

## **DOMAIN REGISTRANT AGREEMENT**

This Domain Registrant Agreement (hereinafter referred to as the "Agreement") between you ("you", "your" or "Registrant") and the Netlynx, Inc of the Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward (the "Order") that you have registered/reserved through or transferred to Netlynx, Inc, sets forth the terms and conditions of Netlynx, Inc's domain name registration service and other associated services as described herein.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" and "Registrant" shall refer to such entity.

This Agreement explains our obligations to you, and your obligations to us in relation to each Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward that you have registered/reserved through or transferred to Netlynx, Inc ("Order"), directly or indirectly, whether or not you have been notified about Netlynx, Inc.

This Agreement will become effective when the term of your Order begins with Netlynx, Inc and will remain in force until the Order remains as an active Order with Netlynx, Inc. Netlynx, Inc may elect to accept or reject the Order application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for a prohibited Order.

WHEREAS, Netlynx, Inc is authorized to provide Internet registration and management services for second-level domain names within .COM, .NET, .ORG, .BIZ, .INFO, .NAME, .US, .IN, .EU, .UK, .TRAVEL, .WS, .COOP and CentralNIC top level domains and .NAME Defensive Registrations and .NAME Mail Forwards;

AND WHEREAS, the Registrant is the Owner of a registration of a second-level domain name ("the SLD") in any of the .COM, .NET, .ORG, .BIZ, .INFO, .NAME, .US, .IN, .EU, .UK, .TRAVEL, .WS, .COOP or CentralNIC top level domain ("the TLD") or a .NAME Defensive Registration or a .NAME Mail Forward registered through Netlynx, Inc, directly or indirectly;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Netlynx, Inc and the Registrant, intending to be legally bound, hereby agree as follows:

### 1. DEFINITIONS

(1) "Business Day" refers to a working day between Mondays to Friday excluding all Public Holidays.

(2) "Communications" refers to date, time, content, including content in any link, of all oral / transmitted / written communications / correspondence between Netlynx, Inc, and the Registrant, and any Artificial Juridical Person, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity acting on their behalf.

(3) "Customer" refers to the customer of the Order as recorded in the OrderBox Database

(4) "OrderBox" refers to the set of Servers, Software, Interfaces, Netlynx, Inc Products and API that is provided for use directly or indirectly under this Agreement by Netlynx, Inc and/or its Service Providers.

(5) "OrderBox Database" is the collection of data elements stored on the OrderBox Servers.

(6) "OrderBox Servers" refer to Machines / Servers that Netlynx, Inc or its Service Providers maintain to fulfill services and operations of the OrderBox

(7) "OrderBox User" refers to the Customer and any Agent, Employee, Contractee of the Customer or any other Legal Entity, that has been provided access to the "OrderBox" by the Customer, directly or indirectly.

(8) "Netlynx, Inc" refers to the Netlynx, Inc of record as shown in a Whois Lookup for the corresponding Order at the corresponding Registry Operator

(9) "Netlynx, Inc Products" refer to all Products and Services of Netlynx, Inc which it has provided/rendered/sold, or is providing/rendering/selling.

(10) "Netlynx, Inc Servers" refer to web servers, Mailing List Servers, Database Servers, OrderBox Servers, Whois Servers and any other Machines / Servers that Netlynx, Inc or its Service Providers Operate, for the OrderBox, the Netlynx, Inc Website, the Netlynx, Inc Mailing Lists, Netlynx, Inc Products and any other operations required to fulfill services and operations of Netlynx, Inc.

(11) "Netlynx, Inc Website" refers to the website of the Netlynx, Inc.

(12) "Registry Operator" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that is involved in the management of any portion of the registry of the TLD, including but not limited to policy formation, technical management, business relationships, directly or indirectly as an appointed contractor;

(13) "Resellers" - The Registrant may purchase the Order through a reseller, who in turn may purchase the same through a reseller and so on (collectively known as the "Resellers")

(14) "Service Providers" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that the Customer and/or Netlynx, Inc and/or Service Providers (recursively) may, directly or indirectly, Engage / Employ / Outsource / Contract for the fulfillment / provision / purchase of Netlynx, Inc Products, OrderBox, and any other services and operations of Netlynx, Inc.

(15) "Whois" refers to the public service provided by Netlynx, Inc and Registry Operator whereby anyone may obtain certain information associated with the Order through a "Whois Lookup"

(16) "Whois Record" refers to the collection of all data elements of the Order, specifically its Registrant Contact Information, Administrative Contact Information, Technical Contact Information, Billing Contact Information, Nameservers if any, its Creation and Expiry dates, its Netlynx, Inc and its current Status in the Registry.

## 2. OBLIGATIONS OF THE REGISTRANT

(1) The Registrant agrees to provide, maintain and update, current, complete and accurate information of the Whois Record and all the data elements about the Order in the OrderBox Database during the term of the Order. Registrant agrees that provision of inaccurate or unreliable information, and/or Registrant's failure to promptly update information, or non-receipt of a response for over five (5) calendar days to inquiries sent to the email address of the Registrant or any other contact listed for the Order in the OrderBox database concerning the accuracy of contact information associated with the Order shall be constituted as a breach of this Agreement and a basis for freezing, suspending, or deleting that Order

(2) The Registrant acknowledges that in the event of any dispute and/or discrepancy concerning the data elements of the Order in the OrderBox Database, the data element in the OrderBox Database records shall prevail.

(3) The Registrant acknowledges that the authentication information for complete control and management of the Order will be accessible to the Registry Operator, Service Providers, Resellers and the Customer. Any modification to the Order by the Resellers, Customer or Service Providers will be treated as if it is authorized by the Registrant directly. Netlynx, Inc is not responsible for any modification to the Order by the Customer, Resellers, Registry Operator, or Service Providers.

(4) The Registrant acknowledges that all communication about the Order will be only done with the Customer or the Resellers of the Order. Netlynx, Inc is not required to, and may not directly communicate with the Registrant during the entire term of the Order.

(5) The Registrant shall comply with all terms or conditions established by Netlynx, Inc, Registry Operator and/or Service Providers from time to time.

(6) The Registrant must comply with all applicable terms and conditions, standards, policies, procedures, and practices laid down by ICANN and the Registry Operator.

(7) During the term of this Agreement and for three years thereafter, the Registrant shall maintain the following records relating to its dealings with Netlynx, Inc, Resellers and their Agents or Authorized Representatives: -

(1) In electronic, paper or microfilm form, all written communications with respect to the Order.

(2) In electronic form, records of the accounts of the Order, including dates and amounts of all payments, discount, credits and refunds.

The Registrant shall make these records available for inspection by Netlynx, Inc upon reasonable notice not exceeding 14 days.

