

.US Domain Name Registration Terms and Conditions

Version 2.1

1. INTRODUCTION. This .US Domain Name Registration Terms and Conditions document (the “Terms & Conditions”), sets forth the terms and conditions governing Registrant’s purchase of a Registered Name from the Registration Authority (“RA”). Any acceptance of Registrant’s application or requests for Service and the performance of RA’s Service will occur at NeuStar, Inc., 46000 Center Oak Plaza, Sterling, Virginia 20166, provided however that RA may, in its sole discretion, change this location.
2. DEFINITIONS.
 - A. “Registered Name” refers to a domain name within the domain of the usTLD, about which usTLD Administrator or an affiliate engaged in providing usTLD services maintains data in a usTLD Database, arranges for such maintenance, or derives revenue from such maintenance.
 - B. “Registrant” refers to the customer of RA that purchases a Registered Name.
 - C. “Registration Authority” and “RA” refer collectively to NeuStar, Inc., and its subsidiaries and affiliates.
 - D. “Service” means services provided by RA in connection with the usTLD under these Terms & Conditions, and includes contracting with Registrants, collecting registration data about the Registrants, and submitting registration information for entry in the usTLD Database.
 - C. “usTLD” means the .us country code top-level domain.
 - D. “usTLD Administrator” means NeuStar, Inc.
 - E. “usTLD Database” means a database comprised of data about one or more DNS domain names within the domain of the usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.
3. THE SERVICE. RA shall provide to Registrant (i) Service to accept and process orders for Registered Names; and (ii) customer service (including domain name record support), billing and technical support to Registrants.
4. FEES, PAYMENT AND TERM OF SERVICE. As consideration for the Service provided by RA, Registrant agree to pay RA the Service fees set forth on RA’s web site at the time of Registrant’s selection, or, if applicable, upon Registrant’s receipt of RA’s invoice. All fees are due immediately and are non-refundable, unless otherwise specified herein. The term for the Service shall be for the period of time purchased by the Registrant at the time of registration and allowed under the applicable registration policy for the given name (the “Initial Term”). Any

renewal of the Service is subject to RA's then current terms and conditions and payment of all applicable renewal fees shall be due prior to the end of the Initial Term.

Registrant agrees that if it pays by credit card (initially or in connection with a renewal) for the Service provided hereunder, RA is authorized, but not obligated, to automatically charge such credit card and renew the Service on or before its renewal date using the credit card information provided to RA, unless Registrant has notified RA (as provided herein) that it does not wish to participate in the automatic renewal process. Registrant may opt out of the automatic renewal process in accordance with the instructions on our Web site. Registrant is solely responsible for the credit card information it provides to RA and must promptly notify RA of any changes thereto (e.g., change of expiration date or account number). In addition, Registrant is solely responsible for ensuring the Service is renewed. RA shall have no liability to Registrant or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the Service. Registrant agrees to pay all value added, sales and other taxes (other than taxes based on RA's income) related to the Service or payments made by Registrant hereunder. Failure by Registrant to pay any fee or renewal fee in a timely manner shall, in the absence of extenuating circumstances, result in automatic termination of the registration and the Service.

All payments of fees shall be made in US dollars. Any sums not paid in a timely manner will accrue interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is less. Domain name registrations that have passed the registration agreement's anniversary date, must be in a paid status to delete, modify, or otherwise to request RA to affect the domain name record or to provide domain name services. Domain name registrations in an unpaid status are deleted on a regular basis.

5. TERMINATION.

- A. Termination by Registrant. Registrant may terminate this Agreement upon at least thirty (30) days written notice to RA for any or no reason.
- B. Termination by RA. RA may terminate this Agreement at any time upon written notice in the event any of the following occurs:
 - i. Registrant willfully or negligently (i) provides RA inaccurate or unreliable information or (ii) fails to promptly update information provided to RA pursuant to this Agreement;
 - ii. Registrant fails to abide by the Nexus Requirements set forth in Section 14 of this Agreement or

