



Contract Number

21-758

SAP Number

N/A

Assessor-Recorder-County Clerk

Department Contract Representative	Tim Gaeta, Departmental IS Administrator
Telephone Number	(909) 382-3240
Contractor	GoDaddy.com, LLC
Contractor Representative	N/A
Telephone Number	N/A
Contract Term	Indefinite, as long as the County has a domain name registered through GoDaddy
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A

Briefly describe the general nature of the contract: *The GoDaddy Domain Name Registration Agreement provides terms and conditions for use of GoDaddy's domain name registration services.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold, Deputy County Counsel

Date 9-16-2021

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► Bob Dutton, Assessor-Recorder-County Clerk

Date 9-20-2021

GoDaddy - DOMAIN NAME REGISTRATION AGREEMENT

[<https://ie.godaddy.com/legal/agreements/domain-name-registration-agreement>]

Last Revised: 06/07/2021

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Domain Name Registration Agreement (this "Agreement") is entered into by and between GoDaddy.com, LLC, a Delaware limited liability company ("GoDaddy") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of GoDaddy's Domain Name Registration services (the "Domain Name Registration Services" or the "Services"). The terms "we", "us" or "our" shall refer to GoDaddy. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits. Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, which incorporates by reference each of (i) GoDaddy's [Universal Terms of Service Agreement](#) ("UTOS"), (ii) all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the top-level domain ("TLD") in which you register any domain ("Registry Policies"), and (iii) any plan limits, product disclaimers or other restrictions presented to you on the Domain Name Registration Services landing page of the GoDaddy website (this "Site").

TO LINK TO AND REVIEW THE REGISTRY POLICIES FOR THE TLD IN WHICH YOU WISH TO REGISTER A DOMAIN NAME, PLEASE CLICK [HERE](#).

You acknowledge and agree that (i) GoDaddy, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, GoDaddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Shopper Account") information, including your email address, current. GoDaddy assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address. GoDaddy is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar.

You acknowledge and agree that GoDaddy may modify this Agreement in order to comply with any terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the TLD or country code top level domain ("ccTLD") in question. The term "Registry Service Provider" shall refer to the service provider responsible for operating and managing the registry services on behalf of the Registry Operator for its applicable TLD or ccTLD. To identify the sponsoring registrar, click [here](#).

2. PROVISIONS SPECIFIC TO ALL REGISTRATIONS

Unless otherwise noted, the provisions below in this Section 2 are generally applicable to all TLDs that we offer. Special provisions specific to any TLD or ccTLD (those in addition to posted Registry Policies) are identified elsewhere below in this Agreement.

1. **Registry Policies.** You agree to be bound by all Registry Policies (defined above in this Agreement) applicable to your domain name registration (at any level). IT IS YOUR RESPONSIBILITY TO VISIT THE APPLICABLE TLD SITE AND READ AND REVIEW ALL APPLICABLE REGISTRY POLICIES PRIOR TO YOUR REGISTRATION IN THE TLD. REGISTRY POLICIES FOR EACH TLD CAN BE FOUND BY VISITING THE CORRESPONDING TLD LINK LISTED [HERE](#). Notwithstanding anything in this Agreement to the contrary, the Registry Operator of the TLD in which the domain name registration is made is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the respective TLD. The third party beneficiary rights of the Registry Operator will survive any termination of this Agreement.
2. **Registration Requirements.** To the extent any TLD or ccTLD requires you meet eligibility (e.g., residency for .JP, .EU, etc.), validation (e.g., DNS validation) or other authentication requirements as a condition to registering a domain name in the TLD, you agree that by submitting an application or registering or renewing your domain name, you represent and warrant that: (a) all information provided to register or renew the domain name (including all supporting documents, if any) is true, complete and correct, and is not misleading in any way, and the application is made in good faith; (b) you meet, and will continue to meet, the eligibility criteria prescribed in the Registry Policies for the applicable TLD for the duration of the domain name registration; (c) you have not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application (if applicable); (d) you acknowledge and agree that even if the domain name is accepted for registration, your entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and (e) you acknowledge and agree that the Registry or the registrar can cancel the registration of the domain name if any of the warranties required are found to be untrue, incomplete, incorrect or misleading.
3. **Ownership.** You acknowledge and agree that registration of a domain name does not create any proprietary right for you, the registrar, or any other person in the name used as a domain name or the domain name registration and that the entry of a domain name in the Registry shall not be construed as evidence or ownership of the domain name registered as a domain name. You shall not in any way transfer or purport to transfer a proprietary right in any domain name registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration.
4. **ICANN Requirements.** You agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which each applicable Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and itself or any other arrangement with ICANN. For additional ICANN-related helpful information, please see [ICANN Education Materials](#) and [ICANN Benefits and Responsibilities](#).
5. **Indemnification of Registry.** You agree to indemnify, defend and hold harmless (within 30 days of demand) the Registry Operator and Registry Service Provider and their subcontractors,

subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or Registry Operator's prior written consent, which consent shall not be unreasonably withheld, and you agree that these indemnification obligations shall survive the termination or expiration of the Agreement for any reason. IN NO EVENT SHALL THE REGISTRY OPERATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE DOMAIN NAME, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF THE REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Regulated TLDs.** For domain name registration in any "Regulated" TLD, you acknowledge and agree your registration is subject to the following additional requirements: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Regulated TLDs include: *.games, .juegos, .school, .schule, .toys, .eco, .care, .diet, .fitness, .health, .clinic, .dental, .healthcare, .capital, .cash, .broker, .claims, .exchange, .finance, .financial, .fund, .investments, .lease, .loans, .market, .money, .trading, .credit, .insure, .tax, .mortgage, .degree, .mba, .audio, .book, .broadway, .movie, .music, .software, .fashion, .video, .app, .art, .band, .cloud, .data, .digital, .fan, .free, .gratis, .discount, .sale, .media, .news, .online, .pictures, .radio, .show, .theater, .tours, .accountants, .architect, .associates, .broker, .legal, .realty, .vet, .engineering, .law, .limited, .show; .theater; .town, .city, .reise, and .reisen*
7. **Highly Regulated TLDs.** In addition to the requirements for Regulated TLDs, domain name registration in any Highly-Regulated TLD is subject to the following requirements: (a) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or Industry self-regulatory, bodies in their main place of business; (b) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and (c) you will report any material changes to the validity of you authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve. Highly Regulated TLDs include: *_.abogado, .attorney, .bank, .bet, .bingo, .casino, .charity (and IDN equivalent), .cpa, .corp, creditcard, .creditunion, .dds, .dentist, .doctor, .fail, .gmbh, .gripe, .hospital, .inc, .insurance, .lawyer, .lifeinsurance, .llc, .llp, .ltda, .medical, .mutuelle, .pharmacy, .poker,*

.university, .sarl, .spreadbetting, .srl, .sucks, .surgery .university, .vermogensberater, .versicherung, and .wtf.

For *.doctor*, registrants who hold themselves out to be licensed medical practitioners must be able to demonstrate to the Registrar and Registry, upon request, that they hold the applicable license.