### 3. REPRESENTATIONS AND WARRANTIES

Netlynx, Inc and Registrant represent and warrant that: -

- (1) They have all requisite power and authority to execute, deliver and perform their obligations under this Agreement;
- (2) This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation, enforceable against Registrant and Netlynx, Inc in accordance with its terms;
- (3) The execution, delivery, and performance of this Agreement and the consummation by Netlynx, Inc and the Registrant of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate: -
  - (1) Any provision of law, rule, or regulation;
  - (2) Any order, judgment, or decree;
  - (3) Any provision of corporate by-laws or other documents; or
  - (4) Any agreement or other instrument.
- (4) The execution, performance and delivery of this Agreement has been duly authorized by the Registrant and Netlynx, Inc;
- (5) No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated hereby;

The Registrant represents and warrants that:

- (1) The Registrant has read and understood every clause of this Agreement
- (2) the Registrant has independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement; and
- (3) The Registrant is eligible, to enter into this Contract according to the laws of his country

### 4. RIGHTS OF NETLYNX, INC, REGISTRY OPERATOR AND SERVICE PROVIDERS

- (1) Netlynx, Inc, Service Providers and Registry Operator may change any information, of the Order, or transfer the Order to another Registrant, or transfer the Order to another Customer, upon receiving any authorization from the Registrant, or the Customer, or Resellers as maybe prescribed by Netlynx, Inc from time to time.
- (2) Netlynx, Inc, Service Providers and Registry Operator may provide/send any information, about the Registrant, and the Order including Authentication information

- (1) To the Registrant
- (2) To any authorised representative, agent, contractee, employee of the Registrant upon receiving authorization in any form as maybe prescribed by Netlynx, Inc from time to time
- (3) To the Customer, Resellers, Service Providers and Registry Operator
- (4) To anyone performing a Whois Lookup for the Order
- (3) Netlynx, Inc in its own discretion can at any point of time with reasonable notification temporarily or permanently cease to sell any Netlynx, Inc Products
- (4) Netlynx, Inc and the Registry Operator, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within 30 days of processing the same. In such case Netlynx, Inc may refund the fees charged for the Order, after deducting any processing charges for the same.
- (5) Netlynx, Inc, Registry Operator and Service Providers, in their sole discretion, expressly reserve the right to without notice or refund, delete, suspend, deny, cancel, modify, take ownership of or transfer the Order, or to modify, upgrade, suspend, freeze OrderBox, in order to recover any Payment from the Registrant, Customer or Resellers, for any service rendered by Netlynx, Inc including services rendered outside the scope of this agreement, or to correct mistakes made by Netlynx, Inc, Registry Operator or Service Providers in processing or executing the Order, or incase of any breach of this Agreement, or incase Netlynx, Inc learns of a possibility of breach or violation of this Agreement which Netlynx, Inc in its sole discretion determines to be appropriate, or incase of Termination of this agreement, or if Netlynx, Inc learns of any such event which Netlynx, Inc reasonably determines would lead to Termination of this Agreement or would constitute as Breach thereof, or to protect the integrity and stability of the Netlynx, Inc Products, OrderBox, and the Registry or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in accordance/compliance with any agreements executed by Netlynx, Inc including but not limited to agreements with Service Providers, and/or Registry Operator, and/or Customers and/or Resellers, or to avoid any liability, civil or criminal, on the part of Netlynx, Inc and/or Service Providers, and/or the Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Registrant and/or Agents or any other authorized representatives of the Registrant violate any applicable laws/government rules, including but not limited to, intellectual property, copyright, patent, anti-spam, or Netlynx, Inc learns of the possibility of any such violation or upon appropriate authorization (what constitutes appropriate authorization is at the sole discretion of Netlynx, Inc) from the Registrant or Customer or Reseller or their authorized representatives, or if Netlynx, Inc, Registry Operator or Service Providers in their sole discretion determine that the information associated with the Order is inaccurate, or has been tampered with, or has been modified without authorization, or if Netlynx, Inc or Service Providers in their sole discretion determine that the ownership of the Order should belong to another entity, or if Reseller/Customer/Registrant does not comply with any applicable terms and conditions, standards, policies, procedures, and practices laid down by Netlynx, Inc, Service Providers, ICANN, the Netlynx, Inc, the Registry Operator or for any appropriate reason. Netlynx, Inc or Registry Operator, also

reserve the right to freeze the Order during resolution of a dispute. The Registrant agrees that Netlynx, Inc, Registry Operator and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Netlynx, Inc, Registry Operator and Service Providers, are not liable for loss or damages that may result from any of the above.

(6) Netlynx, Inc and Service Providers can choose to redirect an Order to any IP Address including, without limitation, to an IP address which hosts a parking page or a commercial search engine for the purpose of monetization, if an Order has expired, or is suspended, or does not contain valid Name Servers to direct it to any destination. Registrant acknowledges that Netlynx, Inc and Service Providers cannot and do not check to see whether such a redirection, infringes any legal rights including but not limited to intellectual property rights, privacy rights, trademark rights, of Registrant or any third party, or that the content displayed due to such redirection is inappropriate, or in violation of any federal, state or local rule, regulation or law, or injurious to Registrant or any third party, or their reputation and as such is not responsible for any damages caused directly or indirectly as a result of such redirection.

(7) Netlynx, Inc and Registry Operator have the right to rectify any mistakes in the data in the OrderBox Database with retrospective effect.

## 5. DISPUTE PROCESS

The Registrant agrees that, if the use of the Order is challenged by a third party, the Registrant will be subject to the provisions of the appropriate Dispute policy for that Order as mentioned in the appropriate Appendix in effect at the time of the dispute. The Registrant agrees that in the event a dispute arises with any third party, the Registrant will indemnify and hold Netlynx, Inc, Registry Operator and Service Providers harmless in all circumstances, and that Netlynx, Inc, Registry Operator and Service Providers will have no liability of any kind for any loss or liability resulting from any such dispute, including the decision and final outcome of such dispute. If a complaint has been filed with a judicial or administrative body regarding the Registrant's use of the Order, the Registrant agrees not to make any changes to the Order without Netlynx, Inc's prior approval. Netlynx, Inc may not allow the Registrant to make changes to such Order until:

(1) Netlynx, Inc is directed to do so by the judicial or administrative body, or

(2) Netlynx, Inc receives notification, in a manner prescribed by Netlynx, Inc from time to time, by the Registrant and the other party contesting the Registrant registration or use of the Order, that the dispute has been settled.

## 6. TERM OF AGREEMENT / RENEWALS

(1) The term of this Agreement shall continue until the registrant of the Order in the OrderBox database continues to be the Registrant and the Order continues to exist and the Order Registration term continues to exist.

(2) Registrant acknowledges that it is the Registrant's responsibility to keep records and maintain reminders regarding the expiry of any Order. As a convenience to the Registrant, and not as a binding commitment, we may notify the Customer, via an email message sent to the contact information associated with the Customer

in the OrderBox database, about the expiry of the Order. Should renewal fees go unpaid for an Order, the Order will expire.

(3) Registrant acknowledges that after expiration of the term of an Order, Registrant has no rights on such Order, or any information associated with such Order and that ownership of such Order now passes on to the Netlynx, Inc. Netlynx, Inc and Service Providers may make any modifications to said Order or any information associated with said Order. Netlynx, Inc and Service Providers may intercept any network/communication requests to such Order and process them in any manner in their sole discretion. Netlynx, Inc and Service Providers may choose to monetize such requests in any fashion at their sole discretion. Netlynx, Inc and Service Providers may choose to display any appropriate message, and/or send any response to any user making a network/communication request, for or concerning said Order. Netlynx, Inc and Service Providers may choose to delete said Order at anytime after expiry upon their sole discretion. Netlynx, Inc and Service Providers may choose to transfer the ownership of the Order to any third party in their sole discretion. Registrant acknowledges that Netlynx, Inc and Service Providers shall not be liable to Registrant or any third party for any action performed under this clause.