- iii. Registrant breaches an obligation of this Agreement, other than those obligations set forth in 5(B)(i) or 5(B)(ii) and fails to cure such breach within ten (10) days of receipt of notice from RA.
- C. Effect of Termination. Unless otherwise specified in writing by RA, Registrant will not receive any refund for payments already made as of the date of termination. If termination of this Agreement is due to Registrant's default hereunder, Registrant shall bear all costs of such termination, including any reasonable costs RA incurs in closing the account. Registrant agrees to pay any and all costs incurred by RA in enforcing RA's compliance with this Section. Upon termination or discontinuance of this Agreement for any reason, RA may delete the Registrant's Domain Name, in accordance with RA's then-current policies and procedures.
6. ACCURACY OF INFORMATION. Registrant hereby certifies that (i) all data provided by Registrant in the domain name registration application is true, correct, up to date and complete (ii) RA will maintain and update, by providing notice to Registrant pursuant to this Agreement, the information contained in the domain name registration application as needed to keep such data true, correct, up to date and complete at all times.
 7. PRIVACY. All data or information collected pursuant to this agreement shall be used or disclosed only according to the NeuStar Privacy Policy (http://www.nic.us/policies/docs/us_privacy.pdf) and Section 8 of these Terms & Conditions. This policy is available, as modified from time-to-time at www.neustar.us.
 8. USE OF DATA. Government Use of Data. Registrant understands and agrees that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. For purposes of this Section 10(A), "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.
 9. EXCLUSIVE REMEDY. REGISTRANT AGREES THAT RA'S ENTIRE LIABILITY, AND REGISTRANT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT REGISTRANT PAID FOR THE SERVICE DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL RA, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF RA 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 RA'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES.

RA and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god or other events or circumstances not reasonably under RA's control; (4) loss or liability resulting from Registrant's use of the Registered Name; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or Service; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of Registrant's web site or RA's web site; (8) loss or liability that Registrant may incur in connection with Registrant's processing of Registrant's application for the Service, RA's processing of any authorized modification to Registrant's domain name record or Registrant's agent's failure to pay any fees, including the initial registration fee or re-registration fee; (9) loss or liability as a result of the application of RA's dispute policy or policies of the UsTLD Administrator; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML or any other standard not under RA or RA's agent's sole control.

10. **DISCLAIMER OF WARRANTIES. REGISTRANT AGREES THAT THE USE OF THE SERVICE OR RA'S LICENSORS' SERVICES IS SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. RA AND ITS LICENSORS 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. NEITHER RA NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES RA OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. RA MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED**

THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY REGISTRANT FROM REGISTER OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, AND REGISTRANT MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY. RA IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY REGISTRANT FROM A THIRD PARTY.

11. INDEMNITY.

- A. Registrant shall indemnify, defend and hold harmless NeuStar, Inc. and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name. This indemnification obligation shall survive the termination, expiration or cancellation of the Agreement.

- B. Registrant agrees to release, indemnify, defend and hold harmless RA, (including in RA's capacities as the usTLD Administrator or as an RA for domain names, and the applicable registry for any top-level domain in which Registrant is applying for services hereunder), and any of RA's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Registrant's warranties, representations and obligations under this Agreement, (b) the Service or the use of such services, including without limitation infringement or dilution by Registrant, or someone else using the Service from Registrant's computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of RA's operating rules or policies relating to the Service provided, or (e) any information or data Registrant supplied to RA, including, without limitation, any misrepresentation in its application, if applicable. When RA is threatened with suit or sued by a third party, it may seek written assurances from Registrant concerning Registrant's promise to indemnify RA. Registrant's failure to provide those assurances may be considered a material breach of this Agreement. RA shall have the right to participate in any defense by Registrant of a third-party claim related to Registrant's use of any of the Service, with counsel of RA's choice at its own expense. RA shall reasonably cooperate in the defense at Registrant's request and expense. Registrant shall

have sole responsibility to defend RA against any claim, but Registrant must receive Registrant's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

12. REPRESENTATIONS AND WARRANTIES. The Registrant represents and certifies that, to the best of the Registrant's knowledge and belief, (i) neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party (ii) the Registrant has the requisite power and authority to enter into this Agreement and to perform the obligations hereunder (iii) Registrant has and shall continue to have a lawful bona fide U.S. Nexus as defined in Section 14 of this Agreement and qualifies to register to use a Registered Name (iv) Registrant is of legal age to enter into this Agreement; and (v) Registrant agrees to comply with all applicable laws and regulations and policies of the usTLD Administrator as updated from time to time on the usTLD website.
13. U.S. NEXUS REQUIREMENT AND OTHER POLICIES. In order to qualify to register and maintain its use of a Registered Name, Registrant must meet the U.S. Nexus requirements as set forth in the "usTLD Nexus Requirements" document on the usTLD website. In addition, registrant agrees to abide by all policies established from time-to-time by the RA or the UsTLD Administrator and published on the usTLD website.
14. MODIFICATIONS TO TERMS AND CONDITIONS. Except as otherwise provided in these Terms & Conditions, Registrant agrees that RA may: (1) revise these Terms & Conditions; and/or (2) change part of the Service at any time. Any such revision or change will be binding and effective 30 days after posting the revised Terms and Conditions or change to the Service on RA's web site, or upon notification to Registrant by e-mail or United States mail. Registrant agrees to periodically review RA's Web sites, including the current version of these Terms & Conditions available on RA's Web sites, and to be aware of any such revisions. If Registrant does not agree with any revision to the Terms & Conditions, it may terminate its registration by so notifying RA. Notice of termination will be effective on receipt and processing by RA. If Registrant terminates pursuant to this provision, any fees paid by Registrant are nonrefundable.
15. ACCOUNT ACCESS. Registrant may be required to establish an account and obtain a login name, account number and password in order to access or use the Service or to modify such account. Registrant authorizes RA to process any and all account transactions initiated through the use of Registrant's login name, account number and password. Registrant is solely responsible for maintaining the confidentiality of its login name, account number or password. Registrant must immediately notify RA of any unauthorized use of its login name, account number or password and Registrant is responsible for any unauthorized activities, charges and/or liabilities made on or through its login name account number or

