

# EASTNAMES REGISTRATION SERVICES AGREEMENT

This Registration Services Agreement ("Agreement") sets forth the terms and conditions of your use of EastNames Inc.'s ("EastNames") domain name registration services to register an Internet domain name, your registration of that domain name, as well as other EastNames domain name related services. In this Agreement "you" and "your" refer to each customer and "we", "us" and "our" refer to EastNames. This Agreement explains our obligations to you, and explains your obligations to us for various EastNames services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional EastNames service(s) or to cancel your EastNames service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions. You agree that each person listed in your account information as being associated with your account for any service(s) provided to you is your agent with full authority to act on your behalf for such services in accordance with the permissions granted, including but not limited to the authorization to terminate, transfer (where permitted by this Agreement), or to modify or purchase additional service(s). You also agree that if you list, directly or by default, EastNames as a contact for your account for any of the service(s), we have the right, without notice, to remove our name and/or information from any such service(s) and to replace the same with the name and/or information provided by you. By using the service(s) provided by EastNames under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, the accompanying dispute policy and any pertinent rules or policies that are or may be published by EastNames.

This Agreement will become effective when accepted by EastNames. EastNames may elect to accept or reject your domain name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name.

## 1. Our Services

EastNames is an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for the .com and .net Top Level Domain Names (TLDs). ICANN oversees registrations and other aspects of this and other TLDs. As an accredited domain name registrar, EastNames is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations we register for TLDs are not effective until we have delivered the domain name registration information you provide us to the registry administrator for the TLDs, as applicable, and the registry administrator puts into effect your domain name registration. Currently, the registry administrator for the .com and .net TLD is Network Solutions, Inc.

Unless otherwise specified, each EastNames service is for a one-year initial term and renewable thereafter for successive one-year terms. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and, in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. Should you select to purchase a multiple year term, each year on the anniversary of the registration EastNames will pay on your behalf to the registry the required registry fees until the term you have purchased expires or EastNames is no longer your registrar. Should the registry raise its fees, EastNames will inform you and collect the difference for the term remaining.

You agree and acknowledge that EastNames is not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to your application and receipt of, or failure to receive, a domain name registration.

You further agree to indemnify, defend and hold harmless the registry administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

## 2. What We Do Not Do

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name. You should be aware that there is the possibility we might be ordered by a court to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your domain name, we may turn to you to hold us harmless and to indemnify us.

### 3. Fees

As consideration for the domain name registration services and/or other services provided by EastNames to you, you agree to pay EastNames, prior to the effectiveness of the desired domain name registration, the applicable service(s) fees for the initial registration of the domain name and, should you choose to renew the registration, subsequent renewals of the registration. All fees are due immediately and 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. Your requested domain name will not be registered unless we receive actual payment of the registration fee, or reasonable assurance of payment of the registration fee from some other entity (such reasonable assurance as determined by EastNames in its sole discretion). As further consideration for the EastNames service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). 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 the payments of the registration fee for your domain name registration, you agree and acknowledge that the domain name registration shall be transferred to EastNames as the paying entity for that registration to the registry. We will reinstate your domain name registration solely at our discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee, currently set at US\$200. You will be notified via an email message or via your account information when renewal fees are due. Should these fees go unpaid within the time specified in a second notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by credit card or such other method as we may indicate in the registration application or renewal form. We will renew your name for you provided your credit card or other billing information is available and up to date, unless you instruct us otherwise within the time specified. If your billing information is not accurate and you wish to renew your domain name registration, we will contact you to update this information and charge you accordingly.

### 4. Domain Name Dispute Policy

If you requested, reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by EastNames current Domain Name Dispute Policy ("Dispute Policy") which are incorporated herein and made a part of this Agreement by reference. The Dispute Policy can be found at <http://www.icann.org/udrp/udrp-policy-24oct99.htm>. Certain disputes, as specified in the Dispute Policy, are subject to that Policy. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold EastNames harmless pursuant to the terms and conditions contained in the Dispute Policy.

### 5. Transfer to another Registrar

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 EastNames. Your request to transfer to another registrar may be denied in situations described in the Dispute Policy, including, but not limited to: a dispute over the identity of the domain name holder; bankruptcy; and default in the payment of any fees. You have the ability to prevent a transfer to another Registrar by placing a Registrar Lock ("lock") on your domain. By having a lock status on your domain, you are providing express objection to any and all transfer requests issued from another Registrar. Should you choose to transfer to another Registrar, you must log into your account and remove the lock prior to our receipt of the transfer request from the gaining Registrar.