8. *Special Safeguard TLDs*. In addition to the requirements for Regulated and Highly-Regulated TLDs, by registering a domain name in any “Special-Safeguard” TLD, you agree to take reasonable steps to avoid misrepresenting or falsely implying that you or your business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist. Special Safeguard TLDs include: *.army, .navy, .airforce*
9. *Third Party Beneficiary*. Notwithstanding anything in this Agreement to the contrary, the Registry Operator for any TLD in which your register a domain name is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the TLD. Third party beneficiary rights of the Registry Operator shall survive any termination of this Agreement.
10. *Variable and Non-Uniform Pricing*. You acknowledge, understand and agree that certain domain names in certain TLDs are established by Registry Policies to be variably priced (i.e., standard v. premium names) and/or may have non-uniform renewal registration pricing (such that the Fee for a domain name registration renewal may differ from other domain names in the same TLD, e.g., renewal registration for one domain may be \$100.00 and \$33.00 for a different domain name).

3. FEES AND PAYMENTS

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees due for Services purchased or obtained at this Site at the time you order the Services. GoDaddy expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Unless otherwise specifically noted (for reasons such as those highlighted in Section 2(x) above), the renewal price for any domain name in any TLD will be the same as the list (non-sale) price shown when you search for and select a domain, and again in the cart prior to purchase. For example, if the list price is \$9.99, and a different renewal price is not specifically identified, then the renewal price is also \$9.99. Likewise, if a domain name has a sale price of \$8.99, with the list (non-sale) price shown (as a strike-through) at \$9.99, the renewal price will be \$9.99*.

* Renewal price subject to change prior to actual date of renewal.

For all other terms and conditions relating to fees, payment, refund and billing, etc. applicable to the Services offered under the scope of this Agreement, please refer to the “Fees and Payments” section of our [Universal Terms of Service](#).

(B) DOMAIN NAME RENEWAL TERMS

When you register a domain name, you will have the following renewal options:

1. **Automatic Renewal.** Automatic Renewal is the default setting. Domain names will automatically renew, for a period equivalent to the length of your original domain name registration, and payment will be taken from the Payment Method you have on file with GoDaddy, at GoDaddy's then current rates. Thus, if you have chosen to register your domain name for one (1) year, GoDaddy will automatically renew it for one (1) year. If you have chosen to register your domain name for two (2) years, GoDaddy will automatically renew it for two (2) years, and so on. If you wish to change your automatic renewal term to a different period from your original term, as of 16 July 2020, you may manually renew the domain registration to establish a new default automatic renewal term for the domain.
2. **Manual Renewal.** If you have elected to turn off automatic renewal and cancel the product (i.e., cancel the domain name registration) effective at expiration of the then current term, you may nonetheless elect to manually renew the domain name at anytime prior to its expiration date by logging into your [Account Manager](#) and manually implementing the renewal or by calling customer service (should you in fact want the domain name to be renewed). If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

All renewals will be subject to the terms of this Agreement, as it may be amended from time to time, and you acknowledge and agree to be bound by the terms of this Agreement (as amended) for all renewed domains. Domain name renewals will be non-refundable. In the event that we are unable to automatically renew your domain name for the renewal option selected for any reason, we may automatically renew your domain name for a period less than your original registration period to the extent necessary for the transaction to succeed. If for any reason GoDaddy is not able to take the payment from the Payment Method you have on file, and you fail to respond to our notices, your domain name registration will expire. It is your responsibility to keep your Payment Method information current, which includes the expiration date if you are using a credit card.

For certain ccTLDs (.am, .at, .be, .br, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), renewal billing will occur on the first day of the month prior to the month of expiration.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), renewal will occur, or must occur manually if the product was previously cancelled, no later than the 20th of the month prior to the expiration date, or your domain name will be placed in non-renewal status. For some ccTLDs (.es) renewal must be processed no later than seven days before the expiration date, or your domain name will be placed in non-renewal status. When the domain name is in non-renewal status, you can renew the domain name only by calling GoDaddy and requesting that the domain name be renewed. You cannot renew the domain name through your [Account Manager](#). If you fail to manually implement the renewal of any cancelled product before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

You agree that GoDaddy will not be responsible for cancelled domain names that you fail to renew in the timeframes indicated in this Agreement. In any case, if you fail to renew your domain name in a timely fashion, additional charges may apply. If you signed up for privacy services, protected registration, or any other similar service, with your domain name registration, these services will automatically be renewed when your domain name registration is up for renewal, and you will incur the applicable additional renewal fee unless you cancel in advance.

If you fail to renew your domain name in the timeframes indicated in this Agreement, you agree that GoDaddy may, in its sole discretion, renew your expired domain name on your

behalf. If GoDaddy decides to renew your expired domain name on your behalf, you will have a Renewal Grace Period during which you must reimburse GoDaddy for the renewal and keep your domain name. The Renewal Grace Period is currently twelve (12) days but subject to change under the terms of this Agreement.

For certain ccTLDs (.am, .at, .be, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg) there is no Renewal Grace Period after the expiration date of the domain name. If you do not reimburse GoDaddy for the renewal during the Renewal Grace Period your domain name will be placed on Hold and flagged for deletion after which you may have up to a 30-day redemption period to redeem your domain name, provided that your domain name is not subject to an expired domain name auction bid and you pay GoDaddy a Redemption fee. The Redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the 30-day redemption period GoDaddy may, in its sole discretion, delete your domain name or transfer it to another registrant on your behalf. During the redemption period your domain name may be parked. If your domain name is deleted, the Registry also provides a 30-day Redemption Grace Period during which you may pay GoDaddy a redemption fee and redeem your domain name. The redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the Registry's Redemption Grace Period the Registry will release your name and it will become available for registration on a first-come-first-served basis.

Renewal Grace Periods and Redemption Grace Periods vary for different ccTLDs. Please refer to the specific terms for the applicable TLD. In the event there is a conflict between the provisions of this paragraph and the ccTLD terms, the ccTLD terms shall control.

Our registration expiration notification policy and associated fees are described [here](#).

(C) FREE PRODUCT TERMS

In the event you are provided with free products with the registration of a domain name, you acknowledge and agree that such free products will only be available with a valid purchase and may be terminated in the event the domain name is deleted or cancelled. For free domain names, you acknowledge and agree that you may not change the account associated with such free domain for the first five (5) days after registration. In the event a free domain name is offered with the registration of another domain and if the paid domain name registered fails, then we may, in its sole discretion, either delete the registration of the free domain or refund the difference between the amount paid and the value of the free domain. Failed registrations associated with promotional offers may result in the deletion of the free or discounted item or an adjustment between the registered domain price and the value of the discounted item, in our sole discretion.

4. TERM OF AGREEMENT; TRANSFERS; DOMAIN TASTING

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through GoDaddy.

You agree that you will not transfer any domain name registered through GoDaddy to another domain name registrar during the first sixty (60) days after its initial registration date. You agree that you may not transfer any domain name for ten (10) days after a Change of Account.