(4) Netlynx, Inc at its sole discretion may allow the renewal of the Order after Order expiry, and such renewal term will start as on the date of expiry of the Order, unless otherwise specified. Such process may be charged separately at the price then prevailing for such a process as determined by the Netlynx, Inc in its sole discretion. Such renewal after the expiry of the Order may not result in exact reinstatement of the Order in the same form as it was prior to expiry.

(5) Netlynx, Inc makes no guarantees about the number of days, after deletion of an Order, after which the same Order will once again become available for purchase

(6) This Agreement shall terminate immediately in the event

(1) Netlynx, Inc's contract with the Service Providers for the fulfillment of such Order is terminated or expires without renewal

(2) Netlynx, Inc's contract with the Registry Operator is terminated or expires without renewal

(3) Registry Operator ceases to be the Registry Operator for the particular TLD

(4) of Registrant-Registrant Transfer as per Section 8

(5) of Netlynx, Inc-Netlynx, Inc Transfer as per Section 9

(7) Upon Termination of this Agreement, Netlynx, Inc may delete/suspend/transfer/modify the Order and suspend OrderBox Users' access to the OrderBox with immediate effect, upon the sole discretion of Netlynx, Inc

(8) Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, unless specified otherwise. The Registrant however shall be liable for any damage arising from any breach by it of this Agreement.

## 7. FEES / RENEWAL

Payment of fees shall be governed as per the Payment Terms and Conditions set out in Appendix 'B'

## 8. REGISTRANT - REGISTRANT TRANSFER

(1) Netlynx, Inc may transfer the Order of the Registrant to another registrant under the following circumstances: -

(1) Authorization from the Registrant and/or their Agent or Authorized Representative in a manner prescribed by Netlynx, Inc from time to time.

(2) Authorization from the Customer and/or the Reseller in a manner prescribed by Netlynx, Inc

(3) On receiving orders from a competent Court or Law Enforcement Agency;

(4) For fulfillment of a decision in a domain dispute resolution

(5) Breach of Contract;

(6) Termination of this Agreement;

(7) Netlynx, Inc learns of any such event, which Netlynx, Inc reasonably determines would lead to Termination of this Agreement, or would constitute as Breach thereof.

(2) Registrant acknowledges that Netlynx, Inc cannot verify the authenticity of any information, authorization or instructions received in Section (8)(1). Upon receiving such authorization that Netlynx, Inc in its absolute unfettered and sole discretion deems to be genuine, Netlynx, Inc may transfer the Order. Netlynx, Inc cannot be held liable for any such transfer under any circumstance including but not limited to fraudulent or forged authorization received by Netlynx, Inc.

(3) In the above circumstances the Registrant shall extend full cooperation to Netlynx, Inc in transferring the Order of the Registrant to another registrant including without limitation, handing over all data required to be stored by the Registrant as per Section 3(5), and complying with all requirements to facilitate a smooth transfer.

(4) The Registrant's Order may not be transferred until Netlynx, Inc receives such written assurances or other reasonable assurance that the new registrant has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by Netlynx, Inc in its sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determined by Netlynx, Inc in its sole discretion) to the terms and conditions in this Agreement, any such transfer maybe considered by Netlynx, Inc as null and void in its sole discretion.

## 9. NETLYNX, INC-NETLYNX, INC TRANSFER

(1) The Registrant acknowledge and agree that during the first 60 days after initial registration of the Order, or after expiration of the Order the Registrant may not be able to transfer the Order to another Netlynx, Inc.

(2) Netlynx, Inc may request the Registrant or any other contact associated with the Order for authorization upon receiving a request to transfer the Order to another Netlynx, Inc. The Registrant agrees to provide such authorization to Netlynx, Inc. Netlynx, Inc, in its sole discretion will determine, if such authorization is adequate to allow the transfer.

(3) Netlynx, Inc in its sole discretion may allow the transfer of a domain name away to another Netlynx, Inc, without contacting the Registrant or any other contact, if Netlynx, Inc in its sole discretion determines that the transfer request it has received is a valid transfer request

(4) Netlynx, Inc in its sole discretion may allow the transfer of a domain name away to another Netlynx, Inc, without contacting the Registrant or any other contact pursuant to the then applicable process and rules of transfer of domain names as laid out by the Registry Operator. Registrant acknowledges that it is their responsibility to research and acquaint themselves with these rules and any applicable changes from time to time.

(5) Netlynx, Inc may deny or prevent a transfer of an Order to another Netlynx, Inc in situations described in this Agreement including, but not limited to:

(1) A dispute over the identity of the domain name holder;

(2) Bankruptcy; and default in the payment of any fees.

(3) Any pending dues from the Customer or Resellers' or Registrant for any services rendered, whether under this agreement or otherwise

(4) Any pending Domain Dispute Resolution process with respect to the Order

(5) If the Order has been locked or suspended by the Customer or Resellers

(6) any situation where denying the transfer is permitted under the then applicable process and rules of transfer of domain names as laid out by the Registry Operator, Registrant acknowledges that it is their responsibility to research and acquaint themselves with these rules and any applicable changes from time to time.

(7) Any other circumstance described in this Agreement

(8) For any other appropriate reason

(6) Netlynx, Inc may at its sole discretion lock or suspend the Order to prevent a Domain Transfer

(7) Netlynx, Inc cannot be held liable for any domain name transferred away to another Netlynx, Inc, or for any denial of a transfer, in accordance with this Section 9 (Netlynx, Inc-Netlynx, Inc Transfer)

## 10. LIMITATION OF LIABILITY

IN NO EVENT WILL NETLYNX, INC, REGISTRY OPERATOR OR SERVICE PROVIDERS OR CONTRACTORS OR THIRD PARTY BENEFICIARIES BE LIABLE TO THE REGISTRANT FOR ANY LOSS OF REGISTRATION AND USE OF THE ORDER, OR FOR INTERRUPTIONS OF BUSINESS, OR ANY SPECIAL, INDIRECT, ANCILLARY, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF NETLYNX, INC AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NETLYNX, INC FURTHER DISCLAIMS ANY AND ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO:

- (1) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF AUTHENTICATION INFORMATION;
- (2) LOSS OR LIABILITY RESULTING FROM FORCE MAJEURE EVENTS AS STATED IN SECTION 21 OF THIS AGREEMENT;
- (3) LOSS OR LIABILITY RESULTING FROM ACCESS DELAYS OR ACCESS INTERRUPTIONS;
- (4) LOSS OR LIABILITY RESULTING FROM NON-DELIVERY OF DATA OR DATA MISS-DELIVERY;
- (5) LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR NETLYNX, INC PRODUCT(S) PROVIDED UNDER THIS AGREEMENT;
- (6) LOSS OR LIABILITY RESULTING FROM THE INTERRUPTION OF SERVICE.

If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against Netlynx, Inc by the Registrant, then in no event will the liability of Netlynx, Inc exceed actual amount received by Netlynx, Inc for the Order minus direct expenses incurred with respect to the Order.

