

Domain registration agreement

These terms and conditions apply if You purchase or otherwise obtain domain name registration services from AC Webconnecting N.V. ("AC Web"). This Domain Name Registration Agreement ("Agreement") sets forth the terms and conditions of Your use of domain name registration and related services ("Services").

DEFINITIONS

- "You" and "Your" shall refer to Yourself as the customer and Your agents, including each person listed in Your account information as being associated with Your account and the registrant listed in the WHOIS contact information for the domain name.
- "We", "Us" and "our" refer collectively to AC Web.
- "Portal" shall mean the domain name management system provided by AC Web at <https://www.domain.com/clientarea/>, which allows You to register and manage domain names.
- "Fees" shall mean the prices for the Services as set forth in any written agreement between You and AC Web.
- "Services" shall mean any of the Services offered through the Portal, including, domain name registration, transfers, modifications, management services, or other services requested by You and provided by AC Web.
- "[Ordering Page](#)" shall mean a webpage within the Portal which lists prices for various Services described in this Agreement.

YOUR AGREEMENT

By using the Services, You agree to all terms and conditions of this Agreement, the UDRP (defined below), the URS (defined below), and any rules, policies, or agreements published in association with specific Services and/or which may be adopted or enforced by the Internet Corporation for Assigned Names and Numbers ("ICANN"), any top level domain ("TLD") name registry, or any governmental authority.

REGISTRANT'S RIGHTS AND RESPONSIBILITIES

ICANN has developed, in consultation with registrars, a webpage that identifies important registrant rights and responsibilities. The document provides a "plain language" summary of terms related to Registrant Rights and Responsibilities as set out in the Registrar Accreditation Agreement (RAA), for posting on registrar websites. While some of the terms included do not specifically refer to registrants, those terms are included because of the potential import to understanding registrar/registant relations. The document also summarizes registrant rights and responsibilities that arise within ICANN Consensus Policies and specifications, as those policies and specifications are incorporated into the RAA. The summarization of terms within this document do not override or replace the terms set forth in the RAA or within those specifications or policies. Please review these important [Registrant Rights and Responsibilities](#).

YOUR ACCOUNT

You must create an account to use the Services ("Account"). You are solely responsible for maintaining, securing, updating, and keeping strictly confidential all login IDs and passwords, and for all access to and use of Your Account by You or any third party.

- **Username and Password.** The first time You apply to use AC Web's Portal, You will be assigned a username and password. That username and password are the means through which You access certain of the Services. You acknowledge and agree that in no event will AC Web be liable for the unauthorized use or misuse of Your username and/or password. You are solely responsible for maintaining the confidentiality of Your username and password and for any unauthorized activities, charges and/or liabilities made on or through Your login name until We receive notification of any unauthorized use of Your username or passwords.
- **Account Contact Information and Domain Name WHOIS Information.** You must provide certain current, complete and accurate information about You with respect to Your Account information and with respect to the WHOIS information for Your domain name(s). Within seven (7) days of any change to such information, You must update such information as needed to keep it current, complete and accurate. You must submit the following with respect to You, the administrative, technical, and billing contacts for Your domain name registration(s) and other Services: name, postal address, e-mail address, voice telephone number, and where available, fax number. The type of information You are required to provide may change and You must provide such information and keep Your Account information current. Not providing requested information may prevent You from obtaining all Services, and may result in suspension and/or cancellation of any of Your Services, including without limitation Your domain name registrations.
- **Name-servers.** You may provide information regarding the name-servers assigned to Your domain name(s) and, if We are providing name-server services to You, the DNS settings for the domain name. If You do not provide complete name-server information, We may supply this information (and point Your domain name to a website of our choosing) until such time as You elect to supply the name-server information or until such time as You elect to specify to where Your domain name is pointing.
- **Agents and Licensees.** If, in obtaining Services, You provide information about or on behalf of a third party, You represent and warrant that You have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) obtained the third party's express written consent to the disclosure and use of that party's information as set forth in this Agreement.
- **Obligations Relating to the Account.** You represent and warrant that the statements in Your application are true and that no Services are being procured for any unlawful or abusive purpose, including but not limited to the infringement of any intellectual property right or other right; the distribution of malware; the abusive operation of botnets; phishing; fraudulent or deceptive practices; the unauthorized transfer to Yourself or any other party of any domain name or Services; counterfeiting; or any other activity in violation of any laws, rules, or regulations (the "Illegal Uses"). Providing inaccurate or unreliable information, failing to update information within seven (7) days of any change, engaging in any Illegal Uses, or failing to respond for over fifteen (15) days to inquiries by Us concerning the accuracy of Account and WHOIS contact information will constitute an incurable material breach of this Agreement and will be a basis for suspension and/or cancellation of the Services, including without limitation Your domain name registrations.