You further agree that you will not engage in "domain tasting" by using the five (5) day grace period in which a registrant may choose to cancel a domain name and get a full refund of the registration fee

as a vehicle to test the marketability or viability of a domain name. If GoDaddy determines (which determination shall be made by GoDaddy in its sole and absolute discretion) that you have been engaging in "domain tasting", then GoDaddy reserves the right to (a) charge you a small fee (which fee shall be deducted from any refund issued) or (b) refuse your cancellation/refund request altogether. GoDaddy will not charge you a fee if GoDaddy cancels your domain name during the five (5) day grace period due to fraud or other activity outside of your control. The five (5) day grace period does not apply to Premium Domains, which are non-refundable.

You agree that GoDaddy shall not be bound by (i) any representations made by third parties who you may use to purchase services from GoDaddy, or (ii) any statements of a general nature, which may be posted on GoDaddy's website or contained in GoDaddy's promotional materials.

5. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION

You agree to notify GoDaddy within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide GoDaddy with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by GoDaddy to determine the validity of information provided by you, shall also be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. You agree to retain a copy for your record of the receipt for purchase of your domain name.

You agree that for each domain name registered by you, the following contact data is required: postal address, email address, telephone number, and if available, a facsimile number for the Registered Name Holder and, if different from the Registered Name Holder, the same contact information for, a technical contact, an administrative contact and a billing contact.

You acknowledge and agree that domain name registration requires that your contact information, in whole or in part, be shared with the registry operator, for their use, copying, distribution, publication, modification and other processing for the purpose of administration of the domain name registration, which may require such information be transferred back and forth across international borders, to and from the U.S. to the EU, for example. As required by ICANN or for certain ccTLDs (.am, .com.au, .net.au, .org.au, .ca, .cz, .fr, .it, .jp, .co.jp, .kr, .co.kr, .ne.kr, .re.kr, .no, .co.nz, .net.nz, .org.nz, .vg, .se, .so, .sg, .com.sg, .tw, .com.tw, .net.tw, .org.tw, .uk, .co.uk, .me.uk, .org.uk, .us), this information may be made publicly available by the registry operator via Whois or its successor protocol (collectively referred to as the "Whois" Directory) that is beyond, and not subject to, GoDaddy's control.

Both GoDaddy and the registry operator may be required to archive this information with a third-party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure. Registrar will not process data in a way that is incompatible with this Agreement. Registrar will take reasonable precautions to protect data from loss or misuse.

You agree that for each domain name registered by you the following information could be made publicly available in the Whois Directory as determined by ICANN or registry policies and may be sold in bulk as set forth in the ICANN agreement:

3. The domain name;
4. Your name and postal address;
5. The name, email address, postal address, voice and fax numbers for technical and administrative contacts;
6. The Internet protocol numbers for the primary and secondary name servers;
7. The corresponding names of the name servers; and
8. The original date of registration and expiration date,
9. Name of primary name server and secondary name server,
10. Identity of the registrar.

You agree that, to the extent permitted by ICANN, GoDaddy may make use of the publicly available information you provided during the registration process. If you engage in the reselling of domain names you agree to provide any individuals whose personal information you've obtained, information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those individuals for such use of the personal information they provide.

You agree that GoDaddy has the right to make public and share with third parties certain information in connection with the sale or purchase of domain names on the website, including but not limited to (a) the name of the domain name sold or purchased, (b) the sale or purchase price of the domain name sold or purchased, and (c) information relating to the timing of the sale or purchase.

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, you hereby grant to us the right to disclose to third parties through an interactive publicly accessible registration database the following information that you are required to provide when applying for a domain name:

1. The domain or sub-domain name(s) registered by you;
2. Your organization name, type and postal address;
3. The name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for your domain or sub-domain name(s);
4. The full hostnames and Internet protocol (IP) addresses of at least two (2) name server hosts (one primary and at least one secondary) for your domain or sub-domain name. Up to six (6) name servers may be specified. If a host has more than one (1) IP address, use a comma-separated list;
5. The corresponding names of those name servers;
6. The original creation date of the registration; and
7. The expiration date of the registration.

We may be required to make this information available in bulk form to third parties. We may also transfer or assign this information to CIRA or such other third party as we may decide, in our sole discretion.

6. DISPUTE RESOLUTION POLICY

You agree to be bound by our current Dispute Resolution Policy. This policy is incorporated herein and made a part of this Agreement. You can view the [Uniform Domain Name Dispute Resolution Policy](#) online. You agree that GoDaddy may from time to time modify its Dispute Resolution Policy. GoDaddy will post any changes to its Dispute Resolution Policy at least thirty (30) days before they become effective. You agree that by maintaining your domain name registrations with GoDaddy after the updated policy becomes effective that you agree to the Dispute Resolution policy as amended.

You agree to review GoDaddy's website periodically to determine if changes have been made to the Dispute Resolution Policy. If you cancel or terminate your Services with GoDaddy as a result of the modified Dispute Resolution policy, no fees will be refunded to you. You also agree to submit to proceedings commenced under ICANN's Uniform Rapid Suspension System, if applicable.

You agree that if a dispute arises as a result of one (1) or more domain names you have registered using GoDaddy, you will indemnify, defend and hold GoDaddy harmless as provided for in this Agreement. You also agree that if GoDaddy is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a domain name registered by you using GoDaddy, that GoDaddy, in its sole discretion, may take whatever action GoDaddy deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. In this event you agree to hold GoDaddy harmless for any action taken by GoDaddy.

You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile, (2) where registrar is located or (3) where the registry operator is located (e.g., China for .CN, Columbia for .CO, UK for .EU, etc.).

In the case of .ca domain names, you agree that, if your use of the service or the registration of a .ca domain name is challenged by a third party, you will be subject to the provisions specified by CIRA in their dispute resolution policy, in effect at the time of the dispute.

7. TRANSFER OF DOMAIN NAMES

If you transfer any domain name, you agree to provide the information required by, and to abide by, the procedures and conditions set forth in our [Domain Name Transfer Agreement](#) and [Change of Registrant Agreement](#). You may view the latest versions of our Domain Name Transfer Agreement and Change of Registrant Agreement online. In order to further protect your domain name, any domain name registered with GoDaddy or transferred to GoDaddy shall be placed on lock status, unless an opted-out has occurred as defined in our Change of Registrant Agreement or Domain Name Proxy Agreement. The domain name must be placed on unlock status in order to initiate a transfer of the domain name away from GoDaddy to a new Registrar. You may log into your account with GoDaddy at any time after your domain name has been successfully transferred to GoDaddy, and change the status to unlock.