REGISTRANT ACKNOWLEDGES THAT THE CONSIDERATION RECEIVED BY NETLYNX, INC IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL THE LIABILITY OF NETLYNX, INC RELATING TO THIS AGREEMENT EXCEED TOTAL AMOUNT RECEIVED BY NETLYNX, INC IN RELATION TO THE ORDER.

## 11. INDEMNIFICATION

- (1) The Registrant, at its own expense, will indemnify, defend and hold harmless, Netlynx, Inc, Service Provider, Registry Operator, Resellers and the contactors, employees, directors, officers, representatives, agents and affiliates, of Netlynx, Inc, Registry Operator, Service Providers, and Resellers against any claim, suit, action, or other proceeding brought against them based on or arising from any claim or alleged

claim, of third parties relating to or arising under this Agreement, Netlynx, Inc Products provided hereunder, or any use of the Netlynx, Inc Products, including without limitation: -

- (1) Infringement by the Registrant, or someone else using a Netlynx, Inc Product with the Registrant's computer, of any intellectual property or other proprietary right of any person or entity
- (2) Arising out of any breach by the Registrant of this Agreement.
- (3) Arising out of, or related to, the Order or use of the Order
- (4) Relating to any action of Netlynx, Inc as permitted by this Agreement
- (5) Relating to any action of Netlynx, Inc carried out on behalf of Registrant as described in this Agreement

However, that in any such case Netlynx, Inc may serve either of the Registrant with notice of any such claim and upon their written request, Netlynx, Inc will provide to them all available information and assistance reasonably necessary for them to defend such claim, provided that they reimburse Netlynx, Inc for its actual costs.

(2) Netlynx, Inc will not enter into any settlement or compromise of any such indemnifiable claim without Registrant's prior written consent, which shall not be unreasonably withheld.

(3) The Registrant will pay any and all costs, damages, and expenses, including, but not limited to, actual attorneys' fees and costs awarded against or otherwise incurred by Netlynx, Inc in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

## 12. INTELLECTUAL PROPERTY

Subject to the provisions of this Agreement, each Party will continue to independently own his/her/its intellectual property, including all patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.

Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by Netlynx, Inc to the Registrant or by any disclosure of any Confidential Information to the Registrant under this Agreement.

Registrant shall further ensure that the Registrant does not infringe any intellectual property rights or other rights of any person or entity, or does not publish any content that is libelous or illegal while using services under this Agreement. Registrant acknowledges that Netlynx, Inc cannot and does not check to see whether any service or the use of the services by the Registrant under this Agreement, infringes legal rights of others.

### 13. OWNERSHIP AND USE OF DATA

(1) You agree and acknowledge that Netlynx, Inc owns all data, compilation, collective and similar rights, title and interests worldwide in the OrderBox Database, and all information and derivative works generated from the OrderBox Database.

(2) Netlynx, Inc, Service Providers and the Registry Operator and their designees/agents have the right to backup, copy, publish, disclose, use, sell, modify, process this data in any form and manner as maybe required for compliance of any agreements executed by Netlynx, Inc, or Registry Operator or Service Providers, or in order to fulfill services under this Agreement, or for any other appropriate reason.

### 14. DELAYS OR OMISSIONS; WAIVERS

No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing.

### 15. RIGHT TO SUBSTITUTE UPDATED AGREEMENT

(1) During the period of this Agreement, the Registrant agrees that Netlynx, Inc may: -

(1) Revise the terms and conditions of this Agreement; and

(2) Change the services provided under this Agreement

(2) Netlynx, Inc, or the Registry Operator or any corresponding/designated policy formulating body may revise ANY of the Dispute policies, and eligibility criterias set forth in the various appendices as well as in any of the external URLs referenced within the appendices

(3) Any such revision or change will be binding and effective immediately on posting of the revision on the Netlynx, Inc Website or the corresponding URL referenced in this Agreement

(4) The Registrant agrees to review the Netlynx, Inc Website and all other URLs referenced in this Agreement, periodically, to be aware of any such revisions

(5) The Registrant agrees that, continuing use of the services under this Agreement following any revision, will constitute as an acceptance of any such revisions or changes

(6) The Registrant acknowledges that if the Registrant does not agree to any such modifications, the Registrant may terminate this Agreement within 30 days of such revision. In such circumstance Netlynx, Inc will not refund any fees paid by the Registrant.

#### 16. PUBLICITY

The Registrant shall not create, publish, distribute, or permit any written / Oral / electronic material that makes reference to us or our Service Providers or uses any of Netlynx, Inc's registered Trademarks / Service Marks or our Service Providers' registered Trademarks / Service Marks without first submitting such material to us and our Service Providers and receiving prior written consent.

The Registrant gives Netlynx, Inc the right to use the Registrant names in marketing / promotional material with regards to Netlynx, Inc Products to Visitors to the Netlynx, Inc Website, Prospective Clients and existing and new customers.

#### 17. TAXES

The Registrant shall be responsible for sales tax, consumption tax, transfer duty, custom duty, octroi duty, excise duty, income tax, and all other taxes and duties, whether international, national, state or local, however designated, which are levied or imposed or may be levied or imposed, with respect to this Agreement and the Netlynx, Inc Products.

#### 18. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, riot, war or military operations, national or local emergency, acts or directives or omissions of government or other competent authority, compliance with any statutory obligation or executive order, strike, lock-out, work stoppage, industrial disputes of any kind (whether or not involving either party's employees), any Act of God, fire, lightning, explosion, flood, earthquake, eruption of volcano, storm, subsidence, weather of exceptional severity, equipment or facilities breakages / shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of non performance as soon as possible.

#### 19. ASSIGNMENT / SUBLICENSE

Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the

Parties; provided, however, that any such successor or assign be permitted pursuant to the Articles, Bylaws or policies of Netlynx, Inc.

The Registrant shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person/s except as provided for in Section 8 (REGISTRANT - REGISTRANT TRANSFER) or with the prior written consent of Netlynx, Inc.

Registrant agrees that if Registrant licenses the use of the Order to a third party, the Registrant nonetheless remains the Registrant of record, and remains responsible for all obligations under this Agreement.

## 20. NO GUARANTY

The Registrant acknowledges that registration or reservation of the Order does not confer immunity from objection to the registration, reservation, or use of the Order.

## 21. DISCLAIMER

THE ORDERBOX, NETLYNX, INC SERVERS, OrderBox Servers, Netlynx, Inc Website AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IS PROVIDED ON "AS IS" AND "WHERE IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND.

NETLYNX, INC AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND / OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS AND QUALITY/AVAILABILITY OF TECHNICAL SUPPORT.

