

## **Terms of Service**

### **A. INTRODUCTION**

In this Registration Agreement, the term "Registrant" refers to you, your agents, and each person listed in your account information as being associated with your account. The term "GDI" refers to Global Domains International, Inc. Registrant submits this Registration Agreement to Global Domains International, Inc., a California corporation ("GDI"), for the purpose of applying for service(s) provided by GDI. If GDI, in its sole discretion, accepts Registrant's application for GDI's service(s), Registrant agrees to be bound by these Terms of Service, the terms of the Dispute Policy (as defined in paragraph D below), the GDI Privacy Policy, and GDI's Terms of Use and other published guidelines that may be updated from time to time, all of which are incorporated herein and made a part of this Registration Agreement by reference (hereafter the "Agreement"). This Agreement explains GDI's obligations to Registrant, and Registrant's obligations to GDI in relation to the GDI service(s) Registrant purchases. By purchasing or otherwise applying for GDI service(s), Registrant agrees to establish an account with GDI for such service(s). When Registrant uses Registrant's account or permits someone else to use such account to purchase or otherwise acquire access to GDI service(s) or to modify or cancel Registrant's GDI service(s) (even if GDI was not notified of such authorization), This Agreement covers any such service or actions. The acceptance of this Agreement and the performance of GDI's service(s) will occur at GDI's offices in Carlsbad, California.

### **B. FEES, PAYMENT and SERVICE PERIOD**

(1) Domain Name Registration: As consideration for the registration of each new domain name in GDI's domain name database, assignment of such domain name to Registrant, and the services provided to Registrant by GDI under this Agreement, Registrant agrees to pay GDI the applicable monthly domain registration, SiteBuilder, hosting and forwarding fees ("Fees") as set forth at <http://website.ws/faq/> for each registered domain name. The initial term of registration is for one month and renews for successive one-month period upon payment of the applicable monthly Fees. The initial monthly Fees are due and payable in full prior to domain activation. Fees are due immediately and are non-refundable. Any renewal of registration is subject to GDI's then current Agreement and payment of all applicable renewal fees at the time of renewal. Registrant agrees that transfer of a domain name from Registrant to another owner may be subject to an administrative transfer fee determined in the sole discretion of GDI. A schedule of fees may be found on the Documentation page, which can be accessed from within your account. GDI does not guarantee the security of your domain name registration records, and Registrant assumes all risks that the password(s) selected by Registrant may be compromised as a result of fraudulent, unauthorized, or illegal activity.

(2) Forwarding Service: These Terms of Service also govern Registrant's use of GDI's web and email forwarding service (the "Forwarding Service"), which provides hosting of Registrant's domain on the GDI domain nameserver, forwarding to a single URL that Registrant designates, and email forwarding to an email address that Registrant designates. Fees in consideration for the provision of the Forwarding Service by GDI are included in the monthly Fees described in paragraph (1) above.

(3) During the domain name registration process, Registrant will be asked to provide a preferred payment method for the payment of Fees, which the Registrant may modify at any time following registration by clicking on the Preferred Payment link from within your account. So that Registrant's domain registration and other services are not lost, in the event the Registrant's preferred payment method declines, Registrant authorizes GDI to attempt to collect the Fees by using any method of payment that Registrant has previously authorized GDI to utilize. In the event Registrant modifies his or her method of payment, Registrant may request that any previously authorized payment method information be permanently removed from GDI's records, which request shall be honored by GDI. In the event Registrant has made such a request and his or her current preferred payment method is declined, Registrant understands that he or she may lose his or her domain name registration and other services hereunder if GDI is not able to obtain timely substitute payment.