8. YOUR OBLIGATIONS; SUSPENSION OF SERVICES; BREACH OF AGREEMENT

You represent and warrant to the best of your knowledge that, neither the registration of the domain nor the manner it is directly or indirectly used, infringes the legal rights of any third party. You will comply with all applicable laws, including, but not limited to those relating to privacy, data collection,

consumer protection, fair lending, debt collection, organic farming, and disclosure of data and financial disclosures. If you collect and maintain sensitive health and financial data, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. You represent that you possess any necessary authorization, charter, license, and/or other related credential for participation in the sector associated with the associated registry tld string. You will report any material changes to the validity of your authorization, charter, license, and/or other related credential. You will indemnify and hold harmless the registrar and registry operator, and their directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

You agree that, in addition to other events set forth in this Agreement:

1. Your ability to use any of the services provided by GoDaddy is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;
2. Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any GoDaddy procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by GoDaddy or the registry operator in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

You acknowledge and agree that GoDaddy and registry reserve the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on lock, hold or similar status, as either deems necessary, in the unlimited and sole discretion of either GoDaddy or the registry: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar, (iii) for the non-payment of fees to registry, (iv) to protect the integrity and stability of the registry, (v) to comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (vi) to comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement, (vii) to avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees, (viii) per the terms of this Agreement, (ix) following an occurrence of any of the prohibited activities described in Section 8 below, or (x) during the resolution of a dispute.

You agree that your failure to comply completely with the terms and conditions of this Agreement and any GoDaddy rule or policy may be considered by GoDaddy to be a material breach of this Agreement and GoDaddy may provide you with notice of such breach either in writing or electronically (i.e. email). In the event you do not provide GoDaddy with material evidence that you have not breached your obligations to GoDaddy within ten (10) business days, GoDaddy may terminate its relationship with you and take any remedial action available to GoDaddy under the applicable laws. Such remedial action may be implemented without notice to you and may include, but is not limited to, cancelling the registration of any of your domain names and discontinuing any services provided by GoDaddy to you. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.

GoDaddy's failure to act upon or notify you of any event, which may constitute a breach, shall not relieve you from or excuse you of the fact that you have committed a breach.

9. RESTRICTION OF SERVICES; RIGHT OF REFUSAL

If you are hosting your domain name system ("DNS") on GoDaddy's servers, or are using our systems to forward a domain name, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with GoDaddy, you are responsible for ensuring there is no excessive overloading on GoDaddy's servers. You may not use GoDaddy's servers and your domain name as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that GoDaddy reserves the right to deactivate your domain name from its DNS if GoDaddy deems it is the recipient of activities caused by your site that threaten the stability of its network.

You agree that GoDaddy, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. GoDaddy also may in its sole discretion and without liability to you delete the registration of any domain name during the first thirty (30) days after registration has taken place.

In the event GoDaddy refuses a registration or deletes an existing registration during the first thirty (30) days after registration, you will receive a refund of any fees paid to GoDaddy in connection with the registration either being cancelled or refused. In the event GoDaddy deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

10. DEFAULT SETTINGS; PARKED PAGE

Choosing Your Domain Name Settings. When you register a domain name with GoDaddy, you will be prompted to choose your domain name settings during the checkout process. If you plan on using another provider for your website or hosting needs, then you should enter the name servers of such provider when you choose your domain name settings. This will direct your domain name away from GoDaddy's name servers. If you are an existing GoDaddy customer and have already set up a customer profile designating your domain name settings for new domain name registrations, you will not need to complete this step again during the checkout process.

GoDaddy's Default Settings. If you do not direct your domain name away from GoDaddy's name servers as described above, GoDaddy will direct your domain name to a "Parked Page" ("Default Setting"). You acknowledge and agree that GoDaddy has the right to set the Default Setting.

Parked Page Default Setting. GoDaddy's Parked Page service is an online domain monetization system designed to generate revenue (through the use of pay per click advertising) from domain names that are not actively being used as websites. If your domain name is directed to a Parked Page, you acknowledge and agree that GoDaddy may display both (a) in-house advertising (which includes links to GoDaddy products and services) and (b) third-party advertising (which includes links to third-party products and services) on your Parked Page through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, or any other advertising means, and we may aggregate for our own use, related usage data by means of cookies and other similar means. In addition, you acknowledge and agree that all in-house and third-party advertising will be selected by GoDaddy and its advertising partners, as appropriate, and you will not be permitted to

customize the advertising, or entitled to any compensation in exchange therefor. Please note that the third-party advertising displayed on GoDaddy's Parked Pages may contain content offensive to you, including but not limited to links to adult content. GoDaddy makes no effort to edit, control, monitor, or restrict the content and third-party advertising displayed on GoDaddy's Parked Pages, and expressly disclaims any liability or responsibility to you or any third party in connection therewith.

Changing GoDaddy's Default Settings. You may change GoDaddy's Default Settings at any time during the term of your domain name registration.

1. Content Displaying On Your Parked Page. You can not modify the content displaying on your Parked Page. You may select one of the other options listed below.
2. Participating In Domain Name Monetization. If you wish to participate in the domain monetization potential presented by GoDaddy's Parked Page service, please review and consider purchasing our CashParking® service.
3. No Content. If the options listed above are not acceptable to you, please contact customer support to learn what other options might be available to you.

Return To Parked Page Default Setting Upon Domain Name Expiration. Upon domain name expiration, and regardless of how you use your domain name during the term of your domain name registration, your domain name will automatically return to the Parked Page Default Setting described above. As used in this paragraph, "expiration" is deemed to include any "renewal period" or "redemption period" immediately after the domain name expires, but before the domain name is returned to the registry. Once your domain name has returned to the Parked Page Default Setting described above, the only way to opt out of the Parked Page service is to renew, redeem, or re-register your domain name in accordance with Section 2(B), Domain Name Renewal Terms, of this Agreement.

11. DOMAIN ADD-ONS

Business Registration: Business registration allows You to display additional information about the business that is the basis of Your domain name, including, but not limited to, such information as Your fax number, street address, and hours of operation.

Expiration Consolidation. You understand and acknowledge the expiration consolidation service may only be used to consolidate the expiration of .com and .net domain names. The service may not be used to consolidate domains that are on Registrar HOLD, Registry HOLD, or pending Transfer status. You acknowledge the service may only be used to push the expiration date of Your domains forward in time, at least one (1) month forward and no more than ten (10) years forward, and then, only for a period lasting less than twelve (12) months. Once the service has been used to consolidate domains, the new expiration date may not be reversed. To ensure the service is not abused or used as an alternative to renewals, you may only use the service on each domain once in any 12-month period. The service may only be used on domain names that have not passed their expiration date. In order to change the expiration date again, You will be required to renew the domain name first. You further understand and acknowledge the service may only be used to coordinate domains where we are the registrar of record. Domains not registered with us must be transferred before we can perform the Service.

Discount Domain Club. In exchange for purchasing a Discount Domain Club membership, You will be able to purchase discounted products and services from us, including discounts on selected domain registrations, one (1) free Auctions account, one (1) free CashParking account, and discounts on Domain Buy Service. You are required to keep Your membership current as long as You have free or discounted products or services that are purchased with us. If You fail to renew Your membership, without canceling Your discounted domain registration or other services, we will automatically renew Your products and services at the regular pricing in effect at the time of renewal, charging the Payment Method on file for You, and You will be unable to purchase any more discounted products or services, or use Your free accounts until the Membership Agreement fee has been paid. All membership fees are non-refundable.