### 6. Modifications to EastNames Registration Services Agreement and Dispute Policy

You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on EastNames web site, or on notification to you by e-mail or postal mail. You agree to review EastNames web site, including the Agreement, periodically to be aware of any such revisions. You agree that, by continuing to use the EastNames services following notice of any revision to this Agreement or change in service(s), you abide by any such revisions or changes. You further agree that we, in our sole discretion, may modify our Dispute Policy at any time. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement and the Dispute Policy with the new modifications. You acknowledge that if you do not agree to any of such changes, you may request that your domain name registration be cancelled or transferred to a different domain name registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy.

## 7. Account Information and Its Use

a) Information You Are Required to Submit. As part of the registration process, you are required to provide certain information and to update this information promptly as needed to keep it current, complete and accurate. The information you are obligated to provide in connection with the domain name you are registering is the following

- (1) The domain name being registered;
- (2) Your (or The domain name holder's) name, postal address, e-mail address, voice telephone number, and where available, fax number;
- (3) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the billing contact for the domain name; and
- (4) Valid payment information

It is your responsibility to maintain and update this information as needed to keep it current, complete and accurate.

You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your registration may not be renewed.

All other information which we may request from you at registration is voluntary. However, not providing the requested information may prevent you from obtaining all products and services made available to domain name registrants by us, other than registration of the domain name.

b) Additional Information Maintained About Your Registration. In addition to the information you provide, we maintain records relating to your domain name registration. These records may include:

- (1) The original creation date of the registration;
- (2) The submission date and time of the registration application to us and by us to the proper registry;
- (3) Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- (4) Records of account for your domain name registration, including dates and amounts of all payments and refunds;
- (5) The IP addresses of the primary nameserver and any secondary nameservers for the domain name;
- (6) The corresponding names of those nameservers;
- (7) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;
- (8) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name;
- (9) The expiration and renewal date of the registration;
- (10) Information and copies in electronic or paper form regarding all other activity between you and us and third parties relating to your domain name registration and related services.

Our [Privacy Policy](#), which is hereby incorporated into and is part of this Agreement, contains additional details and you should read it.

c) Your Obligations Relating to the Account Information. In the event that, in registering the domain name, you are providing information about or on behalf of a third party, you hereby represent 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, (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement, (c) informed the third party which parts of the information are obligatory and which parts, if any, are voluntary, and (d) informed the third party how they can access and, if necessary, rectify the third party's personal information. By registering a name or applying for services you also represent that the statements in its application are true and you also represent that the Domain Name is not being registered for any unlawful purpose.

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over ten (10) calendar days to inquiries by EastNames concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

- d) [Privacy Policy: Disclosure and Use of Registration Information](#). You agree and acknowledge that EastNames will make available domain name registration information you provide or that we otherwise maintain to ICANN, to the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that EastNames may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration 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 ICANN and applicable laws.

Additionally, you acknowledge that ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that EastNames may or must make available to the public or to private entities, and the manner in which such information is made available.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration and other information by EastNames.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing your account at our web site (<http://www.EastNames.com>), or via a similar service. In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. You agree that any person in possession of your Account Identifier and Password will have the ability and your authorization to modify your account information. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password. EastNames will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

Our [Privacy Policy](#), which is hereby incorporated into and is part of this Agreement, contains additional details and you should read it.

## 8. Online Pharmacy Policy

EastNames defines an "Online Pharmacy" to be a website that permits, via an online shopping cart, telephone, email or written forms method, the actual purchase of drugs or medical devices by customers in a jurisdiction that requires a valid prescription for such drugs or medical devices. All domain names registered with EastNames that host an Online Pharmacy must meet one of the following conditions:

- (1) Be accredited by the Canadian International Pharmacy Association;
- (2) Be verified by PharmacyChecker.com; or
- (3) Bear an approval status as "legitimate" on Legitscript.com.

Any domain name hosting an Online Pharmacy in contravention of this policy is subject to immediate suspension without notice, permanent locking by EastNames and the registrant of the Online Pharmacy shall have no recourse whatsoever. EastNames will unlock Online Pharmacy suspended domains only after it can be proven that the Online Pharmacy meets one of the aforementioned conditions.

## 9. Ownership of Information and Data

You agree and acknowledge that EastNames owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. EastNames does not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

## 10. Agents and Licenses

You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy.

You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration. You are responsible for any errors made by your agent or licensee. We will not refund any fees paid by you or your agent or your licensee on your behalf for any reason based on any act or omission of your agent or licensee.

