

Registration Technologies, Inc.

400 Putnam Pike STE D203
Smithfield, RI 02917-2442

<http://www.RegistrationTek.com/>

Terms of Service:

Web Hosting, Electronic Mail, Whois Envoy and other Non-Registration Services

Version 1.2

1 Purpose and Scope

1.1 Non-Registration Services

This Agreement governs the Terms of Service ("ToS") for services other than domain registration ("Non-Registration Services") which may be provided to you by us, Registration Technologies, Inc. ("Service Provider"), including web hosting and electronic mail ("e-mail") services. This entire Agreement applies to you in its entirety and will continue to apply to you in its entirety regardless of whether you actually utilize all of the services described or whether you change which services you use. Your use of our services and access to our accounts indicates your acceptance of these Terms of Service. For customer convenience, we may provide a common user interface which allows customers to control both Registration Services and Non-Registration Services, but this will not in any way affect the scope of the agreements governing our relationship with you.

1.2 Governing Law and Language

We both agree that this Agreement will be governed by the law of the State of Rhode Island, in the United States, and that disputes arising from this Agreement will be subject to jurisdiction there. Although we may translate this Agreement into other languages for convenience, the definitive version is the one in English. You agree that for purposes of this Agreement you will be subject to the jurisdiction of the courts where we are domiciled (that is, the State of Rhode Island, in the United States) and also where you are domiciled, without prejudice to any other potentially applicable jurisdictions.

1.3 Complete Agreement

Except where explicitly provided, this Agreement sets forth the full and complete Agreement between you and us regarding all matters to which it pertains. No waiver of any provision of this Agreement shall be binding unless in writing and signed by the party waiving compliance with such provision, and no waiver of any provision of this Agreement shall be deemed to waive any other provision.

1.4 Changes to this Agreement

We reserve the right to change this Agreement from time to time as necessary to protect our interests, to clarify in the face of unforeseen circumstances, to take account of the evolving legal and regulatory framework surrounding Internet practices, or for other important business needs. If we change this Agreement, we will post the new version of the Agreement and an informal summary of changes. Any changes we make will be consistent with the spirit of this Agreement, and will try to preserve the basic rights and honor the promises each of us makes to the other. If we change this Agreement, your continued use of services provided by us constitutes your acceptance of all changes.

1.5 Assignment or Transfer

We may assign or transfer our rights and obligations under this Agreement. For example, if we merge with another company, then that new or different company will uphold our part of this Agreement.

1.6 Severability

If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the rest of this Agreement shall continue in force to the maximum extent possible.

1.7 Absolute Limitation of Liability

YOUR USE OF OUR SERVICES, INCLUDING FOR THE STORAGE OF DATA, IS AT YOUR SOLE RISK. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, OUR MAXIMUM LIABILITY TO YOU SHALL NOT EXCEED THE FEES YOU HAVE PAID TO US, AND YOUR EXCLUSIVE REMEDY SHALL BE THE RECOVERY OF THE FEES YOU HAVE PAID TO US. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATION OF OR ACTION IN CONNECTION WITH THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM 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. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, NOR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THIS LIMITATION OF LIABILITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

1.8 Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS US AND OUR SERVICE PROVIDERS, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, RESELLERS, AND AGENTS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, ARISING OUT OF OR RELATING TO YOUR USE OF OUR SERVICES, INCLUDING ALLEGATIONS OF ANY INAPPROPRIATE, ILLEGAL, OR INFRINGING USE (INCLUDING BUT NOT LIMITED TO CLAIMS OR ACTIONS FOR LIBEL, DEFAMATION, VIOLATION OF PRIVACY RIGHTS, VIOLATION OF RIGHTS TO PUBLICITY, PLAGIARISM, INFRINGEMENT OF COPYRIGHT, INFRINGEMENT OF PATENT, INFRINGEMENT OF TRADEMARK OR TRADE DRESS, CYBERSQUATTING, OR DOMAIN NAME DISPUTES), REGARDLESS OF WHETHER SUCH ALLEGATIONS ARE TRUE OR NOT. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. We may, under certain circumstances, request written assurances or evidence from you in support of such indemnification, and we may cancel or suspend your accounts and services if you are unable or unwilling to provide these assurances.