NETLYNX, INC AND SERVICE PROVIDERS ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY IN CONNECTION WITH YOUR ACCESS TO, USE OF, ORDERBOX OR BY ACCESSING NETLYNX, INC SERVERS. WITHOUT LIMITING THE FOREGOING, NETLYNX, INC AND SERVICE PROVIDERS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT (A) ANY INFORMATION/DATA/DOWNLOAD AVAILABLE ON OR THROUGH ORDERBOX OR NETLYNX, INC SERVERS WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR ANYTHING ELSE MANIFESTING DESTRUCTIVE PROPERTIES; OR (B) THE INFORMATION AVAILABLE ON OR THROUGH THE ORDERBOX/NETLYNX, INC SERVERS WILL NOT CONTAIN ADULT-ORIENTED MATERIAL OR MATERIAL WHICH SOME INDIVIDUALS MAY DEEM OBJECTIONABLE; OR (C) THE FUNCTIONS OR SERVICES PERFORMED BY NETLYNX, INC AND SERVICE PROVIDERS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE ORDERBOX WILL BE CORRECTED; OR (D) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR (E) THE SERVICES PROVIDED UNDER THIS AGREEMENT OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA. OR (F) YOU WILL RECEIVE NOTIFICATIONS, REMINDERS OR ALERTS FOR ANY EVENTS FROM THE SYSTEM INCLUDING BUT NOT LIMITED TO ANY MODIFICATION TO YOUR ORDER, ANY TRANSACTION IN YOUR ACCOUNT, ANY EXPIRY OF AN ORDER

NETLYNX, INC AND SERVICE PROVIDERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OF THE INFORMATION AVAILABLE OR WITH RESPECT TO ITS LEGITIMACY, LEGALITY, VALIDITY, QUALITY, STABILITY, COMPLETENESS, ACCURACY OR RELIABILITY. NETLYNX, INC AND SERVICE PROVIDERS DO NOT ENDORSE, VERIFY OR OTHERWISE CERTIFY THE CONTENT OF ANY SUCH INFORMATION. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS, AS TO IMPLIED WARRANTIES, MAY NOT APPLY TO YOU.

FURTHERMORE, NETLYNX, INC NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE ORDERBOX, ORDERBOX SERVERS, NETLYNX, INC WEBSITE AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

## 22. JURISDICTION & ATTORNEY'S FEES

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Country, State and City where Netlynx, Inc is incorporated, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in city, state, country where Netlynx, Inc is incorporated. Netlynx, Inc reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office or Place of Management/Residence of the Registrant is situated as per the laws of that Country/State/District.

If any legal action or other legal proceeding relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

For the adjudication of disputes concerning or arising from use of the Order, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile and (2) the Netlynx, Inc's country of incorporation

## 23. MISCELLANEOUS

(1) Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.

(2) There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

(3) The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.

(4) This Agreement shall inure to the benefit of and be binding upon Netlynx, Inc and the Registrant as well as all respective successors and permitted assigns.

(5) Survival: In the event of termination of this Agreement for any reason, Sections 1, 2, 4, 5, 6, 7, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 9, 10, 11, 12, 13, 14, 16, 17, 18, 21, 22, 23, 23(3), 23(5), 23(7), 23(11), 24(2) and all of Appendix A, and all Sections of Appendix B shall survive.

(6) This Agreement does not provide and shall not be construed to provide third parties (i.e. non-parties to this Agreement), with any remedy, claim, and cause of action or privilege against Netlynx, Inc.

(7) The Registrant, Netlynx, Inc, its Service Providers, Registry Operator, Resellers, and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, and sales representative or employment relationship between the parties.

(8) Further Assurances: Each Party hereto shall execute and/or cause to be delivered to the other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated / carried out, by / as a result of, this Agreement.

(9) Construction: The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(10) Entire Agreement; Severability: This Agreement, including all Appendices constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

(11) The division of this Agreement into Sections, Subsections, Appendices, Extensions and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used in the construction or interpretation of this Agreement.

(12) This agreement may be executed in counterparts.

(13) Language. All notices, designations, and specifications made under this Agreement shall be made in the English Language only.

(14) Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Mumbai, India (IST) i.e. GMT+5:30

24. BREACH

In the event that Netlynx, Inc suspects breach of any of the terms and conditions of this Agreement:

- (1) Netlynx, Inc can immediately, without any notification and without assigning any reasons, suspend / terminate the Registrants access to the OrderBox Server.
- (2) The Registrant will be immediately liable for any damages caused by any breach of any of the terms and conditions of this Agreement.
- (3) Netlynx, Inc can immediately, without any notification and without assigning any reasons, delete / suspend / terminate / freeze the Order.

## 25. NOTICE

- (1) Any notice or other communication required or permitted to be delivered to Netlynx, Inc under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered when delivered to contact address specified on the Netlynx, Inc Website by registered mail or courier. Any communication shall be deemed to have been validly and effectively given, on the date of receiving such communication, if such date is a Business Day and such delivery was made prior to 17:30 (Indian Standard Time) and otherwise on the next Business Day.
- (2) Any notice or other communication required or permitted to be delivered to the Registrant under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, given and received when delivered to contact address of the Registrant in the OrderBox Database.
- (3) Any notice or other communication to be delivered to any party via email under this agreement shall be deemed to have been properly delivered if sent in case of Netlynx, Inc to its Legal Contact mentioned on the Netlynx, Inc Website and in case of the Registrant to their respective email address in the OrderBox Database.

## APPENDIX 'A' TERMS AND CONDITIONS OF OrderBox USAGE

This Appendix A covers the terms of access to the OrderBox. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

### 1. ACCESS TO OrderBox

- (1) Netlynx, Inc may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend OrderBox Users' access to the OrderBox in the event of significant degradation of the OrderBox, or at any time Netlynx, Inc may deem necessary.
- (2) Netlynx, Inc may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the OrderBox from time to time.

(3) Access to the OrderBox is controlled by authentication information provided by Netlynx, Inc. Netlynx, Inc is not responsible for any action in the OrderBox that takes place using this authentication information whether authorized or not.

(4) Netlynx, Inc is not responsible for any action in the OrderBox by a OrderBox User

(5) OrderBox User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the OrderBox including, without Limitation temporary / permanent slow down of the OrderBox, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the OrderBox and architecture needed to continue operation thereof.

(6) OrderBox User will not send or cause the sending of repeated unreasonable network requests to the OrderBox or establish repeated unreasonable connections to the OrderBox. Netlynx, Inc will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable number of requests or connections.

(7) OrderBox User will take reasonable measures and precautions to ensure secrecy of authentication information.

(8) OrderBox User will take reasonable precautions to protect OrderBox Data from misuse, unauthorized access or disclosure, alteration, or destruction.

(9) Netlynx, Inc shall not be responsible for damage caused due to the compromise of your Authentication information in any manner OR any authorized/unauthorized use of the Authentication Information.

(10) Netlynx, Inc shall not be liable for any damages due to downtime or interruption of OrderBox for any duration and any cause whatsoever.

(11) Netlynx, Inc shall have the right to temporarily or permanently suspend access of a OrderBox User to the OrderBox if Netlynx, Inc in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the OrderBox, or learns of any possible misuse that has occurred, or will occur with respect to a OrderBox User.

(12) Netlynx, Inc and Service Providers reserve the right to, in their sole discretion, reject any request, network connection, e-mail, or message, to, or passing through, OrderBox

## 2. Terms of USAGE OF OrderBox

(1) Registrant, or its contractors, employees, directors, officers, representatives, agents and affiliates and OrderBox Users, either directly or indirectly, shall not use or permit use of the OrderBox, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or to promote adult-oriented or "offensive" material, or related to any unsolicited bulk e-mail directly or indirectly (such as by referencing an OrderBox provided service within a spam email or as a reply back address), or related to ANY unsolicited marketing efforts offline or online, directly or indirectly, or in a manner injurious to Netlynx, Inc, Registry

Operator, Service Providers or their Resellers, Customers, or their reputation, including but not limited to the following -

(1) Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.)