## 11. Domain Registrations with Privacy Service

EastNames does not itself provide any domain name privacy service. You may transfer a domain name to the Kanasa Foundation at no cost to help ensure your privacy and guard against spam correspondence from third parties, provided that, the registry operator permits your use of the service offered by the Kanasa Foundation.

We encourage you to learn more about the Kanasa Foundation at <http://kanasafoundation.com/>, prior to transferring a domain name to the Kanasa Foundation. The Kanasa Foundation is a third party to and independent from EastNames. EastNames has no control over the actions of the Kanasa Foundation and does not accept any responsibility for the acts or omissions of the Kanasa Foundation.

## 12. Expired Domain Name Deletion (EDDP) and Auto-Renewal Policy

All domain names registered through EastNames are subject to this Expired Domain Name Deletion and Auto-Renewal Policy and which Policy is part of this Agreement.

- a) Conclusion of Registration Period. At the conclusion of the registration period, failure by or on behalf of the registered name holder to consent that the registration be renewed within the time specified, including in a second notice or reminder, shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period.
- b) Extenuating Circumstances. Extenuating circumstances are defined as: UDRP action, valid court order, failure of our renewal process (which does not include failure of a registrant to respond), the domain name being used by a nameserver(s) that provides DNS service to third-parties (additional time may be required to migrate the records managed by the nameserver(s)), the registrant being subject to bankruptcy proceedings, a payment(s) dispute (where a registrant claims to have paid for a renewal, or there is a discrepancy in the amount paid), a billing dispute(s) (where a registrant disputes the amount on a bill), the domain name being subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by ICANN.
- c) Renewal Without Consent. Where EastNames chooses, under extenuating circumstances, to renew a domain name without the explicit consent of the registrant, EastNames will maintain a record of the extenuating circumstances associated with renewing that specific domain name for inspection by ICANN.
- d) Renewal Reminders. EastNames will send renewal reminder notices to each registrant. These notices will be sent 45 days, 7 days and 3 days prior to expiration, and within 5 days after the expiration of the registration.
- e) Renewal Grace Period. On the day of expiry of the domain name, EastNames will mark the domain name as expired in our systems, the whois shall be changed to show the expired status of the domain name, the nameservers for the domain name will be changed, and the account holder will be notified by email. In the event that the domain name is renewed during the Renewal Grace Period, the whois and nameservers shall be restored to their previous state. The renewal grace period shall be 39 days, from the zeroth to the thirty-eighth day, after which the domain name will enter the Redemption Grace Period.
- f) Redemption Grace Period. Domain names not renewed within the Renewal Grace Period are scheduled for deletion at the registry following a 30 day Redemption Grace Period. The Redemption Grace Period is a thirty (30) day registry "hold" period for all domain names deleted by registrars. This hold period is designed to allow registrars the ability to "restore" names that were deleted

accidentally or without the intent of the registrant. As such the registrant may recover the domain name during the Redemption Grace Period for a fee of \$100.

- g) Domain Name Deletion. In the absence of extenuating circumstances, a domain name will be deleted within 45 days of either EastNames or the registrant terminating a registration agreement.
- h) UDRP Policies. In the event that a domain name that is the subject of a UDRP dispute is deleted or expires during the course of the dispute, the complainant in the UDRP dispute will have the option to renew or restore the name under the same commercial terms as the registrant. If the complainant renews or restores the name, the name will be placed in Registrar HOLD and Registrar LOCK status, the WHOIS contact information for the registrant will be removed, and the WHOIS entry will indicate that the name is subject to dispute. If the complaint is terminated, or the UDRP dispute finds against the complainant, the name will be deleted within 45 days. The registrant retains the right under the existing Redemption Grace Period provisions to recover the name at any time during the Redemption Grace Period, and retains the right to renew the name before it is deleted.
- i) Automatic Domain Name Renewal. If the automatic renewal option is selected, we will email an invoice for the renewal of the domain and automatically take payment from any pre-paid credited funds in the account associated with the domain and then renew the domain. If pre-paid credited funds are not in the account, it is the registrant's responsibility to ensure payment is made by alternate means, such as by credit card. For customer privacy and protection, EastNames does not store credit card details on file and therefore will not automatically bill credit cards for automatic domain renewals. By registering a domain with EastNames, you agree that EastNames is not responsible for the expiry of domain names that fail to renew, either automatically or manually, subject to the terms and conditions herein.
- j) Notification and Material Changes. We will provide notice to each new registrant describing the details of our Domain Name Deletion and Auto-Renewal Policy including the expected time at which a non-renewed domain name would be deleted relative to the domain name's expiration date, or a date range not to exceed ten (10) days in length. If we make any material changes to our Domain Name Deletion and Auto-Renewal Policy during the period of the registration agreement, we must make at least the same effort to inform you of the changes as we would to inform you of other material changes to the registration agreement.

