SAN BERNARDINO COUNTY

Contract Number
21-7600

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	One-time domain name registration transfer services to transfer two domain names from BlueHost, Inc. to GoDaddy.com LLC
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 Transfer Agreement provides terms and conditions for use of GoDaddy's domain name transfer services to transfer a registered domain name from another domain name registrar to GoDaddy as the domain name registrar.*

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► *Bonnie Uphold*	►	► *Bob Dutton*
Bonnie Uphold, Deputy County Counsel		Bob Dutton, Assessor-Recorder-County Clerk
Date 9-16-2021	Date	Date 9-20-2021

Non-Standard Contract Coversheet

Revised 3/14/19

GoDaddy DOMAIN NAME TRANSFER AGREEMENT

[https://ie.godaddy.com/legal/agreements/domain-name-transfer-agreement]

Last Revised: 21/10/2020

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

1. OVERVIEW

This Domain Name Transfer Agreement (this "Agreement") is entered into by and between GoDaddy.com, LLC, a Delaware limited liability company, or in the event of a .ca domain name, by and between Go Daddy Domains Canada, Inc., a British Columbia corporation (each "*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 Transfer services (the "Services") to transfer a registered domain name from another domain name registrar to GoDaddy as the domain name registrar.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with GoDaddy's Universal Terms of Service Agreement, Domain Name Registration Agreement, and Uniform Domain Name Dispute Resolution Policy, which are incorporated herein by reference.

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. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

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 the GoDaddy website (this "Site"). You acknowledge and agree that (i) GoDaddy may notify you of such changes or modifications by posting them 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 (as indicated by the "Last Revised" date at the top of this page) 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 account ("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 as an ICANN-accredited registrar, GoDaddy is bound by an agreement with ICANN. You acknowledge and agree that GoDaddy may modify this Agreement in order to comply with its agreement with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the top level domain TLD or country code top level domain ccTLD in question. As used herein, the terms registry, Registry, registry operator or Registry Operator shall refer to the registry applicable to the TLD or ccTLD in question. To identify the sponsoring registrar, click here.

This Agreement will be effective upon acceptance of the Registration and Transfer agreements in Step 3 of the Online Transfer Application process.

2. TRANSFER PROCESS FOR ALL DOMAIN NAMES, EXCEPT .CA DOMAIN NAMES

2.A. Steps for Transferring Your Domain Name Registration

NOTE: Once the transfer is complete, you will be able to RENEW, MODIFY DNS, and perform other functions by logging into your Account Manager. Complete all required information requested through the online transfer application, i.e. contact information, nameserver information, etc. Proceed through to the shopping cart and pay for your transfer(s). Update your Administrative Contact's email address at your current registrar. We will be contacting the Administrative Contact's email address for transfer approval. The transfer will only be initiated upon approval from your Administrative Contact. Once initiated, a transfer will be accepted or denied by the losing registrar within five (5) days.

2.B. Failed or Rejected Transfer Requests

GoDaddy may elect to accept or reject your domain name transfer application for any reason at its sole discretion. Rejections may include, but are not limited to:

- The current Registrar rejected the transfer;
- The original registration took place less than sixty (60) days prior to the transfer request;
- The domain name has been placed in a locked status by either the Registry or by the losing registrar;
- The domain was transferred to GoDaddy less than sixty (60) days prior to the transfer request;
- The domain name expired but was not renewed;
- The domain name expired and was renewed during the forty-five (45) day grace period and the forty-five (45) day grace period has not yet passed;
- The Domain Name Registrant was changed less than sixty (60) days prior to the transfer request;
- There was a Change of Account less than ten (10) days prior to the transfer request;
- Any pending bankruptcy of the current domain name holder;
- Any dispute over the identity of the domain name holder;
- Any situation described in the Dispute Policy; or
- Transfer orders over thirty (30) days old.

2.C. Terms for Transferring Domain Names

Upon successful transfer, you shall remain the registrant of the domain name and GoDaddy's sponsoring registrar shall become the registrar of record. Your registration will be automatically extended by one (1) year when available by the domain name registry (please see the product disclaimers located on this Site for any applicable exceptions). Domain name registration transfers may only be initiated once acceptance of this Agreement is recorded, payment is made and the Administrative contact has responded positively to our email message asking for Permission to Transfer. The email message asking for Permission to Transfer will be sent to the Domain Name(s) Administrative Contact as identified in the previous Registrar's WHO-IS database. You agree to retain a copy for your own records of the receipt for purchase of your domain name. The Administrative Contact will be acting on behalf of the Registrant and has legal authority to initiate this transfer request. You are responsible for updating the Administrative Contact's email as identified in the previous Registrar's WHO-IS database.

2.D. Transfers of Recently Renewed Domain Names

You understand that if you are transferring a domain name that has been recently renewed, there is the potential the renewal year will be lost. The renewal year will be lost if: (i) the domain name was renewed during the forty-five (45) day grace period after the expiration date had passed; and (ii) forty-five (45) days have not yet passed since that expiration date. You understand and agree that GoDaddy is not responsible for this lost year and that GoDaddy will not credit that year to your domain. You will need to review the registration agreement you have with your previous registrar to determine if you are due a refund or credit for the lost year. Please contact your previous registrar if you have any questions about the lost year. You understand and agree that GoDaddy will not intervene in the recovery of any such lost registration years that occur during the transfer of your domain name.

2.E. Data for Domain Transfer

You understand this is a request for a domain name transfer of registrars. By acceptance of this Agreement, you are requesting the domain name registration be transferred from the current registrar to GoDaddy. As the current authorized Registrant of the domain name(s), you agree to authorize this transfer by notifying your Administrative contact of his/her responsibilities with respect to this transfer. You acknowledge that you and GoDaddy have entered into a Domain Name Registration Agreement. You have read, understood, and agree to be legally bound by the agreements that govern all domain names registered through GoDaddy as found on the legal agreements page, including the Domain Name Registration Agreement; the ICANN Rules for Uniform Domain Name Dispute Resolution Policy; this Agreement; any GoDaddy policies and procedures that are or may be published from time to time by GoDaddy, ICANN, and/or the Registry Administrator chosen by ICANN.

3. TRANSFER PROCESS FOR .CA DOMAIN NAMES

3.A. Steps for Transferring Your Domain Name Registration
NOTE: Once the transfer is complete, you will be able to RENEW, MODIFY DNS, and perform other functions by logging into your Account Manager. Complete all required information requested through the online transfer application, i.e. contact information, nameserver information, etc. Proceed through to the shopping cart and pay for your transfer(s). Update your Administrative Contact's email address at your current registrar. We will send an email to the email address in your account for transfer approval. The transfer will be initiated immediately once the correct authorization code is provided.

3.B. Failed or Rejected Transfer Requests

GoDaddy may elect to accept or reject your domain name transfer application for any reason at its sole discretion. Rejections may include, but are not limited to:

- The original registration took place less than sixty (60) days prior to the transfer request;
- The domain name has been placed in a locked status by either the Registry or by the losing registrar;
- The domain was transferred to GoDaddy less than sixty (60) days prior to the transfer request;
- The domain name expired but was not renewed;
- The domain name expired and was renewed during the forty-five (45) day grace period and the forty-five (45) day grace period has not yet passed;
- The Domain Name Registrant was changed less than sixty (60) days prior to the transfer request;
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4. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

5. DEFINITIONS; CONFLICTS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Universal Terms of Service Agreement. In the event there is a conflict between the provisions of this Agreement and the provisions of the Universal Terms of Service Agreement, the provisions of this Agreement shall control.