(2) Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic)

(3) Sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider

(4) Offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spam ware")

(5) Advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software

(6) Harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Netlynx, Inc

(7) Impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere

(8) Using OrderBox services to point to or otherwise direct traffic to, directly or indirectly, any material that, in the sole opinion of Netlynx, Inc, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Netlynx, Inc, to be threatening or obscene or inappropriate

(9) Using OrderBox directly or indirectly for any of the below activities:

(1) Transmitting Unsolicited Commercial e-mail (UCE)

(2) Transmitting bulk e-mail

(3) Being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist

(4) Posting bulk Usenet/newsgroup articles

(5) Denial of Service attacks of any kind

(6) Excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Netlynx, Inc in its sole discretion

- (7) Copyright or trademark infringement
- (8) Unlawful or illegal activities of any kind
- (9) Promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse)
- (10) Causing lossage or creating service degradation for other users whether intentional or inadvertent.

(2) Netlynx, Inc in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.

(3) Data in the OrderBox Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Netlynx, Inc: -

- 1. To perform services contemplated under this agreement; and
- 2. To communicate with Netlynx, Inc on any matter pertaining to Netlynx, Inc or its services

(4) Data in the OrderBox Database cannot specifically be used for any purpose listed below: -

- 1. Mass Mailing or SPAM; and
- 2. Selling the data

#### APPENDIX 'B' PAYMENT TERMS AND CONDITIONS

(1) Netlynx, Inc will accept payment for the Order from the Customer or Resellers

(2) In the event that a payment made via Credit Card or the payment instrument sent by the Customer or Reseller bounces due to Lack of Funds or any other Reason, then

(1) Netlynx, Inc may immediately suspend OrderBox Users' access to the OrderBox

(2) Netlynx, Inc has the right to terminate this agreement with immediate effect and without any notice.

(3) Netlynx, Inc in its ABSOLUTE and UNFETTERED SOLE DISCRETION may delete, suspend, deny, cancel, modify, take ownership of or transfer any or all of the Orders placed of the Registrant as well as stop / suspend / delete / transfer any Orders currently being processed.

(4) Netlynx, Inc in its ABSOLUTE and UNFETTERED SOLE DISCRETION may Transfer all Orders placed by the Registrant to another Customer, or under Netlynx, Inc's account.

(5) Netlynx, Inc in its ABSOLUTE and UNFETTERED SOLE DISCRETION may levy reasonable additional charges for the processing of the Charge-back / Payment Reversal in addition to actual costs of the same.

(6) Netlynx, Inc shall have the right to initiate any legal proceedings against the Registrant to recover any such liabilities.

#### APPENDIX 'C'

##### .COM/.NET/.ORG SPECIFIC CONDITIONS

If the Order is a .COM/.NET/.ORG domain name, the Registrant, must also agree to the following terms:

#### 1. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- (1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
- (2) The primary nameserver and secondary nameserver(s), if any for the domain name;
- (3) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
- (4) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- (5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

#### 2. DOMAIN NAME DISPUTE POLICY.

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

#### APPENDIX 'D'

##### .BIZ SPECIFIC CONDITIONS

If the Order is a .BIZ domain name, the Registrant, must also agree to the following terms:

#### 1. CONDITIONS FOR .BIZ REGISTRATIONS

(1) Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .BIZ Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS -

(1) To exchange goods, services, or property of any kind;

(2) In the ordinary course of trade or business; or

(3) To facilitate:

(1) The exchange of goods, services, information, or property of any kind; or,

(2) The ordinary course of trade or business.

(2) Registering a domain name solely for the purposes of

(1) Selling, trading or leasing the domain name for compensation, or

(2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

## 2. CERTIFICATION FOR .BIZ REGISTRATIONS

(1) As a .BIZ domain name Registrant, you hereby certify to the best of your knowledge that the registered domain name will be used primarily for bona fide business or commercial purposes and not exclusively for personal use or solely for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .BIZ restrictions, which are incorporated herein by reference, please see:

<http://www.neulevel.com/countdown/registrationRestrictions.html>

(2) The domain name Registrant has the authority to enter into the registration agreement

(3) The registered domain name is reasonably related to the Registrant's business or intended commercial purpose at the time of registration.

## 3. PROVISION OF REGISTRATION DATA.

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

(1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;

- (2) The primary nameserver and secondary nameserver(s), if any for the domain name;
- (3) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
- (4) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- (5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

#### 4. DOMAIN NAME DISPUTE POLICY.

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference.

The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.

The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>

The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .BIZ domain name with any third party (other than Registry Operator or Netlynx, Inc) over the registration or use of a .BIZ domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Netlynx, Inc over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

#### APPENDIX 'E'

## .INFO DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .INFO domain name, the Registrant, must also agree to the following terms:

(1) Registrant agrees to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) as laid out at <http://www.icann.org/udrp/udrp.htm> and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are available at <http://www.afilias.info>. These policies are subject to modification.

(2) Registrant acknowledges that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation:

(1) The ability or inability of a registrant to obtain a Registered Name during these periods, and

(2) The results of any dispute over a Sunrise Registration.

## APPENDIX 'F'

### .NAME SPECIFIC CONDITIONS

If the Order is a .NAME domain name, or a .NAME Email Forward, the Registrant, must also agree to the following terms:

#### 1. .NAME REGISTRATION RESTRICTIONS

Domain Name and Email Forward Registrations in the .NAME TLD must constitute an individual's "Personal Name". For purposes of the .NAME restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

#### 2. .NAME CERTIFICATIONS

As a .NAME domain name or Email Forward Registrant, you hereby certify to the best of your knowledge that the SLD is your Personal Name.

#### 3. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information contained in the Whois directory, including:

(1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;

- (2) The primary nameserver and secondary nameserver(s), if any for the domain name;
- (3) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
- (4) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- (5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

#### 4. DISPUTE POLICY

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference.

- (1) The Eligibility Requirements (the "Eligibility Requirements"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;
- (2) The Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>; and
- (3) The Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>

The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD email addresses will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding or during the land rush procedures in connection with the opening of the Registry TLD. The following categories of Personal Name Registrations may be registered:

- (1) The Personal Name of an individual;
- (2) The Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name;
- (3) In addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names.

The ERDRP applies to challenges to

- (1) Registered domain names and SLD email address registrations within .NAME on the grounds that a Registrant does not meet the Eligibility Requirements, and
- (2) To Defensive Registrations within .NAME.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than Global Name Registry ("Registry Operator") or Netlynx, Inc over the registration and use of an Internet domain name registered by a Registrant.

#### 5. .NAME EMAIL FORWARD ADDITIONAL CONDITIONS

If the Order is a .NAME email forward, the Registrant, must also agree to the following additional terms and conditions:

(1) You acknowledge that you are responsible for all use of Email Forwarding, including the content of messages sent through Email Forwarding.

(2) You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and email usage.

(3) Without prejudice to the foregoing, you undertake not to use Email Forwarding:

(1) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;

(2) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;

(3) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or

(4) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list

(4) Users are not permitted to provide false names or in any other way to pose as somebody else when using Email Forwarding.

