomainPeople's choosing. For the purposes of this section, "non-resolving" means a Domain that is registered to you (or by you) and at any given point in time: (i) points at the default nameservers belonging to DomainPeople or an Affiliate of DomainPeople's, (ii) does not have the domain forwarding feature activated, and (iii) does not resolve to a published hosting account or other Web page. You agree that DomainPeople may display advertisements on its parking page(s) and you understand that the advertising on the parking page(s) may be for or include but are not limited to DomainPeople's Web site, DomainPeople's products and services, third party Web sites, third party products and services, and/or commercial search engines. DomainPeople reserves the right to change the content and/or appearance of, or disable in part or entirely, such advertising at any time, at DomainPeople's sole discretion, and without prior notice to you. You agree that all revenue (if any) generated through such parking page(s) shall belong solely to DomainPeople unless otherwise agreed upon between the parties in writing. If you wish to stop your Domain from resolving to a parking page provided by DomainPeople, it is your responsibility to log into your customer interface and change the nameservers for your Domain so that it no longer points at DomainPeople's nameservers.

3.15 **Prohibited Activities.** Registrants are prohibited from using their Domain in 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. DomainPeople reserves the right at its sole discretion to suspend and/or delete your Domain at any time upon receipt of notification of any such prohibited activity.

3.16 **Security and Authentication.** DomainPeople maintains security measures consistent with ICANN's Registrar Accreditation Agreement and applicable policies. DomainPeople may implement or modify authentication procedures, security protocols, and verification requirements at any time. You agree to comply with all security measures that DomainPeople implements, including multi-factor authentication and identity verification for sensitive operations such as domain transfers and administrative contact changes. Your failure to comply with security requirements may result in suspension or termination of your Registration. You are solely responsible for maintaining the security of your account credentials and must immediately notify DomainPeople of any suspected unauthorized access.

3.17 **Abuse Reporting and Compliance.** DNS Abuse Reporting and Compliance. DomainPeople maintains an abuse reporting mechanism and procedures as required by ICANN's Registrar Accreditation Agreement and applicable ICANN policies, including the 2024 Global Amendment to the RAA regarding DNS Abuse mitigation. For purposes of this Agreement, "DNS Abuse" means malware, botnets, phishing, pharming, and spam (when spam serves as a delivery mechanism for the other forms of DNS Abuse). DomainPeople will provide confirmation upon receipt of abuse reports submitted through

its designated abuse contact and may investigate, respond to, or take action regarding any abuse complaint, report, or allegation concerning any Domain or the use thereof, including where DomainPeople has actionable evidence that a Domain is being used for DNS Abuse. Without limiting the foregoing, DomainPeople reserves the right to promptly take any action it deems appropriate and reasonably necessary to stop or otherwise disrupt DNS Abuse, including but not limited to: (i) suspending, terminating, or deleting your Registration; (ii) placing your Domain on hold or lock status; (iii) redirecting DNS resolution for your Domain; (iv) disclosing your Registrant Information to complainants, law enforcement, or other third parties; (v) implementing content filtering or access restrictions; or (vi) taking any other technical or administrative action. You acknowledge and agree that DomainPeople has no obligation to provide you with advance notice of any such action, no obligation to provide you with an opportunity to cure or respond prior to taking action, and no obligation to reverse or modify any action taken. You are responsible for ensuring that your Domain and all content, services, and activities associated with your Domain comply with all applicable laws, regulations, policies, and terms of service, including but not limited to those relating to spam, malware, phishing, intellectual property infringement, illegal content, and any other abusive or harmful conduct.

#### **4. REGISTRATION INFORMATION**

4.1 Required Information. As part of your Registration process, you must provide all of the following information (collectively "Registrant Information") as required by ICANN:

- (i) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the Registrant;
- (ii) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the administrative, technical, and billing contacts for the Domain;
- (iii) The Internet Protocol (IP) addresses of the primary name server and any secondary name server for the Domain;
- (iv) The corresponding names of the name server(s);
- (v) Any other information that the applicable Registry or ICANN may require to be submitted.