2 The Internet

You agree that the principal purpose of our services is to facilitate access to the public Internet, and you acknowledge that we do not control or administer the public Internet. You acknowledge that any activity on the public Internet will result in your incurring some inherent risk. You agree to accept inevitable interactions with complete strangers on the public Internet and acknowledge that your publication by any means on the Internet, including web publishing, may make your material accessible to a wide variety of complete strangers and search engines. You acknowledge that Internet data in general and e-mail messages in particular are inherently insecure, may be forged, and could be intercepted by hostile parties. You acknowledge that e-mail messages can be lost, misdelivered, or otherwise unintentionally revealed. You acknowledge that computer viruses or unknown threats may be transmitted by e-mail messages or other means, and you are responsible for taking precautionary measures to prevent possibly costly damage to your computer and the computers of your organization and correspondents. You acknowledge that you may receive e-mail or other communications which you may find objectionable or annoying.

3 Accounts and Users

3.1 Services Provided

We do not provide services beyond those specifically contracted. For example, if you have contracted web hosting from us, that does not necessarily include web site design services. Unless you have specifically contracted data backup services from us, we do not necessarily provide any backup of your data against loss, even if such loss occurs as a result of our own fault, and it is your responsibility to back up your data.

3.2 Truthful Identity

You must provide to us true and accurate information about your identity, including your name, physical address, voice telephone number, and e-mail address. If you are a corporation or organization, you must provide to us the name of a real person who will serve as your representative to us, and we may choose not to discuss your account information with anyone other than the designated representative. If your information changes, you must provide us with updated information. If we are unable to contact you on the basis of the information you provide when we have a need to do so, or if we have reason to believe your information is not true and accurate, you agree that we may disable your accounts and services.

3.3 Privacy Policy

3.3.1 Information Collected

When you buy services from us, we need to know personally identifying information about you, including your name, e-mail address, company name if applicable, postal mailing address, a home phone, work phone, fax number, your credit card number and expiration date. We need this information to provide services to you and to contact you in the event of a problem. We may use the information for our own marketing and promotion. We may use your contact information if we need to reach you regarding administrative or technical issues, or if we need to notify you of changes in our policies and services. We may store information about you in a file, and we may keep this together with correspondence we have had with you. We may use this information to resolve disputes or enforce our Terms of Service.

3.3.2 Disclosure

We do not disclose any personally identifiable information about you, such as your name, mailing address, email address or telephone number, to any third party except as necessary for business purposes such as charging your credit card or to the extent ICANN or any applicable domain name registry requires us to. Except for our own business purposes, we will not disclose any information about any individual user except to comply with applicable law or valid legal process, or to protect the safety of our users or the public. We may choose to disclose information about our users under rare and special circumstances that include but are not limited to complying with the law, or assisting in rectifying an unjust action.

3.3.3 Systems Integrity

We will use our best efforts to maintain, but we do not guarantee, the privacy of e-mail, network use, and the contents of user directories or files.

3.4 Responsibility

When you purchase services from us, you may be issued accounts which allow you certain access privileges to our systems, including but not limited to login access, file storage access, or e-mail sending and receiving access. Any use of these accounts, especially when authenticated to us by the use of a password or other means, will be presumed to be by you or authorized by you, and you will be fully responsible for all such accesses and the consequences of such accesses. We reserve the right to honor any request for any transaction that we believe has been properly authenticated by your password. You must take all necessary precautions to prevent the disclosure of passwords to unauthorized persons. Even if we employ additional means of providing security to our system, such as encryption, your password is critically important and ultimately provides the only line of defense for your account. If the security of your password is compromised in any way, you must notify us immediately and allow us to take corrective action. An unauthorized person in possession of your password

might be able to temporarily or permanently disable your services, delete your files, change the appearance of your web sites, send e-mail claiming to be you, intercept your e-mail, or expend money charged to you.

3.5 Security

You must not attempt to interfere with our systems and their ability to provide the services which they are intended to provide, nor may you attempt to compromise the security of our systems. You agree that we may, in our sole judgment, take whatever actions we deem reasonable and necessary to preserve security, with or without prior notice to you, including but not limited to disabling your accounts and services. If we take such action, we will attempt to notify you as soon as practicable. If you become the target of a network attack, even through no fault of yours, you agree that it may be necessary for us to limit or suspend service to you in order to protect our systems and our other customers.