### C. MODIFICATIONS TO AGREEMENT

Registrant agrees that, during the term of this Agreement, GDI may, in its sole discretion, revise the Agreement (including these Terms of Service, the Dispute Policy (as defined in paragraph D below), the GDI Privacy Policy, and GDI's Terms of Use and other published guidelines that may be updated from time to time) at any time. GDI agrees to post any such revised Agreement on the Documentation page, which can be accessed from within your account, and such revised Agreement will be binding and effective immediately upon the earlier of (1) its posting or (2) upon notification to Registrant by e-mail or United States mail to the then current address provided by Registrant. Registrant agrees to review the GDI Web site (including the current version of the Agreement) periodically to be aware of any such revisions. If Registrant does not agree with any revision to the Agreement, Registrant may terminate this Agreement at any time regardless of reason by submitting a formal Notice of Termination from within the account being canceled using the support request form for authentication purposes. Notice of Registrant's termination will be effective upon receipt and processing by GDI. GDI shall not be obligated to refund any fees paid by Registrant if Registrant terminates this Agreement. Registrant agrees that Registrant's continued use of GDI's service(s) after any revision to this Agreement becomes effective constitutes Registrant's acceptance of such revisions or changes, and Registrant agrees to abide by and be bound by any such revisions or changes. No employee, contractor, agent or representative of GDI is authorized to alter or amend the terms and conditions of this Agreement.

### D. PRIVACY POLICY

The GDI Privacy Policy, which is incorporated into and made a part of this Agreement, is located on the Documentation page, which can be accessed from within your account. The Privacy Policy sets forth Registrant's and GDI's respective rights and responsibilities with regard to Registrant's personal information. Registrant represents and warrants that Registrant has provided notice to, and obtained consent from, any third party individuals whose personal data Registrant supplies to GDI as part of GDI's service(s). Registrant further agrees to provide such notice and obtain such consent with regard to any third party personal data that Registrant supplies to GDI in the future. GDI is not responsible for any consequences resulting from Registrant's failure to provide notice or receive consent from such individuals nor for Registrant's providing outdated, incomplete or inaccurate information to GDI.

### E. DOMAIN NAME DISPUTE POLICY

GDI is not responsible for the determination of anyone's eligibility to register a domain name. Trademark law differs from country to country and, in some countries, from region to region. Registrant agrees to be bound by GDI's current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference (the "Dispute Policy"). The current version of the Dispute Policy may be found at <http://www.icann.org/en/udrp/udrp.htm>.

### F. DOMAIN NAME DISPUTE POLICY CHANGES OR MODIFICATIONS

Registrant agrees that GDI, in its sole discretion, may change or modify the Dispute Policy. GDI agrees to post any such revised policy on its Web site at <http://www.icann.org/en/udrp/udrp.htm>, and such revised policy will be binding and effective immediately upon its posting. Registrant agrees that Registrant's maintaining the reservation or registration of Registrant's domain name after changes or modifications of the Dispute Policy become effective constitutes Registrant's acceptance of the changes or modifications, and Registrant agrees to abide by and be bound by any such changes or modifications. If Registrant does not agree with any such change or modification, Registrant may terminate this Agreement in accordance with the procedures specified in paragraph C above and request that its domain name be deleted from GDI's domain name database. GDI shall not be obligated to refund any fees paid by Registrant if Registrant terminates this Agreement.

### G. DOMAIN NAME DISPUTES

Registrant agrees that, if the registration of its domain name by GDI is challenged by any third party, Registrant will be subject to the provisions of the Dispute Policy in effect at the time of the dispute. Registrant agrees that in the event a domain name dispute arises with any third party, Registrant will

indemnify and hold GDI harmless pursuant to the terms and conditions set forth below in this Agreement. If GDI receives notification that a complaint has been filed with a judicial or administrative body regarding Registrant's use of GDI's domain name registration services, Registrant agrees not to make any changes to Registrant's domain name record without GDI's prior approval. GDI, in its sole discretion, may prohibit Registrant from making changes to such domain name record until (1) GDI is directed to do so by the judicial or administrative body, or (2) GDI receives notification by Registrant and the other party contesting Registrant's registration and use of GDI's domain name registration services that the dispute has been settled. Furthermore, Registrant agrees that if Registrant is subject to litigation or proceeding regarding Registrant's registration and use of GDI's domain name registration services, GDI may deposit control of Registrant's domain name and domain name record into the registry of the administrative or judicial body conducting such litigation or proceeding.