4.2 Representation & Mandate. The Registrant Information you provide for your Registration shall be true, complete, and correct at all times. In the event of any change to your Registrant Information during the term of your Registration, you shall update your Registrant Information in the Registration Data Directory Services ("RDDS") within seven (7) days of such change. You further agree to respond to any registrar inquiry regarding the accuracy of your Registration Data within 15 days, as required by ICANN policy.

4.3 Failure to Comply. Failure to provide accurate Registration Data, to update such data within seven (7) days of any change, or to respond to registrar inquiries regarding data accuracy within fifteen (15) days, constitutes a material breach of this Agreement and may result in suspension or termination of your Registration, as required by ICANN policy.

4.4 Additional Information. In addition to the information you are required to provide, you agree that DomainPeople may record other information related to your Registration, which may include any or all of the following:

- (i) The original creation date of the Registration;
- (ii) The submission date and time of the Registration Order (from you to DomainPeople and from DomainPeople to the applicable Registry);
- (iii) Communications related to the DNR Services;
- (iv) Records of account for your Registration, including dates and amounts of all payments and related transactions;
- (v) The expiration date of the Registration;
- (vi) Any other information relating to your Registration or other DNR Services.

4.5 Third Party Information. If you provide information about a third party, you hereby represent that you shall have (i) provided prior written notice to the third party of the disclosure and use of that

party's information, (ii) provided the third party with the same data processing notices that DomainPeople provides under this Agreement, and (iii) obtained the third party's express prior written consent to the disclosure and use of that party's information.

4.6 **Disclosure & Use.** You agree to DomainPeople making your Registrant Information (including any update thereto) available to ICANN and the applicable Registry, and their respective designees and agents, and to any other third party as ICANN and applicable laws may require or permit, whether during or after the term of your Registration. You understand and acknowledge that DomainPeople is obligated by ICANN to escrow your Registrant Information with an ICANN accredited data escrow agent, and you agree to such use and disclosure. You further agree to DomainPeople making public, or making directly available to third party vendors, some or all of your Registrant Information for purposes of inspection (such as through DomainPeople's WHOIS service and Registration Data Access Protocol (RDAP)) or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws, including ICANN's Registration Data Policy (available at <https://www.icann.org/en/contracted-parties/consensus-policies/registration-data-policy>). You hereby consent to DomainPeople disclosing your Registrant Information as required to be disclosed by any (a) law of the United States of America, or (b) court order of any jurisdiction in the United States of America or other jurisdiction in which either DomainPeople or you operate their businesses. DomainPeople agrees not to process your Registrant Information in a way incompatible with the purposes and limitations set forth herein, and shall process such information in accordance with ICANN's Registration Data Policy and applicable data protection laws while retaining the right to collect and process data necessary for DomainPeople's operational, business, and legal requirements. DomainPeople shall comply with applicable privacy laws, including where applicable the General Data Protection Regulation (GDPR) and other data protection laws, in its collection, maintenance, and use of your personal information, and DomainPeople agrees to take reasonable precautions to protect your personal information from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

4.7 **ICANN Requirements.** You agree that ICANN may establish guidelines, limits, requirements, Specifications or Policies that relate to the amount and type of information that DomainPeople may or must make available to the public or to private entities, and the manner in which such information is made available. You also agree and consent to any and all such disclosures, uses, guidelines, limits, and restrictions relating to your Registrant Information (including, any and all updates to such information), whether during or after the term of your Registration. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your Registrant Information by DomainPeople.

4.8 **Access.** You may access your Registrant Information, which is in DomainPeople's possession, to review, modify, or update such information. You can access your Registrant Information by accessing DomainPeople's online account management forms, or similar service, made available at DomainPeople's Web site (<http://www.domainpeople.com>). You agree that DomainPeople may require documentation satisfactory to DomainPeople evidencing your identity for the purpose of retrieving your information (including driver's license, passport or other government issued photo identification). You agree to provide such documentation as necessary and you further agree that your inability to provide proper identification (such as your username and password) may result in your loss of the Domain.