4 Acceptable Use

4.1 Prohibited Actions

You must not engage in nor attempt to engage in anti-social or harmful conduct using the accounts and services we provide to you, directly or indirectly, including but not limited to:

- Sending mass, unsolicited e-mail;
- Maintaining a web site advertised by mass, unsolicited e-mail;
- Distribution of software or lists for mass e-mailing;
- Sending e-mail or conveying other data which seeks to forge or obscure its origin or source;
- Participating in chain e-mail;
- Attacking web servers, e-mail servers, or any other systems;
- Probing other hosts or networks without their explicit permission;
- Creating load for the purpose of or having the effect of denial of service;
- Accessing Usenet news or mailing lists for improper posting or unrelated cross-posting;
- Facilitating access to our services by persons who are not our customers without payment to us;
- Making any part of the Internet inaccessible or degraded from any other part of the Internet.

4.2 Illegal Actions

You must not engage in nor attempt to engage in illegal actions or any activity which adversely affects our legal interests or the legal interests of our other customers, including but not limited to:

- Commercial solicitation of children without permission of parent or guardian;
- Cracking/Hacking, that is, attempting to access accounts or systems other than your own accounts or systems, or an account or system that you have been explicitly authorized to access;
- Child pornography;
- Obscenity;
- Gambling or lotteries, especially if interstate;
- Pyramid schemes or fraud;
- Theft of services;
- Harassment or stalking, to the extent legally prohibited;
- Threatening or soliciting harm against any person.

This is not an exhaustive list, and we do not intend to imply that actions not specifically listed are legal or acceptable; if you are in doubt, you must consult a competent attorney.

4.3 High-Volume Uses

You acknowledge that you must give us explicit notice and obtain our explicit permission before posting any material or taking any action which could be expected to lead to an unusually high demand being placed upon

our systems, including but not limited to the offering of pornographic images or multimedia files, and running any sort of contest where participation is by e-mail or web access. In this context, "demand" includes the peak instantaneous rate at which data will be requested, regardless of the average rate of access across your billing period, whether such requests can be satisfied or not.

4.4 Legal Use Only

All data stored or transmitted must be legal under all applicable laws and must not further any illegal purpose. You are solely responsible for determining the legality of data which is stored or transmitted. Our policy is to cooperate fully with *bona fide* law enforcement in investigations of potentially illegal activity.

4.5 Copyright Infringement

You, the subscriber, are solely responsible for assuring that you do not infringe copyright. We will follow this procedure regarding allegations of infringement in order to protect our immunity under the law:

4.5.1 Notice of Alleged Infringement

An allegation of infringement must be sent to "Copyright Agent" at our postal address specified elsewhere in this document or via e-mail to copyright@registrationtek.com, and must specify (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed, (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site, (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Service Provider to locate the material, (iv) information reasonably sufficient to permit the Service Provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted, (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If we receive a notice that partially but not fully complies with these requirements, we will attempt to notify the complainant and take other reasonable steps to obtain a notice that does fully comply.

4.5.2 Removal or Disabling Access

If we receive a notice of alleged infringement which we believe complies with our requirements, we will remove or disable access to the contested material or which we believe is related to or similar to the contested material. We will do so expeditiously and will have no liability for our decision to remove or disable access. We will take reasonable steps promptly to notify you that we have removed or disabled access to the material.

4.5.3 Counter-Notice Denying Infringement

If, after we have removed or disabled access to your material, you deny the alleged infringement, then you may send a counter-notice to our "Copyright Agent" at our postal address specified elsewhere in this document or via e-mail to copyright@registrationtek.com, and this counter-notice must contain (i) a physical or electronic signature by you, (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled, (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled, (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which the Service Provider may be found, and that you will accept service of process from the person who provided notice of alleged infringement or an agent of such person.

4.5.4 Restoration or Enabling Access

Upon receipt of a counter-notice which we believe complies with our requirements, we will promptly provide the person who provided the notice of alleged infringement with a copy of the counter-notice, and we will

inform that person that we will replace the removed material or cease disabling access to it in 10 business days. We will then in not less than 10 nor more than 14 business days following our receipt of the counter-notice replace the removed material or cease disabling access to it, unless our designated agent first receives notice from the person who submitted the notice of alleged infringement that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our system or network.