#### H. OWNERSHIP

Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the GDI services identified herein ("GDI Intellectual Property Rights") are owned by GDI or its licensors, and Registrant agrees to make no claim of interest in or ownership of any such GDI Intellectual Property Rights. Registrant acknowledges that no title to the GDI Intellectual Property Rights is transferred to Registrant, and that Registrant does not obtain any rights, express or implied, in the GDI services or its licensors' services, other than the rights expressly granted in this Agreement. To the extent Registrant creates any Derivative Work of any GDI Intellectual Property, such Derivative Work shall be owned by GDI and all right, title and interest in and to each such Derivative Work shall automatically vest in GDI. GDI shall have no obligation to grant to Registrant any right in any such Derivative Work.

#### I. AGENTS

Registrant agrees that if this Agreement is completed by an agent for Registrant, such as an internet service provider, administrative contact/agent, employee or other representative of Registrant (each an "Agent"), Registrant is nonetheless bound as a principal by all terms and conditions herein, including the Dispute Policy. Registrant agrees that by continuing to use the services of GDI, Registrant shall be deemed to have ratified any unauthorized actions of Registrant's Agent. In addition, Registrant is responsible for any errors made by Registrant's Agent. GDI shall not be obligated to refund any fees paid by Registrant or Registrant's Agent for any reason.

#### J. LIMITATION OF LIABILITY

GDI disclaims any and all loss or liability to Registrant for any and all loss Registrant may incur resulting from or in connection with, but not limited to: (1) GDI's processing of this Agreement; (2) GDI's processing of any authorized modification to the domain name record during the covered period; (3) Registrant's, or Registrant's Agent's, or Registrant's internet service provider's, failure to pay either the initial registration fee or any renewal fee; (4) the application of the provisions of the Dispute Policy; (5) access delays or access interruptions; (6) data non-delivery; (7) acts of nature; (8) errors, omissions or misstatements in any and all information or services provided under this Agreement; (9) deletion or failure to store e-mail messages; (10) the development or interruption of Registrant's Web site; or (11) any action or omission of a third party with whom Registrant enters into an agreement as a result of any promotion, advertisement or sponsorship related to, or in connection with, any service(s) of GDI. REGISTRANT AGREES THAT GDI'S ENTIRE LIABILITY, AND REGISTRANT'S SOLE AND EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY GDI SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE

LESSER OF (1) THE AMOUNT REGISTRANT PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT OR (2) FIVE HUNDRED U.S. DOLLARS (\$500.00). IN NO EVENT SHALL GDI, ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM GDI) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF GDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, GDI'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. REGISTRANT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF GDI'S SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

#### K. INDEMNITY

Registrant agrees to release, indemnify, and hold GDI, in GDI's capacities as the registry and a registrar, and GDI's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from and against all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising in connection with Registrant's use of the services provided by GDI, a third party's use of GDI's services from Registrant's computer, Registrant's registration or use of a domain name and actual or alleged infringement by Registrant or its Agent(s), of intellectual property rights, privacy rights or any other rights of third parties, including, without limitation, trademark dilution by Registrant, or a violation of the Agreement. If GDI is threatened with suit or sued by a third party, GDI may seek written assurances from Registrant concerning Registrant's promise to indemnify GDI. Registrant's failure to provide those assurances may be considered by GDI to be a material breach of this Agreement.

#### L. BREACH

Registrant agrees that failure to abide by any provision of this Agreement, the Dispute Policy or the Terms of Use, Registrant's willful provision of inaccurate, unreliable, or false information at any time, Registrant's failure to update Registrant's information to keep it current, complete or accurate, or Registrant's failure to respond for over ten (10) calendar days to inquiries from GDI concerning the accuracy of the contact details associated with Registrant's domain name registration or use of GDI's service(s) shall be deemed by GDI to be a material breach by Registrant. GDI may provide a written notice, describing the breach, to Registrant. If, within ten (10) calendar days of the date of mailing of such notice, Registrant fails to provide evidence, which is reasonably satisfactory to GDI, that it has not breached its obligations, then GDI may delete Registrant's registration of its domain name and/or terminate the other service(s) of GDI that Registrant is using without further notice. Any such breach by Registrant shall not be deemed to be excused simply because GDI did not act earlier in response to that breach, or any other breach, by Registrant. GDI shall not be obligated to refund any fees paid by Registrant if GDI terminates this Agreement.