- Responsibility Relating to Communications. You are responsible for regularly monitoring email sent to the email address in Your Account. You may lose Your rights to Your domain name registration(s) and/or Your right to receive the Services if You do not respond appropriately and timely to an email sent in conjunction therewith.
- Accessing Your Account. In order to change any of Your Account or domain name WHOIS information, You must access Your Account. It is Your duty to safeguard Your Account login identifier and password from any unauthorized use. Any person in possession of Your Account login identifier and password will have both the ability and Your authorization to modify Your Account and domain name information, initiate transfers of Your domain name(s) to other registrars, initiate registrant changes to Your domain names which may terminate Your rights to use such domain name(s), update DNS changes to Your domain name(s) which may result in disruption of any website, email or other content or service associated with Your domain name(s), and take other actions which may affect or terminate Your rights and access to Your domain name(s) and/or the Services.
- Security. We will take reasonable precautions to protect the information We obtain from You from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information and such reasonable precautions include procedures for releasing Account access information to parties who claim to have lost Account access information. If We take reasonable precautions in relation thereto, IN NO EVENT SHALL WE BE LIABLE IF SUCH REASONABLE PRECAUTIONS DO NOT PREVENT THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD AND, EVEN IF WE FAIL TO TAKE REASONABLE PRECAUTIONS, OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED BY THE LIMITATION OF LIABILITY PROVISION FOUND IN PARAGRAPH 15 BELOW IN THIS AGREEMENT.
- If You contact Us alleging that a third party has unauthorized access to Your Account or domain names, We may charge You administrative Fees, currently set at fifty dollars (\$50) per hour, for our time spent in relation to the matter, regardless of whether or not We return control over the Account and/or domain name(s) to You. You will indemnify Us for any reasonable attorneys' Fees and costs We may incur in relation to the matter, even if those fees and costs accrue as a result of defending an action, or responding to a threat of an action, initiated by You or a third party.

Sharing of WHOIS Information. We will make available the domain name registration information You provide or that We otherwise maintain to the following parties: ICANN, any ICANN-authorized escrow service, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of Your domain name registration services. You irrevocably waive any and all claims and causes of action You may have, if any, arising from such disclosure or use of such information. We may make publicly available, or directly available to third parties, some, or all, of the information You provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws, including by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with Us.

ICANN may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that We may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at

<http://www.icann.org/registrars/wmrp.htm> , <http://www.icann.org/registrars/wdrp.htm> , and elsewhere on the ICANN website at <http://www.icann.org>.

TERM OF SERVICE

Unless otherwise specified on our web site or herein, each AC Web Service is for a one-year initial term, and is renewable thereafter for successive one to ten-year terms, as set forth during the renewal process or on our web site. Any renewal of Your Services with AC Web is subject to our then-prevailing terms and conditions. You acknowledge and agree that the then-current renewal price may be higher or lower than the price You paid for the initial or any subsequent term of Service.