4.6 Reserved E-Mail Addresses

We may intercept and respond to e-mail sent to the special mailboxes "postmaster" and "abuse" even if this e-mail is sent to these mailboxes at your domain, and you should therefore avoid the use of these addresses. These addresses are typically used by convention to report technical problems or other issues which are more likely to involve us than you. We respect that e-mail sent to your domain is yours, and we will not intercept e-mail sent to any other mailboxes at your domain.

5 Payment

5.1 Service Contract

A Service Contract will be executed with you specifying which of our services you will be able to use and the fees you will be charged.

5.2 Invoices

We will invoice you periodically in accordance with your Service Contract. Fees will be due upon invoice. In general, you will be expected to pay all service fees in advance; for example, the fees due for service in July will be due before July 1. If you have arranged to pay us by credit card, then we may place charges upon your credit card and such charges shall be in place of an invoice, but we will send an invoice in such cases if one is specifically requested.

5.3 Special Charges

If we become aware of special charges for services used by you, such as excess bandwidth or storage consumption beyond what is included in your Service Contract, we reserve the right to invoice you or charge your credit card immediately if these charges exceed US\$50.

5.4 Resource Limits

Where no specific limit has been agreed to or specified in your Service Contract for the consumption of our resources by you, it is understood that the consumption of resources in excess of that which is in our judgment reasonable and prudent shall be prohibited and we may impose limits as needed. We will not charge you for the consumption of resources except as provided in your Service Contract, but we may deny you access to these resources to the extent we feel is justified to protect ourselves and our other customers.

5.5 Overdue Payments

If your payments are overdue, we may limit or disable some or all of your access to our services. Any failure by us to limit or disable your access to our services shall in no way excuse your liability for accumulated services actually provided. If your payments are substantially overdue, we may choose to regard this as a termination of services by you.

5.6 Termination

Unless provided otherwise in your Service Contract, either you or us may terminate service upon notice to the other party by signed letter sent by postal mail or fax. We may choose to accept termination notice by e-mail or a form on our web site, but we may require confirmation by signed letter. If you terminate service partially through a billing period, you will be liable for the full amount of any services used in the full billing period; you may notify us in advance of termination effective at the close of a billing period. If we terminate service partially through a billing period, we will refund the unused portion of your payment on a pro rata basis.

6 Free or Bundled Services

6.1 Qualifying Services

This Agreement inclusively governs all Non-Registration Services that we provide for free or at no additional cost in combination with other qualifying services, including where the qualifying services are Registration Services. Where the qualifying service is a Registration Service, it will continue to be governed entirely by our Registrant Agreement. Domain name service ("DNS") and web forwarding for domains registered with us are examples of such free Non-Registration Services that would be governed by this Agreement. We may elect to modify, limit, or terminate such free services at any time. Any payments for Registration Services shall be deemed to be entirely for such Registration Services, and you will not be entitled to any refund because of changes we make to free services that may have been offered in combination with Registration Services.

6.2 Conversion to Fee-Based Services

If we change our policy and decide to charge fees for services you are using which we previously offered for free, we will either offer you the opportunity to discontinue the service or to begin paying for it. We may, but will not necessarily be obligated to, continue providing such services to some or all of our existing customers for free or at a discount on a "grandfather" basis.

6.3 Resource Limits

It is understood that the consumption of resources in excess of that which is in our judgment reasonable and prudent shall be prohibited and we may impose limits as needed. If we believe that you are consuming resources in connection with free services at a rate which is unfair to our other customers, we may offer you the opportunity to pay to continue such services.

6.4 Reduced Customer Service

We may choose to provide customer service at a reduced priority to assist you in using our free services or to discontinue customer service for free services entirely. We may also choose to provide fee-based customer service to assist you in using our free services.

Additional Terms and Conditions for Our Whois Envoy Service

7 Terms Specific to Our Whois Envoy Service

7.1 Additional Terms

The terms of this section are in addition to, not in lieu of, all other terms in this agreement. All terms in this section come into full effect if and when you use any aspect of Whois Envoy and these terms shall survive your discontinued use of that service unless specified otherwise herein.

7.2 Limited Agency for Reception, Review and Forwarding of Non-Electronic Correspondence

You request and grant permission for us to act as your agent for the limited and narrow purpose of receiving, reviewing and forwarding non-electronic correspondence which is sent to us on your behalf. Although we are your agent for this limited purpose, you still have, and we do not have, responsibility for resolving all disputes of any nature that may arise concerning your domain registration(s) and the use thereof.