#### M. NO GUARANTY

Registrant agrees that, by registration of a domain name, such registration does not confer immunity from objection to either the registration or use of the domain name.

#### N. REPRESENTATIONS AND WARRANTIES

Registrant represents and warrants by submitting this Agreement that: (1) to the best of Registrant's knowledge and belief, the information submitted to GDI by Registrant or Registrant's Agent is true and correct, and that any future changes to this information will be provided to GDI in a timely manner according to the domain name and other applicable modification procedures in place at that time; (2) to the best of Registrant's knowledge and belief, neither the registration of Registrant's domain name nor the manner in which Registrant intends to use such domain name will directly or indirectly infringe the legal rights of a third party; (3) Registrant has all requisite power and authority to execute this Agreement and to perform Registrant's obligations hereunder; (4) Registrant is of legal age to enter into

this Agreement; and (5) with respect to the Forwarding Service only, Registrant has the necessary rights to use the Forwarding Service to forward, point, alias or resolve Registrant's domain name(s) to the other domain name designated by Registrant in ordering such Forwarding Service. Registrant agrees that use of GDI's service(s) is solely at Registrant's own risk. Registrant further agrees that all of GDI's service(s) are provided on an "as is" and "as available" basis. Any breach of any of these representations and warranties by Registrant will constitute a material breach of this Agreement.

O. DISCLAIMER OF WARRANTIES REGISTRANT AGREES THAT REGISTRANT'S USE OF GDI'S SERVICES SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT ALL OF GDI'S SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. GDI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GDI MAKES NO WARRANTY THAT GDI'S SERVICE(S) WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT SUCH SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES GDI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF GDI'S SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GDI SERVICES IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO REGISTRANT'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. GDI MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF ITS SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY REGISTRANT FROM GDI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO REGISTRANT. GDI SHALL HAVE NO RESPONSIBILITY FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY REGISTRANT FROM A THIRD PARTY.

#### P. REVOCATION

Registrant agrees that GDI may terminate Registrant's contractual right to use GDI's service(s) if the information Registrant provides pursuant to this Agreement, or subsequent modification(s) thereto, contains false or misleading information, or conceals or omits any information GDI would likely consider material to its decision to approve this Agreement and continue to provide services hereunder. Registrant agrees that GDI may terminate any of its service(s), including domain name registration service(s), in the event that Registrant uses such service(s) for any improper purpose, as determined in the sole discretion of GDI. Registrant further agrees that GDI may suspend, cancel or transfer Registrant's domain name registration in order to correct mistakes made by GDI in registering Registrant's chosen domain name or to resolve a dispute under the Dispute Policy. GDI shall not be obligated to refund any fees paid by Registrant if GDI terminates its services.

#### Q. RIGHT OF REFUSAL

GDI, in its sole discretion, reserves the right to refuse to register Registrant's requested domain name or provide Registrant with any other GDI service(s), or to delete Registrant's domain name within the first thirty (30) calendar days from receipt of Registrant's payment of the registration fee. Registrant agrees that the submission of this Agreement does not obligate GDI to accept this Agreement. Registrant agrees that GDI shall not be liable for loss or damages that may result from GDI's refusal to accept this Agreement, GDI's registration or deletion of Registrant's domain name or GDI's refusal to provide any other service(s).

#### R. SEVERABILITY

Registrant agrees that the terms of this Agreement are severable. If any term or provision of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the parties

nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the remaining terms or provisions shall continue to be binding and remain in full force and effect.

#### S. ENTIRETY

Registrant agrees that the terms of this Agreement, the Dispute Policy, the Privacy Policy, the Terms of Use and any other rules and policies published by GDI are the complete and exclusive agreement between Registrant and GDI regarding the services provided to Registrant by GDI hereunder and supersede all prior representations, agreements and understandings, whether established by custom, practice, policy or precedent.

#### T. NON-ASSIGNMENT

Registrant's rights under this Agreement are not assignable. Any attempt by Registrant to assign Registrant's rights shall render this Registration Agreement voidable at GDI's option. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, garnishment or otherwise, shall render this Agreement voidable at GDI's option.