## **5. FEES & PAYMENT**

5.1 **Retail Fees.** If you are ordering new services or renewing an existing service or Registration directly through the DomainPeople.com retail service, you will be charged the then-current fees per domain name product as listed on our website at <https://domainpeople.com/pricing/> (or such other URL as determined by DomainPeople in its sole discretion). Unless otherwise expressly stated by DomainPeople in writing, all fees are in USD. DomainPeople will provide notice of any fee changes as required by ICANN policy, provided that your continued use of DNR Services after any such notice period shall constitute acceptance of the new fees. All fees are exclusive of any taxes, and you agree to pay all applicable taxes in addition to the stated fees.

5.2 **Tax.** The fees listed on our website do not include sales or any other taxes which may be applicable. If any federal, state, provincial or other goods and services tax (excluding any tax levied on property or income) ("Tax") is applicable to your Registration of your Domain or any other

DNR Services and is required by law to be collected from you by DomainPeople, then: (a) DomainPeople will charge you for such Tax in addition to the fees, (b) you consent to such Tax being charged to you, and (c) DomainPeople will remit such collected Tax to the applicable tax authority. If a Tax exemption is available and you comply with the exemption procedures thereto, including submitting to DomainPeople all documentation evidencing the exemption, then DomainPeople will not charge or collect such Tax during the effective period of such exemption. If any applicable tax authority requires withholding taxes be paid on money amounts payable by you to DomainPeople pursuant to this Agreement ("Withholding Tax"), then you will (i) be entitled to deduct such Withholding Tax from the money amounts payable to DomainPeople hereunder, (ii) remit such amounts to the appropriate tax authority, and (iii) provide to DomainPeople, on a quarterly (every 3 calendar months) basis, the statements of the Withholding Taxes paid.

- 5.3 **Payment Obligation.** You are responsible for paying all fees (including Tax) associated with the DNR Services that DomainPeople charges you. DomainPeople reserves the right to refuse Registration of the Domain(s) submitted in your Registration Order if you have not provided actual payment for the Registration. Payments are always to be in advance and not in arrears.
- 5.4 **Fee Amendments.** DomainPeople reserves the right to amend the fees for any or all of the DNR Services at any time and at its sole discretion. Any fee changes made hereunder shall become effective upon your next renewal date (or new Registration) and will not be retroactively applied to your current Registration(s).
- 5.5 **Non-Refundable.** You agree that all fees for DNR Services are non-refundable, in whole or in part, even if your Registration is suspended, terminated, or transferred to a different Registrar prior to the end of your Registration term.
- 5.6 **Charge Backs.** If a credit card company executes a charge back on your credit card payment for any of the DNR Services (or similar action by another payment provider approved by DomainPeople), you agree that DomainPeople shall have the right to refuse registration of the Domain, take over control and/or ownership of the Domain, or otherwise make the Domain available to the public, and you shall not make any complaint, claim or challenge against DomainPeople thereto.. You also agree that DomainPeople reserves all rights regarding such Domains including, without limitation, the right to make the Domains available to other parties for purchase. DomainPeople may reinstate your Registration at DomainPeople's sole discretion and, subject to DomainPeople's receipt of the initial Registration or renewal fee and DomainPeople's then current reinstatement fee.
- 5.7 **Renewal Fees.** THE CURRENT RENEWAL FEES FOR ALL DOMAIN EXTENSIONS ARE AVAILABLE ONLINE AT [HTTPS://DOMAINPEOPLE.COM/PRICING/](https://domainpeople.com/pricing/). YOU AGREE THAT FAILURE TO PAY FOR A RENEWAL OF YOUR DOMAIN SHALL RESULT IN THE EXPIRATION OF YOUR REGISTRATION, THUS DISABLING ANY WEBSITE YOU MAY HAVE RESOLVING TO SUCH DOMAIN, AND THE FORFEITURE OF YOUR RIGHTS AND OWNERSHIP IN THE DOMAIN.
- 5.8 **Outstanding Fees.** You are responsible for the full and prompt payment of all outstanding fees and/or charges, notwithstanding the termination or expiration of this Agreement or your Registration for any reason.
- 5.9 **Withholding Domains.** You agree that your Web host may place a hold on your Domain, thus preventing you from transferring the Domain away from the Web host and/or DomainPeople, if you have outstanding unpaid fees related to your Web host's services. DomainPeople shall have no obligation whatsoever to attempt to override such hold on your Domain.
- 5.10 **Other Services.** You understand and acknowledge that any other added services related to your Domain that you subscribe for (including Web hosting services) are completely separate, and thus billed separately, from the DNR Services and that subscription, payment or cancellation of one does not constitute subscription, payment or cancellation of any other.
- 5.11 **Audit Cooperation.** If DomainPeople is audited by a tax authority or other governmental entity with legal authority over the matter, you agree to reasonably cooperate with DomainPeople in order to respond to any audit inquiries in a proper and timely manner so that the audit, and any resulting controversy, may be resolved expeditiously.