Backordering/Monitoring. You agree a domain name that has expired shall be subject first to a grace period of twelve (12) days, followed by the ICANN-mandated redemption grace period of thirty (30) days. During this period of time, the current domain name registrant may renew the domain name and retain registration rights. We do not guarantee your backorder will result in you obtaining the domain name and expressly reserves the right to (a) refuse additional backorders or (b) cancel existing backorders at any time for any reason. If your backorder is refused or cancelled, we agree to promptly refund any fees paid for such domain name backorder. The domain name may also be placed in a secondary market for resale through the Auctions® service. After your first year of Auctions membership, you agree that unless otherwise advised, we will automatically renew your Auctions membership using the payment method you have on file for so long as your backorder credit is active. You may learn more about Auctions by visiting the Auctions website. The domain name may also be subject to a drop pool process before it is available for purchasing. You understand we and our registrar affiliates use our services, including backordering. Therefore, the domain name may be registered with a different registrar, but can be managed through your account. By using the Services, you will be able to, among other things:

1. Backorder any domain name under the top level domains .COM, .NET, .US, .BIZ, .INFO, .ORG, .MOBI. A backorder for a domain name will include the price of up to a one-year domain name registration. Should you successfully backorder any domain name, you will be subject to the terms and conditions of the Domain Name Registration and related agreements, which are incorporated herein by reference.
2. Change your backorder until you obtain a domain name. You will have the opportunity to change the credit to a different domain name until you successfully capture one. After three (3) years, if the credit is not used, we reserves the right to remove the credit.
3. Subscribe monthly to an expiring domain name list. You may also choose to purchase a subscription to a list of domain names expiring within the next five (5) days. If you subscribe to the expiring domain name list, you agree the payment method you have on file may be charged on a monthly subscription basis for the term of the Services you purchase.
4. Select domain names off the expiring domain name list you would like to register. Each domain name you attempt to backorder will include the price of up to a one-year domain name registration, as set forth in subsection (i) above.
5. Monitor your currently registered domain names for changes in registrar, status, expiration date or name servers at no additional cost.

6. Subscribe to Domain Alert Pro or monitoring, which enables you to monitor any currently registered domain name, regardless of registrar, for historical tracking of status changes and designation of multiple email notification addresses.

Domain Ownership Protection. Domain Ownership Protection generally allows You to: (i) prevent accidental loss of a domain name due to an expired credit card or invalid payment method for a period of ninety (90) days before the domain goes through its normal expiration process; and (ii) lock your domain name to your account.

THE SERVICE WILL NOT, HOWEVER, PREVENT TRANSFERS RESULTING FROM YOUR ACTION OF LISTING YOUR DOMAIN FOR SALE ON ANY OF GODADDY'S PLATFORMS, INCLUDING PREMIUM LISTINGS, REGARDLESS OF WHEN YOU PURCHASED THE SERVICE. Once you have elected to purchase the Service for any and all domain names, the automatic renewal function will be activated for each domain name and those names will not be transferable until You elect to remove the service or sell the domain as mentioned above. Accordingly, You acknowledge and agree You have carefully considered the implications accompanying the purchase of the Service and understand the restrictions the Service will place upon Your ability to transfer any domains for which You have purchased the Service. Furthermore, you acknowledge and agree that the Service includes additional steps to verify your ownership prior to deactivation. While You can elect to deactivate the Service at any time, you also acknowledge and agree that the Service is subject to our Refund Policy, and that you may not be entitled to a refund.

Premium Domain Listing and Buying Services.

1. **Description of Service.** The Premium Domain Listing and Buying Service ("Service") is provided to facilitate the buying and selling of currently registered domain names only, and not the purchase or sale of associated website content.. GoDaddy provides a venue and a transaction facilitation process and will take a stated commission for each completed transaction. GoDaddy is not an escrow agent. As a result, GoDaddy does not guarantee the quality, safety or legality of many of the domain names. Domain names listed may be withdrawn at any time by the seller or by us. You acknowledge and agree that your transaction will be handled by GoDaddy's "Transaction Assurance" process. By using GoDaddy's "Transaction Assurance" process, you authorize GoDaddy to perform tasks on your behalf in order to complete the transaction. In these transactions, GoDaddy acts as a transaction facilitator to help you buy and sell domain names. GoDaddy will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge GoDaddy is not a bank and the service is a payment processing service rather than a banking service. You further acknowledge GoDaddy is not acting as a trustee, fiduciary or escrow with respect to your funds. In all transactions, where the domain name is registered to us, domain names purchased through the Service may not be transferred away from us to another registrar for a period of sixty (60) days following the change of registrant date.

2. **Your Obligations.**

Listing Domain Names. You may use the Services to list domain names to which You: (i) have registration rights for sale; and (ii) are able to transfer in accordance with Your obligations under this Agreement. By using the Services for such purposes, You represent and warrant that: (i) You have all rights, titles and interests in the domain name necessary to complete the transaction; (ii) the domain name does not infringe on the intellectual property rights of anyone else; (iii) You have the right to transfer the domain name in accordance with Your obligations

under this Agreement; and (iv) any Domain Ownership Protection service that is present on the domain will not prevent you from listing the domain name and having its registration rights transferred away from You.

You further agree the domain name is not currently or will not in the foreseeable future be associated with a Uniform Dispute Resolution Policy Dispute or other such litigation. In the event You are unable to comply or fail to comply with Your obligations under this Agreement, we expressly reserve the right to delist any or all of Your domain names immediately upon becoming aware of Your failure to comply. You may list Your domain name for any duration offered on the web site. You agree to pay the listing fee associated with the duration period You choose at the time of the listing. You may choose to supplement the listing with various additional services provided, if any. By using the additional services, You agree to pay any additional charges we may associate with the additional services. We reserve the right to modify its pricing structure at any time. If You find a Buyer using the Services, the transaction must be completed within the Services.

For each transaction completed within the Services, You agree to pay us a transaction fee according to the fee schedule published on the site. Such transaction fee will be payable directly to us. You agree not to sell the domain name to any Buyer found through the Services without using the Services to complete the transaction. Should we find You are circumventing the Services, we reserve the right to terminate Your account and cancel all of Your listings. In the event that you update your sale price, you acknowledge and agree that it may take up to 24 hours to update the price shown to buyers. In the event your domain name sells prior to the price being updated on the website, you agree that the price listed will be enforced.

Purchasing Domain Names. As a Buyer, You are obligated to complete the transaction if You purchase the domain name. You acknowledge that some listed domain names may be subject to an additional registration fee. For those domain names, the registration fee will be added to the price to form the purchase price. You agree that by completing the transaction, You are responsible for payment of the registration fee. We will obtain the funds first by the Payment Method You have designated. If there are insufficient funds or invalid credit card information, we may obtain the remaining funds by charging any Payment Method You have on file.