You acknowledge that it is Your sole responsibility to keep Your own records and to maintain Your own reminders regarding when Your Services are set to expire. As a convenience to You, and not as a binding commitment, AC Web may notify You via an email message or via Your account when renewal fees are due. If for any reason You do not complete timely payment of fees in connection with Your renewal transaction, Your services will expire or be cancelled. If You select automatic renewal of Your services, AC Web may attempt to renew the services a reasonable time before expiration, for a term equivalent to Your original registration, at our then-current prices, provided Your payment information is available and up to date. If, for any reason whatsoever, AC Web is unable to successfully process any automatic renewal transaction, and You fail to remedy the problem, then Your services will expire. You agree that You are solely responsible for the payment information You provide to AC Web and must promptly notify AC Web of any changes or updates to Your payment information (e.g., change of expiration date or account number). You acknowledge that AC Web is not required to, but that We may, contact You to update Your payment information in the event that an attempted transaction is not processed successfully. You understand and agree that AC Web accepts no responsibility and shall have no liability to You or any third party in connection with the renewal of Services, including, but not limited to, any failure or errors in renewing such Services, or losses or damages related to any cancellation, discontinuation, expiration, or termination of Services as a result of such failures or errors in renewing such Services. You understand and agree that You bear the sole responsibility of renewing Your Services with AC Web by logging on to Your AC Web Account and completing the renewal process, or by taking whatever actions are required or requested by AC Web in order to complete the renewal process. In all cases, domain name renewal transactions are final, irreversible, non-refundable, and ineligible for account credit.

FEES AND PAYMENT

You agree to pay, prior to the effectiveness of the desired Services, the applicable Service fees set forth on the [Ordering Page](#) or otherwise communicated to You. In the event any of the Fees for Services change, We will use reasonable efforts to give You thirty (30) days prior notice of such changes on the [Ordering Page](#) or by other reasonable means. Please check the [Ordering Page](#) often for any changes to our Services fees. All Fees are non-refundable, in whole or in part, even if Your domain name registration is suspended, cancelled or transferred prior to the end of Your then current registration term. At our option, We may require that You pay Fees through a particular payment means (such as by credit card or by wire transfer) or that You change from one payment provider to another.

PAYMENT ISSUES

If You have an issue with credit card or other payment charges, You should contact Us regarding the issue before You contact Your credit card or other payment process company to request a charge back or reversal of the charges. In the event of a charge back by a credit card company (or similar action by another payment provider allowed by Us) in connection with Your payment of Fees for any Services, We may suspend access to any and all Accounts You have with Us, and all interests in and use of any Services, including without limitation domain name registration services, website hosting, and/or email services, and all data hosted on Our systems may be assumed by Us, as the case may be, or may be terminated. We may reinstate Your rights to and control over these Services solely at our discretion, and subject to our receipt of the unpaid Fees and our then-current reinstatement Fee set forth on the [Ordering Page](#) or otherwise communicated to You.

DISPUTE RESOLUTION

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

For the adjudication of any disputes brought by a third party against You concerning or arising from Your use of a domain name registered with AC Web or Your use of our Services, You (but not AC Web) agree to submit to subject matter jurisdiction, personal jurisdiction, and venue of the courts in Curacao, and that such dispute shall be resolved pursuant to the laws of Curacao. You agree that in the event a dispute arises with any third party, You will indemnify, defend, and hold AC Web harmless pursuant to the terms and conditions set forth in this Agreement. You agree that, if AC Web is notified that a complaint has been filed with a judicial or administrative body regarding Your use of our Services, then You will not make any changes to Your account or services without our prior approval, and that AC Web may take whatever action it deems necessary, in its sole discretion, regarding modification, assignment and/or control of the Services and/or Account, including without limitation suspension of Your ability to use, update and/or transfer Your domain name registrations. You understand and agree that, if AC Web is notified of a complaint or dispute concerning or arising from Your use of a domain name registered with AC Web or Your use of Our Services, then AC Web may submit a Registrar Certificate or relinquish custodianship and/or control over a domain name, Service, or account to a judicial or administrative body, as it deems necessary, in its sole discretion. You understand and agree that AC Web will comply, if so obligated, with all court orders,

domestic or international, directed against You and/or Your domain name registration.

Arbitration of Other Disputes Between You and Us. This Agreement will be governed by and construed under the laws of Curacao without regard to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any controversy or claim arising out of or relating to this contract or the breach thereof, except in the circumstance of non-payment by You, shall be settled in the following manner. Either party may initiate binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court with appropriate jurisdiction. Claims shall be heard by a three-member arbitration panel. The place of mediation and arbitration shall be Curacao. The award shall be made within six months of the filing of the notice of intention to arbitrate (demand), and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award of the arbitrator shall be accompanied by a reasoned opinion.