(5) Registry Operator reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry Operator's Email Forwarding.

(6) On discontinuing Email Forwarding, Registry Operator is not obliged to store any contents or to forward unsend email to you or a third party.

APPENDIX 'G'

## .NAME DEFENSIVE REGISTRATIONS SPECIFIC CONDITIONS

If the Order is a .NAME Defensive Registration, the Registrant, must also agree to the following terms:

### 1. DEFENSIVE REGISTRATIONS

Defensive Registrations allow owners of nationally registered marks to exclusively pre-register on the .NAME space and create a protective barrier for their trademarks. A "Defensive Registration" is a registration granted to a third party of a specific string on the second or third level, or of a specific set of strings on the second and third levels, which will not resolve within the domain name system but may prevent the registration of the same string(s) on the same level(s) by other third party applicants.

### 2. PHASES OF DEFENSIVE REGISTRATIONS

(1) As a Defensive Registration Registrant ("Defensive Registrant"), you hereby certify to the best of your knowledge that for Phase I Defensive Registrations ("Phase I Defensive Registrants"), you own valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001 for strings that are identical to the textual or word elements, using ASCII characters only, subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD. You understand that trademark or service mark registrations from the supplemental or equivalent Registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.

(2) Phase II Defensive Registrants may apply for a Defensive Registration for any string or combination of strings.

(3) Defensive Registrants, whether Phase I or Phase II shall comply with the following Eligibility Requirements, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>, the summary of which is as follows:

(1) There are two levels of Defensive Registrations, each of which is subject to payment of a separate fee;

(2) Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee;

(3) The Defensive Registrant must provide the information requested in Section 3(i) below;

(4) A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string.

### 3. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. You must provide contact information, including name, email address, postal address and telephone number, for use in disputes relating to the Defensive Registration. You understand and agree that this contact information will be provided as part of the Whois record for the Defensive Registration. You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

In addition to the information provided in subsection 1. above, Phase I Defensive Registrants must also provide

- (1) The name, in ASCII characters, of the trademark or service mark being registered;
- (2) The date the registration issued;
- (3) The country of registration; and
- (4) The registration number or other comparable identifier used by the registration authority

#### 4. DISPUTE POLICY

If you registered a Defensive Registration, you agree that:

- (1) The Defensive Registration will be subject to challenge pursuant to the Eligibility Requirements Dispute Resolution Policy ("ERDRP");
- (2) If the Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registrant will pay the challenge fees; and
- (3) If a challenge is successful, then the Defensive Registration will be subject to the procedures described in Section 2(h) of Appendix L to the agreement of Global Name Registry ("Registry Operator") with the Internet Corporation for Assigned Names and Numbers ("ICANN"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>
- (4) if a Phase I Defensive Registration is successfully challenged on the basis that it did not meet the applicable Eligibility Requirements, the Defensive Registrant will thereafter be required to demonstrate, at its expense, that it meets the Eligibility Requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .NAME through any Netlynx, Inc. In the event that the Defensive Registrant is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.
- (5) The ERDRP applies to, among other things, challenges to Defensive Registrations within .NAME and is available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>.

#### 5. CONSENT

Defensive Registrants may be asked to give their consent to allow individuals to share a part of their space. For example, if you have filed a Defensive Registration on PQR (which blocks out ANYSTRING.PQR.name and PQR.ANYSTRING.name), you may be asked to give consent to John Pqr to register JOHN.PQR.name if he can prove that PQR is his name. In such a circumstance, you will have five (5) days to respond to a request for consent.

## APPENDIX 'H'

### .US DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .NAME Defensive Registration, the Registrant, must also agree to the following terms:

#### 1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief

- (1) Neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party
- (2) You have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder,
- (3) You have and shall continue to have a lawful bona fide U.S. Nexus as defined in the "usTLD Nexus Requirements",
- (4) You are of legal age to enter into this Agreement, and
- (5) You agree to comply with all applicable laws, regulations and policies of the usTLD Administrator.

#### 2. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- (1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
- (2) The primary nameserver and secondary nameserver(s), if any for the domain name;
- (3) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
- (4) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

(5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

(6) Any other data NeuStar, as the Registry, requires be submitted to it, including specifically information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.).

### 3. GOVERNMENT USE OF DATA

You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

### 4. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under Domain Dispute policies set forth by Neustar. These policies are available at <http://www.neustar.us> and are hereby incorporated and made an integral part of this Agreement.

### 5. SUSPENSION, CANCELLATION OR TRANSFER

Your registration of the domain name shall be subject to suspension, cancellation, or transfer -

(1) pursuant to any usTLD Administrator adopted specification or policy, or pursuant to any Netlynx, Inc or usTLD Administrator procedure not inconsistent with a usTLD Administrator adopted specification or policy, or

(2) To correct mistakes by Netlynx, Inc or the usTLD Administrator in registering the name or

(3) For the resolution of disputes concerning the domain name.

### APPENDIX 'I'

#### .IN DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .IN domain name, you agree to be bound by the dispute policies as decided by the .IN Registry and published at <http://www.registry.in> that are incorporated herein and made a part of this Agreement by reference.

### APPENDIX 'J'

#### .EU DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .EU domain name, the Registrant, must also agree to the following terms:

## 1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief

- (1) Neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party
- (2) You have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder,
- (3) You are registering an .eu domain name as either -
  - (i) An undertaking having its registered office, central administration or principal place of business within the European Union Community, or
  - (ii) An organisation established within the EU Community without prejudice to the application of national law, or
  - (iii) A natural person resident within the EU Community;
- (4) You are of legal age to enter into this Agreement, and
- (5) You agree to comply with all applicable laws, regulations and policies of the .EU Registry. The details of the same can be obtained from <http://www.eurid.eu/>.

## 2. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- (1) the full name of the Registrant; where no name of a company or organisation is specified, the individual requesting registration of the Domain Name will be considered the Registrant; if the name of the company or the organisation is specified, then the company or organisation is considered the Registrant;
- (2) Address and country within the European Union Community
  - (i) Where the registered office, central administration or principal place of business of the undertaking of the Registrant is located or
  - (ii) Where the organisation of the Registrant is established or
  - (iii) Where the Registrant resides;
- (3) E-mail address of the Registrant
- (4) The telephone number where the Registrant can be contacted;

## 3. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under Domain Dispute policies set forth by the EU Registry. These policies are available in the EU Regulation 874/2004 at <http://www.eurid.eu> and are hereby incorporated and made an integral part of this Agreement.

## 5. SUSPENSION, CANCELLATION OR TRANSFER

Your registration of the domain name shall be subject to suspension, cancellation, or transfer -

- (1) pursuant to the rules set forth by the EU Registry within the EU Regulation 874/2004 or any other policy listed at <http://www.eurid.eu/>, or
- (2) To correct mistakes by Netlynx, Inc or the EU Registry in registering the name, or
- (3) For the resolution of disputes concerning the domain name.

## APPENDIX 'K'

### PRIVACY PROTECTION SERVICE SPECIFIC CONDITIONS

#### 1. DESCRIPTION OF SERVICES

The Privacy Protection Service hides the contact details of the actual owner from appearing in the Whois Lookup Result of his domain name.