## **6. EXPIRATION OF REGISTRATION**

6.1 **Name Servers & IP Addresses.** After expiration of the Registration term, you agree that DomainPeople may direct the Domain to name servers and IP address(es) designated by DomainPeople, including no IP address or to IP address(es) that host parking pages or commercial search engines that may display advertisements. You further agree that DomainPeople may either leave your Whois information as is or change the Whois information for the Domain so that you are no longer the Registrant of record.

6.2 **Grace Periods.** After expiration of your Registration, you acknowledge that ICANN's Expired Registration Recovery Policy (ERRP) and related policies, including the Auto-Renew Grace Period (ARGP), Add Grace Period (AGP), Redemption Grace Period (RGP), and Pending Delete status periods, may provide certain procedures or grace periods during which expired Registrations may potentially be renewed or recovered. The ERRP is available at <https://www.icann.org/resources/pages/errp-2013-02-28-en>. DomainPeople and/or the relevant Registry may each separately elect to provide such procedures or grace periods in their sole and absolute discretion, and DomainPeople has no obligation to participate in, offer, or facilitate any post-expiration recovery mechanism, including but not limited to any RGP redemption process. You agree that you assume all risks and all consequences, including but not limited to the loss of the Domain, if you wait until close to or after the end of a Registration term to attempt to renew the Registration. You further agree that DomainPeople may, at its sole discretion, choose not to participate in any post-expiration Renewal or redemption process. You acknowledge that if DomainPeople elects to offer any post-expiration Renewals or redemption processes, such processes shall involve substantial additional fees beyond the standard renewal fee, which fees shall be determined by DomainPeople in its sole discretion and may include Registry redemption fees, DomainPeople administrative fees, and other applicable charges. Notwithstanding anything to the contrary, you agree that expired Domains may be made available to be registered or renewed to any party, and DomainPeople shall have no liability to you for any such action.

6.3 **Post-Expiration Rights.** After expiration of your Registration, you agree that DomainPeople may (i) delete the Domain, (ii) pay the Registry's Registration fee or otherwise continue the Registration, (iii) list DomainPeople or a third party as the Registrant, (iv) direct the Domain to the name server(s) and IP address(es) designated by DomainPeople, and/or (v) put the Domain up for auction or otherwise sell the Domain. If DomainPeople elects to permit restoration or redemption of your Domain following deletion or expiration, you agree to pay all applicable restoration fees, redemption fees, and administrative charges as determined by DomainPeople in its sole discretion, which may include but are not limited to Registry-imposed fees, DomainPeople processing fees, and penalty charges. Such restoration or redemption, if permitted, shall be subject to DomainPeople's then-current restoration procedures and requirements, and DomainPeople reserves the right to deny any restoration request for any reason. If DomainPeople is named as the Registrant for the Domain after expiration of the Registration, then DomainPeople may, at its sole discretion, provide you with the ability to redeem the Domain for a period not exceeding 27 days in exchange for a redemption fee charged by DomainPeople at its sole reasonable discretion.

## **7. OTHER DNR-RELATED SERVICES**

7.1 **Third Party Providers.** You agree that certain DNR Services may be provided by third party providers of DomainPeople and that your use of such DNR Services may be subject to further agreements, policies, terms, and conditions in addition to those contained or referenced in this Agreement.