GoDaddy will remit payment of the full agreed upon purchase price minus any commissions to the Seller after a prescribed period of time after receiving funds from the Buyer, except in the event of a dispute or where the payment is suspected to be fraudulent, as determined by GoDaddy in its sole and absolute discretion. At no time will You be able to withdraw those funds or send the funds to another recipient unless the initial transaction is canceled. Transfer of Registration Rights. We are not the registrant of all of the domain names listed on the Site and cannot guarantee immediate transfer. For domain names in which we are the registrant, transfer of registration will begin upon completion of the check out procedure. Further, the transfer by us of any domain name to a buyer is done without warranty and we expressly waive any and all warranties or representations that a domain name does not infringe upon the intellectual property rights of a third party. Any Domain Ownership Protection service that is present on the domain will not prevent you from listing the domain name and having the registration rights transferred away from You. GoDaddy is not responsible and disclaims all liability in the event that the domain name transaction fails to complete due to breach by either the Buyer or the Seller of its respective obligations. Buyer acknowledges and agrees that Buyer does not obtain any rights in the registration of a domain name until the transaction is complete.

Transfer of Registration Rights. We are not the registrant of all of the domain names listed on the Site and cannot guarantee immediate transfer. For domain names in which we are the registrant, transfer of registration will begin upon completion of the check out procedure. Further, the transfer by us of any domain name to a buyer is done without warranty and we expressly waive any and all warranties or representations that a domain name does not infringe upon the intellectual property rights of a third party. Any Domain Ownership Protection service that is present on the domain will not prevent you from listing the domain name and having the registration rights transferred away from You.

GoDaddy is not responsible and disclaims all liability in the event that the domain name transaction fails to complete due to breach by either the Buyer or the Seller of its respective obligations. Buyer acknowledges and agrees that Buyer does not obtain any rights in the registration of a domain name until the transaction is complete.

Selling Domain Names. As a Seller, You are obligated to complete the transaction if the Buyer commits to purchase the domain at an agreed upon purchase price. You authorize GoDaddy to perform tasks on your behalf as part of its "Transaction Assurance" process including making deposits. You must, at the time of listing of Your domain name, establish a payee account.

After a fraud holding period, if no fraud has been detected, payments for completed domain name sales will be credited to your payee account and paid according to the payment method selected in your payee account.

You hereby authorize GoDaddy to initiate and post (i) credit (positive) entries for payments to the deposit account and (ii) debit (negative) entries to the deposit account to reverse erroneous payments and/or make adjustments to incorrect payments. You acknowledge and agree that the amount initiated and posted to the deposit account will represent payment for domain names sold using the Services, less any applicable fees and/or chargebacks. You acknowledge and agree that there may be a delay of several days between the time that GoDaddy initiates the payment of proceeds and the time that the proceeds are actually posted to the deposit account, and GoDaddy expressly disclaims any liability or responsibility regarding the same.

The authority granted to GoDaddy by the deposit account owner herein will remain in full force and effect until GoDaddy has received written notification from the deposit account owner that such authority has been revoked, but in any event, such writing shall be provided in such a manner as to afford GoDaddy a reasonable opportunity to act on such revocation, or until GoDaddy has sent notice to terminate this Agreement. GoDaddy will not release the domain name to Buyer until receipt of confirmation that the funds have been verified.

Transfer Validation The transfer validation service is provided to help You keep Your domain name secure. By choosing to use the service, You are making an explicit and voluntary request to us to deny all attempts to transfer Your domain name to another registrar, or to move Your domain name to another account, unless You verify each request as described herein. You will provide us with a contact name, phone number and PIN for domain transfer validations. You will be contacted by us when a domain transfer is requested for a domain name in Your account.

When we receive a transfer request, we will call You to verify the transfer request. If we cannot reach You with seventy-two (72) hours of receipt of the transfer request, the transfer will be denied. If You do not provide the proper PIN, the transfer will be denied. When we receive a change of account request, we will call You to verify the change request. If we cannot reach You with seventy-two (72)

hours of receipt of the change request, the change will be denied. If You do not provide the proper PIN, the change will be denied. Availability of Services are subject to the terms and conditions of this Agreement and each of our policies and procedures. We shall use commercially reasonable efforts to attempt to provide certain portions of the Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement and other portions of the service, during normal business hours.

You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that we may undertake from time to time; or (iii) causes beyond the reasonable control of us or that are not reasonably foreseeable by us, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we has no control over the availability of the service on a continuous or uninterrupted basis.

Total/Premium DNS. Total DNS is a complete Domain Name System ("DNS") tool that allows you to manage your DNS and keep your website and web-based applications available and performing reliably. The service is provided "as is", "as available", and "with all faults", and we assume no liability or responsibility regarding the same.

In addition, you specifically acknowledge and agree that we shall have no liability or responsibility for any:

1. Service interruptions caused by periodic maintenance, repairs or replacements of the Global Nameserver Infrastructure (defined below) that we may undertake from time to time;
2. Service interruptions caused by you from custom scripting, coding, programming or configurations;
3. Service interruptions caused by you from the installation of third-party applications;
4. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol ("FTP") and email; or
5. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Subject to the provisions of Force Majeure below, we offer a service uptime guarantee ("Service Uptime Guarantee") for paid services of 99.999% availability (defined below). You shall receive service credits for any Outage (defined below) of the service covered by the Service Uptime Guarantee. The service credits shall be applied as extensions to the terms of the affected Service. The Service Uptime Guarantee shall become effective fourteen (14) days after your purchase of the Service covered by the Service Uptime Guarantee to allow both parties time to properly configure and test the Service.

Definitions. For the purposes of the Service Uptime Guarantee, the following definitions shall apply:

1. “Global Nameserver Infrastructure”: The group of systems (servers, hardware, and associated software) that are responsible for delivering the Services. The Global Nameserver Infrastructure does not include web-based user interfaces, zone transfer mechanisms, update systems, or other customer-accessible data access or manipulation methods.
2. “99.999% availability”: A guarantee that the Global Nameserver Infrastructure shall be available to respond to DNS queries 99.999% of the time.
3. “Outage”: A period in which the Global Nameserver Infrastructure did not maintain 99.999% availability.

Exclusions. For the purposes of the Service Uptime Guarantee, downtime due to the following events shall not be considered an Outage:

1. Service interruptions caused by “Regularly Scheduled Maintenance”, which shall be defined as any maintenance performed on the Global Nameserver Infrastructure of which customer is notified twenty-four (24) hours in advance. Email notice of Regularly Scheduled Maintenance shall be provided to customer’s designated email address;
2. Service interruptions caused by you from custom scripting, coding, programming or configurations;
3. Service interruptions caused by you from the installation of third-party applications;
4. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol (“FTP”) and email; or
5. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

We, in our sole and absolute discretion, shall determine whether an event shall be considered an Outage.

Remedies. For the purposes of the Service Uptime Guarantee, when the customer becomes aware of an Outage, the customer shall open a ticket with our technical support services within five (5) calendar days of the Outage. If we determine that an Outage did occur, then the customer shall receive a service credit in the amount of two (2) months for any affected Services. The service credit shall be applied as an extension to the term of the affected Services. A customer’s Account shall not be credited more than once per month under the Service Uptime Guarantee.

To qualify for a service credit, you must have a current and valid subscription to the Services affected, and must have an Account in good standing with us. Service credits will not apply to any charges or Services other than the Services for which the Service Uptime Guarantee was not met. Customers with subscriptions for more than one Service will not receive credits for unaffected Services. The remedies set forth herein shall be the sole and exclusive remedies if we do not meet the Service Uptime Guarantee.