TERMINATION OR SUSPENSION OF SERVICES

You agree that, should You cancel or terminate this Agreement with AC Web, You will not receive any refund or credit of any Fees You may have paid to AC Web. Should You elect to cancel or terminate this Agreement with AC Web, You agree to provide at least thirty (30) days written notice to AC Web in the manner prescribed in this Agreement.

You agree that AC Web may terminate or suspend this Agreement or any part of its Services at any time, and without notice to You, in the event of a breach of this Agreement or if termination or suspension is or becomes required by any policy of ICANN, and applicable law, or by any governmental authority. You agree that Your failure to completely comply with the provisions of this Agreement or any rule or policy of AC Web may constitute a material breach of this Agreement. Should AC Web, as a result of any breach of this Agreement, cancel, discontinue, suspend or terminate Your Account, this Agreement, or any Services it provides to You, then no Fees will be refunded or credited to You. AC Web's failure to notify You or act upon any possible breach by You, shall not excuse You from the breach and shall not constitute a waiver of AC Web's right to notify You or act upon such breach at a later time.

EXPIRATION OF A DOMAIN NAME

Immediately after the expiration of the term of domain name registration services and before deletion of the domain name in the applicable registry's database, We may direct the domain name to name-servers and IP address(es) designated by Us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and We may either leave Your WHOIS information intact or We may change the contact information in the WHOIS output for the expired domain name so that You are no longer the listed registrant of the expired domain name.

Reactivation Period Process. For a period of thirty (30) days after expiration of the term of domain name registration services, We may provide a procedure by which expired domain

name registration services may be renewed. We may, but are not obligated to, offer this process, called the "reactivation period." You assume all risks and all consequences if You wait until close to or after the expiration of the original term of domain name registration services to attempt to renew the domain name registration services. We may, in our sole discretion, choose not to offer a reactivation period and We shall not be liable therefore. The reactivation period renewal process, if any, may involve additional Fees which We may determine. We may make expired domain name services(s) available to third parties, We may auction off the rights to expired domain name services (the auction beginning close to the end or after the end of the reactivation period), and/or expired domain name registration services may be re-registered to any party at any time.

After the Reactivation Period, if Any, We May:

Discontinue the domain name registration services at any time thereafter without notice. In which case, certain registry administrators may provide procedures by which discontinued domain name registration services may nonetheless be renewed. We may participate in this process, typically called the "Redemption Grace Period" ("RGP"), for any gTLD registry administrator that provides it. We may, in our sole discretion, choose not to participate in the RGP process with respect to any or all of Your domain name registration services and We shall not be liable therefore. If available, RGP typically ends between thirty (30) and forty (40) days after the end of the reactivation period of the domain name services. The current RGP Fee is set forth on the [Ordering Page](#) and does not include any registration Fees that will also be due. We are not obliged to contact You to alert You that the domain name registration services are being discontinued;

OR

Pay the registry's registration fee or otherwise provide for the registration services to be continued. In which case, We may then set the name-servers and the DNS settings for the domain name services in any manner We choose, We may set the DNS to point to no IP address or to IP address(es) which host parking page(s) or a commercial search engine that may display paid advertisements, and/or We may change the contact information in the WHOIS output for the expired domain name so that You are no longer the listed registrant of the expired domain name. We do not have to pay You any of the proceeds We may earn as a result. We are not obliged to contact You to alert You that the domain name registration services are being continued. The domain name will be designated as being in the extended redemption grace period ("ERGP"), and You will be allowed to assume, during the first 120 days of the then extant registration term, complete management of the domain name services, including the right to control the DNS settings, provided that You pay the ERGP Fee (which is the same as the RGP fee) plus applicable registration Fees. After the end of the 120-day period, if You do not exercise Your rights under this provision, then You have abandoned the domain name registration(s), and relinquish all interests and use of the domain names;

OR

If We auctioned the domain name registration(s) to a third party, then We may transfer the domain name registrations to such third party. In which case, the third party who won the auction for the domain names will control the domain name registration services, including control over the WHOIS information and the DNS settings. You may recover the domain name registration services prior to the end of the reactivation period, as such reactivation period may apply to You. We are not obliged to contact You to alert You that the domain name registration services will be or were auctioned. We do not have to pay You any of the proceeds We may earn as a result of such an auction.