7.2 **Proxy Services.** For DNR Services where a third party provider of DomainPeople is named in your place ("Proxy Services"), you agree that if DomainPeople or the third party provider of DomainPeople does not receive a response to a communication sent to you within 48 hours of such communication being sent, then the sender of such communication (either DomainPeople or the third party provider) may, at its sole discretion, suspend or terminate its provision of the Proxy Services. You further agree that if DomainPeople provides the Proxy Services, and DomainPeople receives an order from an authoritative body or court of competent jurisdiction to disclose your information as registered in DomainPeople's records, DomainPeople reserves the right to suspend or terminate its provision of the Proxy Services and disclose your information as requested. If the Proxy Services are suspended under this section, DomainPeople also reserves the right to also suspend or terminate the DNR Services entirely.

7.3 **Free DNR Services.** In consideration for providing additional optional DNR Services for which DomainPeople does not charge additional fees (including URL forwarding, e-mail forwarding or parking page), you agree that DomainPeople may display advertising in conjunction with the free DNR Services through the use of links, pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to e-mails, or other similar advertising means, and that DomainPeople may aggregate related usage data by means of cookies and other similar means. You further agree that such advertising may be for or include DomainPeople's Web site, DomainPeople's products and services, third party Web sites, third party products and services, and/or commercial search engines. DomainPeople reserves the right to change the content and/or appearance of, or disable, such advertising at any time, at DomainPeople's sole discretion, and without prior notice to you. From time to time, DomainPeople may provide you with free or low-cost Domains, in which case such Domains shall be placed in the same account as your other Domain(s) and you shall be listed as the Registrant, although DomainPeople may point the free or low-cost Domains to any IP address it chooses. If you wish to assume control over such Domains, then you must pay the promotional Registration fee or Renewal fee, as applicable, and agree to the terms of this Agreement with respect to such Domains. If you do not want the free or low-cost Domains, then you may request that you be removed as the Registrant and DomainPeople or a third party designated by DomainPeople shall be listed as the new Registrant.

## **8. INTELLECTUAL PROPERTY**

You shall not, at any time during or after the expiration or termination of this Agreement, assert or claim any interest in, or do anything that may adversely affect the validity of, the DP Intellectual Property (including, but not limited to, registering or attempting to register any of DomainPeople's trademarks or marks confusingly similar thereto). DomainPeople shall at all times retain sole and exclusive right, title and ownership in and to all of the DP Intellectual Property.

## **9. INDEMNITY**

You agree to protect, defend, hold harmless, and indemnify DomainPeople, any third party related to DomainPeople or the DNR Services (including, ICANN, the applicable Registry and its third party providers, DomainPeople's third party providers), and each of their respective directors, officers, managers, employees, contractors, agents, and Affiliates from and against any and all liabilities, losses, judgments, damages, claims, causes of actions, costs, and expenses (including but not limited to all reasonable legal fees and expenses) arising out of, related to, or resulting from the Registration or your use the DNR Services. This indemnification is in addition to any indemnification required under the applicable Domain dispute policy. This indemnification obligation shall survive the termination or expiration of this Agreement for whatever reason.

## **10. DISCLAIMER**

DomainPeople makes no warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, or validity of the applications, software, data, or information related to DomainPeople's network, systems, or other DNR Services. DomainPeople provides all DNR Services "as is" and specifically disclaims all warranties of merchantability and fitness for a particular purpose. You understand, acknowledge, and agree that you shall use the DNR Services, and all aspects thereto, at your sole risk. DomainPeople shall not be liable to you or any third party for any loss or damage that may occur because of any (i) loss of Registration or Domain, (ii) access delay or access interruption to DomainPeople's Domain registration system, (iii) non-delivery or mis-delivery of data, (iv) processing of your Registration Order, (v) suspension or termination of your Registration, application of any Domain dispute policy, or (vi) expiration or non-renewal of your Registration. Furthermore, DomainPeople shall not be liable for delays in its performance of this Agreement caused by circumstances beyond its reasonable control ("Force Majeure"), including acts of God, wars, riots, national disasters, shortages of labor or materials, labor disputes, transportation problems, accidents or governmental restrictions. This disclaimer shall survive the expiration or termination of this Agreement for whatever reason.