password. In no event will RA be liable for the unauthorized use or misuse of Registrant's login name, account number or password or security authentication option.

16. **AGENTS.** Registrant agrees that, if any of its agents, (e.g., its administrative contact, Internet Service Provider, employees) purchases the Service on Registrant's behalf, Registrant is nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Registrant's continued use of the Service ratifies any unauthorized actions of its agent. By using Registrant's login name, account number or password, or otherwise purporting to act on its behalf, the Registrant's agent certifies that he or she is authorized to apply for the Service on Registrant's behalf, that he or she is authorized to bind Registrant to the terms and conditions of this Agreement, that he or she has apprised Registrant of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on Registrant's behalf. In addition, Registrant is responsible for any errors made by its agent.
17. **RIGHT OF REFUSAL.** RA, in its sole discretion, reserves the right to refuse to register Registrant's chosen domain name or deletes Registrant's chosen domain name within the first thirty (30) calendar days from receipt of Registrant's payment for such Service for any or no reason. In the event RA does not register Registrant's chosen domain name or deletes Registrant's chosen domain name within such thirty (30) calendar day period, RA shall refund any applicable fee(s) Registrant has paid. Registrant agrees that RA shall not be liable to Registrant for loss or damages that may result from RA's refusal to register Registrant's chosen domain name or the deletion of Registrant's chosen domain name.
18. **RESERVATION.** usTLD Administrator and RA reserves the right, with no liability to Registrant to deny, cancel or transfer any registration that they deem necessary, in their discretion; (1) to protect the integrity and stability of the usTLD Administrator; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or RA, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of these Terms & Conditions; or (5) to correct mistakes made by usTLD Administrator or RA in connection with a domain name registration. usTLD Administrator and RA also reserve the right to freeze a domain name during resolution of a dispute.
19. **NOTICES AND ANNOUNCEMENTS.** Registrant authorizes RA to notify Registrant, as RA's customer, of information that RA deems is of potential interest to Registrant. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance Registrant's identity on the Internet and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein.

All notices to Registrant shall be delivered to the mailing address or e-mail address as provided in Registrant's account information (as updated by Registrant pursuant to these Terms & Conditions. Either party may change its respective address by written notice delivered to the other party.

20. **SEVERABILITY.** Registrant agrees that these Terms & Conditions are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Terms & Conditions. These Terms and Conditions will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible consistent with applicable law and the remaining terms and provisions will remain in full force and effect.
21. **ENTIRE AGREEMENT.** Registrant agrees that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between Registrant and RA regarding the Service and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by Registrant for the Service.
22. **ASSIGNMENT AND RESALE.** Except as otherwise set forth herein, Registrant may not assign or transfer its rights under these Terms & Conditions. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at RA's option. Registrant agrees not to resell the Registered Name without the RA's prior express written consent.
23. **GOVERNING LAW.** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of the Commonwealth of Virginia in the United States. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
24. **AGREEMENT TO BE BOUND.** By applying for the Service through RA's online application process or otherwise, or by using the Service, Registrant acknowledges that it has read and agrees to be bound by these Terms & Conditions and any documents incorporated by reference.
25. **WAIVER.** No waiver of any provision of these Terms & Conditions shall be effective unless it is in writing and signed by an authorized representative of RA. The remedies of RA under these Terms & Conditions shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of these Terms & Conditions at a

subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

26. SECURITY. RA does not guarantee the security of Registrant's domain name registration records, and Registrant assumes all risks that the security option it selects is compromised as a result of fraudulent, unauthorized or illegal activity.
27. REGISTERED NAME LICENSING. If Registrant intends to license the use of a Registered Name to a third party, Registrant is nonetheless the Registrant of record and is responsible for complying with these Terms & Conditions and providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registrant licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the identity of the licensee to a party providing the Registrant reasonable evidence of actionable harm.