#### 2. IMPLEMENTATION DETAILS

(1) Registrant acknowledges and agrees that the contact information being displayed in the Whois of a privacy protected Domain Order will be those designated by the Netlynx, Inc, and

(1) Any mail received via post at this Address would be rejected;

(2) Any telephone call received at this Telephone Number, would be greeted with an electronic answering machine requesting the caller to email the email address listed in the Whois of this privacy protected domain name;

(3) The sender of any email to an email address listed in the Whois of this privacy protected domain name will get an automated response email asking them to visit the URL <http://www.privacyprotect.org/> to contact the Registrant, Administrative, Billing or Technical Contact of a privacy protected domain name through an online form. This message would be relayed as an email message via <http://www.privacyprotect.org/> to the actual Registrant, Administrative, Billing or Technical Contact email address in the OrderBox Database.

(2) Registrant agrees that we can not guarantee delivery of messages to either the Registrant, Administrative, Billing, Technical Contact, or Customer of a privacy protected Order, and that such message may not be delivered in time or at all, for any reason whatsoever. Netlynx, Inc and Service Providers disclaim any and all liability associated with non-delivery of any messages relating to the Domain Order and this service.

(3) Registrant understands that the Privacy Protection Service is only available for certain TLDs

(4) Irrespective of whether Privacy Protection is enabled or not, Registrants are required to fulfill their obligations of providing true and accurate contact information as detailed in the Agreement

(5) Registrant understands and acknowledges that Netlynx, Inc in its sole, unfettered discretion, can discontinue providing Privacy Protection Services on the Order for any purpose, including but not limited to -

(1) If Netlynx, Inc receives any abuse complaint for the privacy protected domain name, or

(2) Pursuant to any applicable laws, government rules or requirements, requests of law enforcement agency, or

(3) For the resolution of disputes concerning the domain name

(4) Or any other reason that Netlynx, Inc in its sole discretion deems appropriate to switch off the Privacy Protection Services

### 3. INDEMNITY

Registrant agrees to release, defend, indemnify and hold harmless Netlynx, Inc, Service Providers, PrivacyProtect.org, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to the Privacy Protection services provided hereunder.

### APPENDIX 'L'

#### .UK DOMAIN NAME SPECIFIC CONDITIONS

If the Order is an .UK domain name, the Registrant, must also agree to the following terms:

#### 1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief

(1) You are aware that registering a .UK domain name, involves you contracting with the Nominet which is the .UK Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.nominet.org.uk/>

(2) You agree to comply with all applicable laws, regulations and policies of Nominet available on their website at <http://www.nominet.org.uk/>

#### 2. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under the Dispute Resolution Service Policy set forth by Nominet. These policies are available at <http://www.nominet.org.uk/> and are hereby incorporated and made an integral part of this Agreement

#### APPENDIX 'M'

##### .TRAVEL DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .TRAVEL domain name, the Registrant, must also agree to the following terms:

#### 1. PROVISION OF REGISTRATION DATA

Over and above the obligations already described in this Agreement, you are required to provide us the UIN (Unique Identification Number), as issued by the .TRAVEL Registry to an entity that is eligible to hold a .travel domain name.

#### 2. DOMAIN DISPUTE POLICY

You agree to be bound by the current .TRAVEL TLD Charter Eligibility Dispute Resolution Policy as well as the Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/> that are incorporated herein and made a part of this Agreement by reference.

#### APPENDIX 'N'

##### .WS DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .WS domain name, the Registrant, must also agree to the following terms:

#### 1. GOVERNMENT USE OF DATA

You understand and agree that the .WS Registry shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by You. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

#### 2. DOMAIN DISPUTE POLICY

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

#### APPENDIX 'O'

##### .COOP DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .COOP domain name, the Registrant, must also agree to

- (1) The terms and conditions of the .COOP Registration Agreement with the .COOP Sponsor DCLLC (DotCoop Limited Liability Company), available at <http://www.nic.coop/terms.asp>; and
- (2) The Verification & Eligibility Policy available at <http://www.nic.coop/verification.asp>; and
- (3) The Charter Eligibility Dispute Resolution Policy ("CEDRP") and DotCoop Domain Name Dispute Resolution Policy ("DCDRP") found at <http://www.nic.coop/dispute.asp>; and
- (4) The Transfer Policy found at <http://www.nic.coop/transferpolicy.asp>

All of the above included herein by reference

Where there is a conflict, contradiction or inconsistency between the provisions of this Appendix (.COOP DOMAIN NAME SPECIFIC CONDITIONS) and this DOMAIN REGISTRANT AGREEMENT, the provisions of this Appendix shall prevail in respect of all .COOP domain name registrations only.

In particular we draw the following to your attention:

## 2. ELIGIBILITY AND PRIVACY

You agree:

(1) To meet all eligibility requirements mandated by .COOP Sponsor for registration of a .COOP name, as set forth in the .COOP Charter set out in <http://www.icann.org/tlds/agreements/coop/sponsorship-agmt-att1-05nov01.htm>.

(2) in the event you are found not to be entitled to register a .COOP domain name for failure to meet .COOP Sponsor eligibility requirements, that the domain name may not be registered (and, if already registered, it will be deleted). You release the .COOP Sponsor from any and all liability stemming from deletion of any domain name. Deleted .COOP names will be returned to the pool of names available for registration. The privacy statement, located on the .COOP Sponsor's Web site at <http://www.nic.coop/privacy.asp> and incorporated herein by reference sets forth your and the .COOP Sponsor's rights and responsibilities with regard to your personal information.

## 3. APPLICABLE POLICIES

You agree to adhere to the .COOP policies set forth on <http://www.nic.coop>, including but not limited to the requirement that third-and-higher-level domain names within your second level domain may only be used internally by you (absent a written license from the .coop Sponsor).

## 4. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in the .COOP Sponsor's dispute policy as found at <http://www.nic.coop/dispute.asp> as it may be modified at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold your .COOP Netlynx, Inc and the .COOP Sponsor harmless pursuant to the terms and conditions set forth in the .COOP Domain Name Specific Conditions. If the .COOP Netlynx, Inc or Sponsor are notified

that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without prior approval. Netlynx, Inc may not allow you to make changes to such domain name record until (i) Netlynx, Inc is directed to do so by the judicial or administrative body, or (ii) Netlynx, Inc receives notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled.

#### APPENDIX 'P'

#### CentralNIC DOMAIN NAME SPECIFIC CONDITIONS

If the Order is either a .EU.COM, .GB.COM, .WEB.COM, .AE.ORG, .KR.COM, .US.COM, .QC.COM, .DE.COM, .GB.NET, .NO.COM, .HU.COM, .JPN.COM, .UY.COM, .ZA.COM, .BR.COM, .CN.COM, .SA.COM, .SE.COM, .SE.NET, .UK.COM, .UK.NET or .RU.COM domain name, the Registrant, must also agree to the following terms:

##### 1. GOVERNMENT USE OF DATA

You understand and agree that CentralNIC shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

##### 2. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under Domain Dispute policies set forth by CentralNIC. These policies are available at <http://www.centralnic.com> and are hereby incorporated and made an integral part of this Agreement.