## **11. LIMITATION OF LIABILITY**

Under no circumstances shall DomainPeople be liable to you or to any third party for any consequential, indirect, special, incidental, reliance, exemplary, or punitive damages arising out of or relating to this Agreement or the DNR Services, whether foreseeable or not, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, damages for loss of data, goodwill, reputation, business, money, or opportunity), even if DomainPeople has been advised of the possibility of such damages. Under no circumstances shall DomainPeople's aggregate liability to you or any third party arising out of or related to this Agreement or DNR Services exceed the lesser of the aggregate amount of fees paid hereunder in the twelve (12) months immediately preceding the event giving rise to the liability regardless of the cause of action or \$1000.00. Notwithstanding any lengthier limitation period prescribed by law or otherwise, no claim, demand, action, or proceeding relating to this Agreement will be made by a Party against the other Party after 1 year (12 months) from the time the event or cause of action comprising the basis of such claim first occurred. For the purposes of this limitation of liability, "DomainPeople" includes any third party related to DomainPeople or the DNR Services (including, ICANN, the applicable Registry, DomainPeople's third party providers), and each of their respective directors, officers, managers, employees, contractors, agents, and Affiliates. This limitation of liability shall survive the expiration or termination of this Agreement for whatever reason.

## **12. REPRESENTATIONS & WARRANTIES**

12.1 Infringement. You represent, warrant, and agree that you hold the necessary rights to use or permit to use any item, word, or term submitted through the DNR Services, and that such use shall not in any way to the best of your knowledge and belief:

- (i) violate or potentially violate any right of any third party, including infringement or misappropriation of any copyright, patent, trademark, trade secret, or other proprietary right;
- (ii) constitute or potentially constitute violations, such as, without limitation, false advertisement, unfair competition, defamation, invasion of privacy, invasion of rights, and discrimination;
- (iii) cause or potentially cause a business dispute, personal dispute, or any other dispute;
- (iv) be or potentially be unlawful, harmful, fraudulent, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or otherwise offensive;
- (v) be or potentially be racially, ethnically, or ethically objectionable; or
- (vi) constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, including local, provincial, state, national, international, or other laws.

12.2 Registration Information. You represent and warrant that all information provided by you in connection with your Registration is, and shall at all times be, true, current, correct, and complete at all times.

## **13. REVOCATION**

13.1 By DomainPeople. DomainPeople reserves the right to immediately suspend, terminate, transfer, or modify your Registration for any reason, including without limitation to comply with ICANN specifications, policies, procedures, or requirements, or in response to emergency situations as authorized by ICANN or required by law enforcement, including (i) your breach of this Agreement, (ii) your use of the DNR Services in a manner that is in contradiction of applicable laws or customarily acceptable usage policies of the Internet industry, including sending mass unsolicited commercial advertisements or otherwise spamming, making or sending threats, harassments or obscenities, (iii) your use of the DNR Services in connection with unethical activity, (iv) DomainPeople's receipt of an order from a court of competent jurisdiction or an arbitration award, or (v) any other grounds that is determined by DomainPeople at its sole discretion. You agree that you shall not receive any refund whatsoever for any such suspension, termination, transfer, or modification to your Registration. You acknowledge that ICANN's Registrar Accreditation Agreement and related specifications authorize DomainPeople to take immediate action, including suspension or termination, in emergency situations or upon receipt of evidence of illegal activity, and you agree that DomainPeople may take such action without prior notice and without liability to you.

13.2 By ICANN, Registry, or other Registrar. You agree that your Registration is subject to suspension, termination, transfer, or modification by (i) any ICANN adopted specification, policy, or procedure, (ii) any Registry procedure not inconsistent with an ICANN adopted specification or policy, or (iii)

DomainPeople for reasons including correcting mistakes by the Registrar or Registry in registering the Domain or for the resolution of disputes concerning the Domain.

## **14. NOTICES**

You agree that any notice required to be given under this Agreement by DomainPeople to you shall be deemed to have been given if delivered to the contact information contained in the Whois at the time the notice is sent.