In the event either party is unable to carry out its material obligations under this Agreement by reason of Force Majeure those obligations will be suspended during the continuance of the Force Majeure, provided the cause of the Force Majeure is remedied as quickly as practicable. The term “Force Majeure” means any event caused by occurrences beyond a party’s reasonable control, including, but not limited to, acts of God, fire or flood, war, terrorism, governmental regulations, policies or actions enacted or taken subsequent to execution of this Agreement, or any labor, telecommunications or other utility shortage, outage or curtailment.

If your Services include Domain Name System Security Extensions (“DNSSEC”), you will be able to secure your domain names with DNSSEC. DNSSEC is designed to protect you from forged DNS data so “hackers” cannot direct visitors to your website to a forged site.

DNSSEC works by using public key cryptography. You acknowledge and agree that if the keys do not match, a visitor’s lookup of your website may fail (and result in a “website not found” error) and we assume no liability or responsibility regarding the same. In addition, DNSSEC responses are authenticated, but not encrypted. You acknowledge and agree that DNSSEC does not provide confidentiality of data, and we assume no liability or responsibility regarding the same.

We prohibit the running of a public recursive DNS service on any server. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. We actively scan for the presence of public recursive DNS services and reserves the right to remove any servers from the network that violate this restriction.

Domain Protection. The Domain Protection service generally allows You to:

11. replace your personal details in the WHOIS Directory with the details of Domains By Proxy;
12. set up a private email address for each domain name that you can forward, filter or block; and
13. lock your domain name in your account.

The Domain Protection service features are intended to: prevent domain-related spam; protect your identity from third-parties; and add a higher level of security through 2-Step Verification to disallow most accidental or malicious domain name transfers. As set forth in Section 2(xi) of this Agreement, You acknowledge and agree that you may not be permitted to purchase private or proxy TLD registrations in certain markets, countries and territories or for certain TLDs. Your purchase and use of Domain Protection is also subject to and governed by the terms of the Domain Name Proxy Agreement.

Domain Protection Plus (formerly Full Domain Privacy and Protection). The Domain Protection Plus service generally allows You to:

14. replace your personal details in the WHOIS Directory with the details of Domains By Proxy;
15. set up a private email address for each domain name that you can forward, filter or block;
16. prevent accidental loss of a domain name due to an expired credit card or invalid payment method when domain is set on auto-renew; and
17. lock your domain name in your account.

The full domain privacy and protection service features are intended to: prevent domain-related spam; protect your identity from third-parties; and add a higher level of security through 2-Step Verification to disallow most accidental or malicious domain name transfers.. As set forth in Section 2(xi) of this Agreement, You acknowledge and agree that you may not be permitted to purchase private or proxy TLD registrations in certain markets, countries and territories or for certain TLDs. Your purchase and use of Full Domain Privacy and Protection is also subject to and governed by the terms of the [Domain Name Proxy Agreement](#).

Ultimate Domain Protection & Security. The privacy and business protection service includes all the features of Full Domain Privacy and Protection, plus the service generally allows You to: (i) prevent accidental loss of a domain name due to an expired credit card or invalid payment method when domain is set on auto-renew; (ii) lock your domain name in your account; and (iii) activate Website Security Basic. The privacy and business protection service features are intended to: prevent domain-related spam; protect your identity from third-parties; plus add a higher level of security through 2-Step Verification to disallow most accidental or malicious domain name transfers;; and provide domain name protection through Website Security Basic. As set forth in Section 2(xi) of this Agreement, You acknowledge and agree that you may not be permitted to purchase private or proxy TLD registrations in certain markets, countries and territories or for certain TLDs. Your purchase and use of Ultimate Domain Protection & Security is also governed by terms of the [Domain Name Proxy Agreement](#) and [Website Security Terms of Use](#)

Trademark Keeper (Beta) Trademark Keeper is a free beta feature of your domain that (i) automatically captures a record of Your homepage including any trademarks on that homepage quarterly (“Screen Capture(s)”), and (ii) timestamps and records proof of the Screen Capture(s) using blockchain technology to ensure that the record is secure. Trademark Keeper also allows You to identify up to three (3) individual trademarks to help You catalog Your brand assets in Your dashboard. Trademark Keeper stores the Screen Capture(s) on servers provisioned by GoDaddy but does not analyze, modify or edit the Screen Capture(s). Trademark Keeper stores a digital signature of the Screen Captures on a blockchain proving the Screen Captures’ existence at a certain time, but does not store the Screen Capture itself on the blockchain. You may request a report that shows a historical record of Screen Captures that have been captured by Trademark Keeper. At any time, You may opt out of Trademark Keeper and delete the historical record of Screen Captures. Your Screen Captures will be deleted 24 hours after You disable the “Keep My Data” function. If you re-enable this function within 24 hours, your Screen Captures may be restored. GoDaddy may discontinue the Beta feature at any time and for any reason.

YOU ACKNOWLEDGE THAT YOUR USE OF TRADEMARK KEEPER DOES NOT RESULT IN AN “OFFICIAL” TRADEMARK REGISTRATION WITH A GOVERNMENTAL TRADEMARK OFFICE. YOU ACKNOWLEDGE THAT TRADEMARK KEEPER IS NOT A LEGAL SERVICE AND YOU SHOULD CONSULT A TRADEMARK ATTORNEY FOR ADVICE ON HOW TO BEST PROTECT YOUR TRADEMARK RIGHTS. GODADDY MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARDS TO ANY MATTER INCLUDING THE ADMISSIBILITY OF THE SCREEN CAPTURES OR RECORDS CAPTURED THROUGH TRADEMARK KEEPER.

12. PRE-REGISTRATIONS

If you submit an application for pre-registration of a domain name, GoDaddy does not guarantee that the name will be secured for you, or that you will have immediate access to the domain name if secured. GoDaddy may use third-party service providers for the pre-registration services.

13. PROVISIONS SPECIFIC TO .BIZ REGISTRATIONS

Domain Name Dispute Policy. If you reserved or registered a .BIZ domain name through us, in addition to our Dispute Resolution Policy, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the [Restrictions Dispute Resolution Policy](#) applicable to the .biz TLD.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case basis by an independent ICANN-accredited dispute provider. Registry Operator will not review, monitor, or otherwise verify that

any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

One Year Registration. If you are registering a .BIZ domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .BIZ domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .BIZ domain name during the first year, you will automatically be charged the second year renewal fees.

14. PROVISIONS SPECIFIC TO .INFO REGISTRATIONS

One Year Registration. If you are registering a .INFO domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .INFO domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .INFO domain name during the first year, you will automatically be charged the second year renewal fees.

15. PROVISIONS SPECIFIC TO .NAME REGISTRATIONS

Defensive Registration. A Defensive Registration is a registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the name you wish to register is subject to a Defensive Registration, you have three (3) options: (i) you may register a variation of the name, (ii) you may challenge the Defensive Registration under the [Eligibility Requirements Dispute Resolution Policy](#), or (iii) you may request Consent from the Defensive Registrant. You can request Consent by contacting the Defensive Registrant listed in the GNR Whois Directory and requesting consent to register the .NAME domain name. If the Defensive Registrant grants consent, they must confirm in writing that they grant consent. If the Defensive Registrant does not grant consent, you may wish to challenge the Defensive Registration under the ERDRP.