7.3 Contact Listing in Whois

You understand and request that contact information assigned to your domain, whether it be your personal contact information or that of any of your agents, be listed in the public "Whois" system in a way we have deemed necessary to facilitate this service for you. You further understand that this listing method may change from time to time and you consent in advance to these changes. Although Whois will not list your direct

contact information, you retain full ownership and control of your domain name as governed by our registrant agreement.

7.4 You Provide Accurate Contact Information to Us

As required and specified herein and in our Registration agreement, you agree to provide us with accurate contact information for yourself or any agent authorized to act on your behalf and to keep this information current as long as we are the registrar for any of your domain names.

7.5 Non-Disclosure of Information by Us NOT Guaranteed

In general while you are using this service we will not disclose your personal information. However, this does not constitute any guarantee that your information will not be disclosed and we will disclose it if, in our sole discretion, a good reason arises to do so. In particular, we will disclose your information to the extent necessary to comply with contractual obligations imposed upon us by ICANN or any domain name registry. Additionally, we will disclose your personal information upon written request by a bona fide law enforcement agency or whenever ordered to by a court of competent jurisdiction.

7.6 Acceptable Use

In addition to other restrictions on your use of our services specified herein and in our Registration agreement, you agree not to use this service as a general-purpose correspondence forwarding service. In particular, you agree not to provide the information listed for you, your domain name(s) or your agents during your use of this service to any entity for the purpose of sending or receiving correspondence of any type and by any means whether paper, electronic, phone or otherwise.

7.7 Termination of Whois Envoy Service by You

You may terminate your use of Whois Envoy at any time by simply turning it off for all contact records maintained in your account(s). When you do this, the information in your contact records (that is, your actual contact information) will be listed directly in Whois. You understand and accept that the contact information we listed may have been harvested and that we may still receive postal correspondence for you. In this event we may treat the correspondence as if the service was still in force.

7.8 Termination of Whois Envoy Service by Us

We may cancel or discontinue your use of this service at any time, with or without notice to you. In particular, any verified complaint that you have been sending SPAM is likely to result in termination of this service. Also, if you use this service as a general-purpose correspondence service we will terminate this agreement. Should we do this, the information listed in Whois will be your direct contact information that you provided to us. If you paid any fee for this service it will be refunded on a pro-rata bases. We may or may not continue to forward your correspondence as we see fit.

7.9 Forwarding of Correspondence at Our Sole Discretion

7.9.1 We Decide What Correspondence is Worth Forwarding

You request, agree and understand that we may receive and forward correspondence for you that are addressed to our facility. Further, you request, agree, acknowledge and understand that we will only forward correspondence that we, in our sole discretion, deem to be of a useful nature and that all other correspondence, especially that normally considered “junk mail,” will be destroyed.

7.9.2 You Agree That We Need To Open & Review Your Correspondence

You agree, acknowledge and understand that we may open and review your correspondence that is sent to our facility for the limited purpose of determining whether or not it should be forwarded to you.

7.9.3 We Decide How to Forward the Correspondence

You agree, acknowledge and understand that any correspondence that we, in our sole discretion, deem appropriate for forwarding may be forwarded in any manner we choose, including but not limited to postal mail, courier service, fax or being scanned and emailed or posted on a secure web site for you to pick up.

7.10 Forwarding Fees

If you receive correspondence that we decide should be forwarded but cannot be forwarded for minimal expense, such as but not limited to a large courier package, we will contact you to determine if you want the correspondence forwarded to you at your expense. You can elect to have the correspondence delivered at your expense or destroyed. If we contact you using the information you have given us in your account or contact records and you do not respond within 14 calendar days you agree that we may destroy the correspondence.

7.11 Indemnification and Limitation of Liability

THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS HEREIN SHALL APPLY IN ALL EVENTS, INCLUDING BUT NOT LIMITED TO THE EVENT THAT DAMAGES ARISE FROM THE DELIBERATE OR INADVERTENT RELEASE OF YOUR DIRECT OR ACTUAL CONTACT INFORMATION, THE FAILURE OF US TO FORWARD ANY PARTICULAR CORRESPONDENCE TO YOU, OR IF WE FAIL TO FORWARD IT IN A TIMELY MANNER, OR IF WE FORWARD IT BUT IT DOES NOT ARRIVE. THESE LIMITATIONS UPON OUR LIABILITY APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.