#### U. FORCE MAJEURE

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, fire, flood, natural disaster, storm, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described herein extends for period in excess of thirty (30) days in the aggregate, GDI may immediately terminate this Agreement.

#### V. GOVERNING LAW

Registrant agrees that this Agreement shall be governed in all respects by and construed in accordance with the internal laws of the State of California, United States of America, without reference to California's conflict of law principles. By submitting this Agreement, Registrant hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in the County of San Diego, California.

#### W. WAIVER

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of GDI. The failure of GDI to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Registrant agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### X. WEB EMAIL AND WEB TEMPLATES

GDI currently provides all Registrants with access to Web Based e-mail and Web Templates services (hereafter the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new GDI properties, shall be subject to the Agreement. Registrant understands and agrees that the Service is provided "AS-IS" and that GDI assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store, any user communications or personalization settings. With regard to the Service, Registrant agrees as follows:

- (1) GDI is concerned about the safety and privacy of all its users, particularly children. If Registrant adds a child or children to Registrant's e-mail account, Registrant certifies that Registrant is at least 18 years old and that Registrant is the parent or legal guardian of any such child or children.

(2) GDI does not pre-screen content posted by Registrants through the Web Template service ("Content"). GDI shall have the right (but not the obligation) to monitor any and all Content posted on the free Web Templates and in its sole discretion lock, move or remove any Content that it deems to be objectionable that is posted via the free Web Templates. All adult Content is prohibited. Without limiting the foregoing, GDI shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. Registrant agrees that he or she must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

(3) Registrant acknowledges and agrees that GDI may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of the Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of GDI, its users and the public.

(4) Registrant understands and agrees that the technical processing and transmission of the Service, including Registrant's Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

(5) The Service is provided to individuals only. Any unauthorized commercial use of the Service, or the resale of its services, is expressly prohibited. GDI does not, and cannot, monitor, censor or edit the contents of e-mail messages transmitted via the Service. Users alone are responsible for the contents of their messages, and the consequences of any such messages. Registrant agrees to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under Registrant's account or password, including the content of Registrant's transmissions through the Service. By way of example, and not as a limitation, Registrant agrees not to: i) Use the Service in connection with chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise); ii) Harvest or otherwise collect information about others, including e-mail addresses, without their consent; iii) Create a false identity or forged e-mail address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message; iv) Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; v) Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; vi) Transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs; vii) Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service viii) Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks; ix) Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means x) Interfere with another user's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

(6) Registrant agrees to indemnify and hold GDI, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content that Registrant submits, posts, transmits or makes available through the Service.

(7) Registrant acknowledges that GDI may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that e-mail messages may be stored, the maximum number of e-mail messages that may be sent from or received by an account on the Service, the maximum size of any e-mail message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on GDI's servers on Registrant's behalf, and the maximum number of times (and the maximum duration for which) that Registrant may access the Service in a given period of time. Registrant agrees that GDI has no responsibility or liability for the deletion or failure to store any messages and

other communications or other Content maintained or transmitted by the Service. Registrant further acknowledges and agrees that GDI reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

(8) GDI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Registrant agrees that GDI shall not be liable to Registrant or to any third party for any modification, suspension or discontinuance of the Service.

(9) Registrant agrees that GDI, in its sole discretion, may terminate Registrant's password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if GDI believes that Registrant has violated or acted inconsistently with the letter or spirit of the Agreement. GDI may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. Registrant agrees that any termination of Registrant's access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledges and agrees that GDI may immediately deactivate or delete Registrant's account and all related information and files in Registrant's account and/or bar any further access to such files or the Service. Further, Registrant agrees that GDI shall not be liable to Registrant or any third-party for any termination of Registrant's access to the Service.

(10) REGISTRANT EXPRESSLY UNDERSTANDS AND AGREES THAT GDI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF REGISTRANT'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

Y. THIS IS GLOBAL DOMAINS INTERNATIONAL REGISTRATION AGREEMENT VERSION NUMBER 1.0. This Agreement is only for registrations under the top-level domain: .WS and the other services included herein. By completing and submitting this Agreement for consideration and acceptance by GDI, Registrant agrees that Registrant has read and agrees to be bound by paragraphs (A) through (U) above.