Acceptable Use Policy. You agree to be bound by the [.NAME Acceptable Use Policy](#), which is hereby incorporated by reference. Among other limitations, this policy prohibits you from using your .NAME Email to engage in Spamming activities. You will be limited to a maximum of five hundred (500) messages sent from your .NAME at a time.

16. PROVISIONS SPECIFIC TO .REISE REGISTRATIONS

Domain Names registered in .REISE should be used for purposes dedicated to travel topics within six months following initial Registration, e.g. utilized on the Internet or otherwise used to perform a function.

17. PROVISIONS SPECIFIC TO .SEXY REGISTRATIONS

You shall not permit content unsuitable for viewing by a minor to be viewed from the main or top-level directory of a .SEXY domain name. For purposes of clarity, content viewed at the main or top-level directory of a .SEXY domain name is the content immediately visible if a user navigates to <http://example.sexy> or <http://www.example.sexy>. No restrictions apply to the content at any other page or subdirectory addressed by a .SEXY Registered Name.

18. COUNTRY CODE TOP LEVEL DOMAINS

You represent and warrant that you meet the eligibility requirements of each ccTLD you apply for. You further agree to be bound by any registry rules, policies, and agreements for that particular ccTLD. These may include, but are not limited to, agreeing to indemnify the ccTLD provider, limiting the liability of the ccTLD provider, and requirements that any disputes be resolved under that particular country's laws.

(A) PROVISIONS SPECIFIC TO .AU REGISTRATIONS

.au Registrations (to include com.au, net.au and org.au) are governed by the following additional terms and conditions:

auDA. auDA means .au Domain Administration Limited ACN 079 009 340, the .au domain names administrator. The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this Agreement. auDA is an intended third party beneficiary of this agreement.

auDA Published Policy. auDA Published Policies means those specifications and policies established and published by auDA from time to time at <https://www.auda.org.au>. You must comply with all auDA Published Policies, as if they were incorporated into, and form part of, this Agreement. In the event of any inconsistency between any auDA Published Policy and this Agreement, then the auDA Published Policy will prevail to the extent of such inconsistency. You acknowledge that under the auDA Published Policies: (1) there are mandatory terms and conditions that apply to all domain names; (2) licences, and such terms and conditions are incorporated into, and form part of, this Agreement; (3) You are bound by, and must submit to, the .au Dispute Resolution Policy; and (4) auDA may delete or cancel the registration of a .au domain name.

auDA's Liabilities and Indemnity. To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors. Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name. Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.

(B) PROVISIONS SPECIFIC TO .CA REGISTRATIONS

You acknowledge and agree that registration of your selected domain name in your first application to CIRA shall not be effective until you have entered into and agreed to be bound by CIRA's Registrant Agreement.

CIRA Certified Registrar. The registrar shall immediately give notice to you in the event that it is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or

terminated, or the Registrar Agreement between CIRA and the Registrar is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to the registrants thereof. In the event that the registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated or in the event the Registrar Agreement between CIRA and the Registrar is terminated or expires, you shall be responsible for changing your Registrar of Record to a new CIRA Certified Registrar within thirty (30) days of the earlier of notice thereof being given to you by (i) the Registrar or (ii) CIRA in accordance with CIRA's then current Registry PRP; provided, however, that if any of your domain name registrations are scheduled to expire within thirty (30) days of the giving of such notice, then you shall have thirty (30) days from the anniversary date of the registration(s), to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with the Registry PRP.

You acknowledge and agree that should there be insufficient funds prepaid by the registrar in the CIRA Deposit Account to be applied in payment of any fees, CIRA may in its sole discretion stop accepting applications for domain name registrations from the registrar, stop effecting registrations of domain names and transfers, renewals, modifications, and cancellations requested by the registrar and stop performing other billable transactions requested by the registrar not paid in full and CIRA may terminate the Registrar Agreement between CIRA and the Registrar.

.CA ASCII and IDN domain variants are bundled and reserved for a single registrant. Registrants are not required to register all variants in a bundle, but all registered variants must be registered and managed at a single registrar. Each variant registered will incur a registration fee. In addition, when registering multiple .CA domain (ASCII and IDN) variants in a bundle, your registrant information **must be identical**. If variants are registered at other registrars or if registrant information does not match, it may result in an "unavailable" search result, delayed or failed registration. If information does not match, validation is required and may take up to seven business days and delay availability of domain.

(C) PROVISIONS SPECIFIC TO .CN REGISTRATIONS

.CN is a restricted TLD – applications are subject to both a domain name check **and** real name verification as required by the People's Republic of China. Registrations in .CN are therefore subject to the following additional terms:

Verification, Registration and Activation. If a domain name is not permitted to be registered by the Chinese government, as determined by us, the Registry Operator and/or a 3rd party provider utilized for such services and determinations, in either party's discretion, the application for registration will not be successful. In such event, the name will be deleted and you will be eligible for a refund as further described below.

If permitted, then the Registration may proceed, but a .CN domain name may not be activated (i.e., it will not resolve in the Internet) unless and until you have submitted (via the process described during registration) valid documents required of us and the Registry to perform real name verification. The following are acceptable forms of documents for the purpose of verification:

- 18. China: Resident ID, temporary resident ID, business license or organization code certificate
- 19. Hong Kong/Macau: Resident ID, driver's license, passport or business license
- 20. Singapore: Driver's license, passport or business license
- 21. Taiwan: Resident ID, driver's license or business license
- 22. Other Countries/Regions: Driver's license or passport

Documents submitted to us are used by us and shared with the Registry solely for the purpose of real name verification, and are otherwise subject to our [Privacy Policy](#). By registering a .CN domain, you expressly agree that your data may be stored on servers in the U.S., or otherwise outside of the People's Republic of China.

Refunds. Refunds for .CN Registrations will only be allowed where (i) registration of the applied for domain name is not permitted by the Chinese government; or (ii) you notify us of your intent to cancel for any reason within the first five (5) days after the Registration (i.e., after it is deemed permissible by the Chinese government). For the avoidance of doubt, refunds will not be permitted under any circumstances after five (5) days from the date of Registration, including, for example, in the event real name verification is not successful or if the Chinese government determines after Registration that the domain name should not have been registered (and directs us to delete).

(D) PROVISIONS SPECIFIC TO .JP REGISTRATIONS

Registration Restrictions. You represent and warrant that you have a local presence in Japan with a home or office address. You agree that certain domain names are reserved and can only be registered by certain parties. These include: (i) TLDs, other than ccTLDs, as determined by ICANN; (ii) geographical-type .JP domain names that are defined as metropolitan, prefectural, and municipal labels; (iii) names of primary and secondary educational organizations; (iv) names of organizations related to Internet management; (v) names required for .JP domain name operations; and (vi) character strings which may be confused with ASCII-converted Japanese domain names. The complete list of .JP Reserved Domains is available [here](#).