## **15. DISPUTE RESOLUTION**

- 15.1 UDRP Compliance. You agree that domain name disputes are subject to ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), available at <https://www.icann.org/resources/pages/policy-2012-02-25-en>, which is incorporated by reference. ICANN may modify the UDRP in its sole discretion at any time with or without notice to you or DomainPeople. Your continued Registration of your Domain after modifications to the UDRP become effective constitutes your acceptance of those modifications. You agree that you shall be subject to the provisions specified in the UDRP in effect at the time your Domain is challenged by a third party.
- 15.2 Registry-Specific Dispute Policies. Your Registration is also subject to any dispute resolution policies established by the applicable Registry for your domain's TLD, which are incorporated by reference and available through the Registry's website.
- 15.3 Dispute Procedures. If DomainPeople is notified of a domain name dispute proceeding, you agree not to make changes to your Domain record without DomainPeople's prior approval. DomainPeople may place your Domain on hold until: (i) directed by the dispute resolution panel or court, or (ii) both parties notify DomainPeople that the dispute is settled.
- 15.4 Implementation of Decisions. DomainPeople will implement decisions from UDRP panels or courts of competent jurisdiction as required by ICANN policy.
- 15.5 No DomainPeople Liability. DomainPeople has no liability for any dispute resolution decisions or proceeding. You agree to protect, defend, hold harmless, and indemnify DomainPeople, and DomainPeople's executives, directors, officers, managers, employees, consultants, and agents, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses arising out of or resulting from any and all dispute resolution proceedings.

## **16. MISCELLANEOUS**

- 16.1 Complete Agreement. This Agreement includes the attached Exhibits and Schedules, any amendments as authorized herein, and all other agreements, policies, and documents incorporated into this Agreement by specific reference herein. This Agreement constitutes the complete agreement between you and DomainPeople relating to the subject matter hereof and supersedes all prior and other understandings, representations, warranties, and agreements relating hereto – whether verbal, written, or otherwise.
- 16.2 Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without giving effect to any rule of conflicts of law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement may be brought against either of the parties only in the courts of: (i) the state of DomainPeople's principal place of business; or (ii) the state of your principal place of business. Each of the parties consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. This Agreement shall not be governed by or construed in accordance with the United Nations Convention on Contracts for the International Sale of Goods.

- 16.3 **Relationship of the Parties.** Nothing in this Agreement shall be construed as creating a relationship of employer and employee, principal and agent, partnership or joint venture between you and DomainPeople. You shall be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of DomainPeople, and vice versa, except as may be expressly provided herein.
- 16.4 **No 3<sup>rd</sup> Party Beneficiaries.** Except as otherwise specifically stated herein, this Agreement is for the sole benefit of you and DomainPeople, and does not create any rights on the part of any third party (including your customers, licensees, business partners), and you shall not commit any act that would give rise to any such third party rights.
- 16.5 **Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.
- 16.6 **Waiver.** Any waiver by DomainPeople of a breach of any provision hereof shall take effect or be binding upon DomainPeople only if expressly waived in writing signed by an authorized signatory of DomainPeople, and such waiver shall extend and apply only to the particular breach so waived and shall not limit or affect DomainPeople's rights in respect of any future breach or in respect of any breach of any other provision hereof.
- 16.7 **Assignment.** You may not assign or otherwise transfer your respective rights or obligations under this Agreement without the prior written consent of DomainPeople signed by an authorized signatory of DomainPeople. Any assignment or transfer in violation of this Agreement shall have no effect. This Agreement shall be binding and have effect upon the you and DomainPeople and their respective successors and permitted assigns.

## **17. CONSTRUCTION & INTERPRETATION**

- 17.1 **Reference to Agreement Parts.** All references in this Agreement to particular Sections, Titles, and Schedules shall be references to the Section, Titles, and Schedules of this Agreement only – unless specific reference is made otherwise.
- 17.2 **Reference to Entire Agreement.** The words "herein", "hereof", "hereto", and "hereunder" and words of similar meaning shall refer to this Agreement in its entirety and not to any particular provision of this Agreement.
- 17.3 **Without Limitation.** The word "including" shall not be construed in any way to limit the scope of the term that it refers to but shall be construed to mean "including, but not limited to."
- 17.4 **Gender & Plural/Singular.** Wherever in this Agreement that the masculine, feminine or neutral gender is used, it shall be construed as including all genders, and wherever the singular is used, it shall be deemed to include the plural and vice versa – where the context so requires.
- 17.5 **Translations.** This Agreement is executed in the English language. If there is any discrepancy or conflict between the English version and a version in any other language, then the English version shall be controlling in all respects.
- 17.6 **Contra Proferentum.** Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

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