## 13. Announcements

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

## 14. Limitation of Liability

YOU AGREE THAT EastNames WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME, (2) USE OF YOUR DOMAIN NAME REGISTRATION, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND EastNames' CONTROL; (8) THE PROCESSING OF THIS APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10) APPLICATION OF THE DISPUTE POLICY. EastNames ALSO WILL NOT 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 EastNames HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EastNames' MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS (\$400.00). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

## 15. Indemnity

You agree to release, indemnify, and hold all Registry Operators, EastNames, their contractors, agents, employees, officers, directors, shareholders

and affiliates harmless from all liabilities, claims, damages, costs and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the EastNames services provided hereunder or your use of the EastNames services, including without limitation infringement by you, or someone else using any EastNames service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any EastNames operating rule or policy relating to the service(s) provided. When EastNames is threatened with suit by a third party, EastNames may seek written assurances from you concerning your promise to indemnify EastNames; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

## 16. Representations and Warranties

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF THE DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR DOMAIN NAME REGISTRATION IS ACCURATE AND COMPLETE, AND THAT YOU HAVE ALL REQUISITE POWER AND AUTHORITY TO EXECUTE THIS AGREEMENT AND TO PERFORM YOUR OBLIGATIONS HEREUNDER. ALL DOMAIN NAME REGISTRATION SERVICES ARE PROVIDED TO YOU "AS IS." EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME REGISTRAR IN THE INTRODUCTORY PARAGRAPH OF THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ITS DOMAIN NAME REGISTRATION SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, EastNames MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EastNames' E-MAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. EastNames MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE E-MAIL SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE E-MAIL SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EastNames OR THROUGH THE E-MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 17. Breach and Revocation

EastNames reserves the right to suspend, cancel, transfer or modify your domain name registration or suspend, cancel or modify other services we provide in the event (a) you materially breach this Agreement (including the Dispute Policy or Online Pharmacy Policy ) and do not cure such breach within ten (10) days of notice by EastNames, (b) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction of either applicable laws or customary acceptable usage policies of the Internet, (c) you use your domain name in connection with unlawful activity, or (d) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including EastNames) or registry administrator procedures approved by an ICANN-adopted policy, (1) to correct mistakes by EastNames, another registrar or the registry administrator in administering the name or (2) for the resolution of disputes concerning the domain name.

You also agree that EastNames shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as EastNames receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

## 18. Right Of Refusal

We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other EastNames service(s), or to delete your domain name within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other EastNames service(s), or we delete your domain name or other EastNames

service(s) within such thirty (30) calendar day period, we agree to refund your applicable fee(s), less any applicable administration fees. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or reserve, or delete your domain name or register you for other EastNames service.

## 19. Governing Law

You agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of Belize, excluding its conflict of laws rules. You and we each submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that country.

## 20. Notices

You agree that any notices required to be given under this Agreement by EastNames to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

## 21. Infancy

You attest that you are of legal age to enter into this Agreement.

## 22. General

This Agreement and the Dispute Policy, together with all modifications, constitute the complete and exclusive agreement between you and EastNames, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of EastNames to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by EastNames of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement or the Dispute Policy shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement or the Dispute Policy unenforceable or invalid as a whole. EastNames will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of EastNames as reflected in the original provision. This Agreement and the Dispute Policy may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of EastNames.

## 23. Assignment

Your rights under this Agreement are not assignable. Any attempt by you to assign your rights shall render this Agreement voidable at our option. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, garnishment or otherwise, shall render this Agreement voidable at our option.

## 24. Incorporation by Reference

EACH REGISTRY FOR DOMAIN NAMES AND CERTAIN OTHER SERVICE PROVIDERS WHO SUPPLY CERTAIN EastNames SERVICES OFFERED BY EastNames TO YOU, REQUIRE US TO INCORPORATE CERTAIN TERMS AND CONDITIONS INTO OUR AGREEMENT WITH YOU. ALL SUCH TERMS, AND ALL OF THE OTHER SCHEDULES ATTACHED TO THESE MAIN TERMS AND CONDITIONS, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AND APPLY TO YOUR DOMAIN NAME(S) AND ANY APPLICABLE EastNames SERVICES PURCHASED BY YOU, AND YOU AGREE TO BE BOUND BY THEM.