DOMAIN RENEWAL NOTIFICATION POLICY

AC Web will send renewal notices via the registered name holder's primary email address, in accordance with ICANN's Expired Registration Recovery Policy (ERRP), before the expiration of the registrant's domain. One notice will be sent around 1 month before the date of expiration and another sent 1 week before expiration. AC Web reserves the right to send more than the required number of notices.

If the registrant allows the domain to expire, AC Web will send an additional notice to the registered name holder's primary email address 5 days after the domain's expiration.

INTERRUPTION OF DOMAIN SERVICES

You agree that AC Web may suspend, cancel, or transfer Your registration of a domain name in order (i) to correct mistakes made by Us, another registrar, or the registry in registering Your chosen domain name, or (ii) to resolve a dispute under Our dispute resolution policy.

In the event that AC Web refuses the registration of Your chosen domain name or deletes a pending registration of Your domain name within the first five (5) days of registration of such domain name, then You may receive, at AC Web's sole discretion, an account credit or refund for any applicable Fee(s) You have paid to AC Web in connection with the registration being refused or canceled, less the applicable deletion Fee. Account credit or refunds are not available in all circumstances, including but not limited to, where a domain is restored or renewed.

You further agree that AC Web, in its sole discretion and without liability to You for any resulting loss or damages, may take immediate corrective action, including, but not limited to, removal of all or a portion of Your domain services and/or deletion, suspension, cancellation, termination, or other interruption of domain services or Your Account with AC Web, at any time during the term of this Agreement, in the event of notice of any possible violation of this Agreement by You or Your end users, or if such Service or Account is used in association with morally objectionable activities, Illegal Uses, or for any reason whatsoever. In such cases, any and all Fees paid to AC Web will be non-refundable and ineligible for account credit.

CHANGE OF REGISTRAR

If You will be transferring domains to AC Web that are currently registered with another registrar, then You understand that there may be certain confirmations and procedures required by the transferring registrar in order to complete the transfer process, such as responding to e-mails acknowledging the transfer request. You agree to promptly cooperate with such procedures and You acknowledge that any delays in Your compliance with the applicable procedures may delay the effective date of such transfer to AC Web. You agree that You may not transfer Your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of Your initial domain name registration with AC Web. You understand that AC Web is only responsible for the submission of the registrar transfer request to the Registry and the adding of the domain name to AC Web's registrar database upon a successful transfer. AC Web is not responsible for any action required by the previous registrar or by their customer to either facilitate the transfer or expedite it. Transfers may take from one day to several days depending on the processes of the current registrar. Due to the time constraints involved, AC Web does not recommend that You request a registrar transfer within thirty days of the

expiration date of the affected domain name. You understand that transferring of a domain not owned by You results in AC Web performing customer service functions and often paying the previous registrar to transfer the domain back on behalf of the rightful owner. You agree to pay a transfer reversal Fee of \$120.00 for any registrar transfer affecting a domain name for which You are not the valid owner.

CHANGE OF REGISTRANT

You agree that if You initiate a transfer of registrant request through AC Web, then AC Web is authorized to process such request without requiring You to provide any notarized statements or other proof of ownership of the affected domain name, or otherwise confirming such transaction with the registrant of record. In submitting each such request, You represent and warrant that: (a) You are the rightful owner of the domain name affected by the request, (b) the change of registrant of the affected domain name will not infringe upon or otherwise violate the rights of any third party; (c) the request is not submitted for an unlawful purpose; (d) You will not knowingly use the affected domain name in violation of any applicable laws or regulations; and (e) before any such request is submitted through AC Web, You have received verification from both parties to the transfer that such transfer has been duly authorized and approved. AC Web assumes no liability with respect to any such transfers. AC Web has the right to reverse a registrant transfer request or suspend, transfer or cancel a domain name registration affected by such request for any reason, including, without limitation, if AC Web has reason to believe that a registrant transfer was consummated in error or in violation of the rights of a third party. You agree to pay a transfer reversal Fee of \$120.00 for any domain registrant transfer affecting a domain name for which You are not the valid owner.

You agree that AC Web has the authority to act as your Designated Agent as defined in [ICANN's Transfer Policy](#). As your Designated Agent, AC Web will maintain the right to approve requests to modify registrant information and changes in domain ownership, including the use of AC Web's WHOIS privacy service provider. You also expressly agree to opt out of the 60-day inter-registrar transfer lock following any Material Change of registrant information or domain ownership, as defined in [ICANN's Transfer Policy](#).

CHANGES TO THIS AGREEMENT

This Agreement may change over time, either through amendments by Us, changes to ICANN policy, applicable law or governmental authority, which may or may not be reflected in the text of this Agreement. Before any material changes to this Agreement become binding on You (other than changes resulting from a change in ICANN policy, applicable law or governmental authority), We will notify You of such changes by, for example, sending email to You at Your email address of record in your Account and/or WHOIS information. If, as a result of such a change, You no longer agree with the terms of this Agreement, then Your exclusive remedies are (a) to transfer Your domain name registration services to another registrar, or (b) to cancel Your Services, including domain name registration services, with Us. Your continued use of the Services following notification of a change in this Agreement indicates Your consent to the changes. Unless otherwise specified by Us, any such change binds You: (1) thirty (30) days after We notify You of the change, or (2) immediately if such change is a result of a new or amended ICANN policy, applicable law or governmental authority.

LIMITATION OF LIABILITY; INDEMNIFICATION

THE SERVICES ARE PROVIDED TO YOU "AS IS." EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME REGISTRAR, AC Web MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, AC Web MAKES NO REPRESENTATIONS OR WARRANTIES THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION(S), OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME(S) REGISTERED TO YOU. YOU AGREE THAT AC Web, ICANN AND/OR ANY REGISTRY OPERATOR WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (i) SUSPENSION, LOSS, OR MODIFICATION OF YOUR DOMAIN NAME REGISTRATION, (ii) USE OF YOUR DOMAIN NAME REGISTRATION, (iii) UNAVAILABILITY OF SERVICES OR ANY FEATURES THEREOF, OR ANY INTERRUPTION OF BUSINESS, (iv) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE, YOUR ACCOUNT AND/OR THE WEB SITE(S) OR OTHER SERVICES ASSOCIATED WITH YOUR DOMAIN NAME REGISTRATIONS, (v) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (vi) EVENTS BEYOND AC Web'S OR ANY REGISTRY OPERATOR'S REASONABLE CONTROL, (vii) THE PROCESSING OF YOUR DOMAIN NAME APPLICATION OR OTHER SERVICE APPLICATION, (viii) APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION) ADOPTED POLICIES, (ix) THE MISUSE OF YOUR USERNAME AND PASSWORD, OR (x) LOSSES RESULTING FROM ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT.

NEITHER AC Web NOR ANY REGISTRY OPERATOR WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF AC Web AND/OR ANY REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AC Web'S AND/OR ANY REGISTRY OPERATOR'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES, BUT IN NO EVENT GREATER THAN FIVE HUNDRED DOLLARS (\$500.00). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

You agree to defend, indemnify and hold harmless AC Web, ICANN and/or any Registry Operator (including any parents, subsidiaries, shareholders, members, officers, directors, employees, affiliates, agents and subcontractors of AC Web, ICANN and/or any Registry Operator) from any third party claim, action or demand, resulting in loss, damages or costs (including reasonable attorney's fees and expenses) due to, arising out of or related to: (i) Your use of the Services, (ii) Your application for and registration of, or failure to register or renew, a particular domain name; (iii) Your use of any domain name registered in Your name; (iv) Your breach of this Agreement; (v) any disputes involving the intellectual property rights of others; (vi) processing any registrant transfers in accordance with this Agreement; and (vii) Your use of any domain name affected by any transfer of registrant

request. This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

ADDITIONAL REGISTRY REQUIREMENTS

.CAM Registry also has additional contractual requirements that You agree to by registering domain name from this registry. You are responsible for reviewing any terms and conditions applicable to or provided by .CAM Registry as presented [here](#)