

Should you seek to register a .US second level domain name you, the registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES.

You represent and certify that, to the best of your knowledge and belief,

- i. neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party,
- ii. you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder,
- iii. you have and shall continue to have a lawful bona fide U.S. Nexus as defined in the "usTLD Nexus Requirements" ,
- iv. you are of legal age to enter into this Agreement, and
- v. you agree to comply with all applicable laws, regulations and policies of , and the usTLD Administrator.

2. PROVISION OF REGISTRATION DATA.

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- i. the Registered Name;
- ii. the names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- iii. your name and postal address;
- iv. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;
- v. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;
- vi. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Registered Name;
- vii. any remark concerning the registered domain name that should appear in the Whois directory; and
- viii. any other data NeuStar, as the Registry, requires be submitted to it, including specifically information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.). You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory pursuant to the DoC/Registry Policy. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the Department of Commerce Contract with the Registry or any USTLD Administrator/DoC Policy.

3. INACCURATE OR UNRELIABLE DATA.

You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement.

4. GOVERNMENT USE OF DATA.

You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to

do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

5. LICENSING OF A DOMAIN NAME.

If you intend to license use of a domain name to a third party, you nonetheless are the registrant of record and are responsible for providing full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to a party providing you reasonable evidence of actionable harm.

6. DOMAIN NAME DISPUTE POLICY.

If you reserved or registered a .us domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the usTLD Administrator as documented on its web site, www.neustar.us, as they may be amended from time to time, and which are hereby incorporated and made an integral part of this Agreement.

7. DOMAIN NAME DISPUTE POLICY MODIFICATIONS.

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

8. DOMAIN NAME DISPUTES.

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute, including Registry policies incorporated by reference. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until

- i. we are directed to do so by the judicial or administrative body, or
- ii. we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

9. JURISDICTION.

For the adjudication of disputes concerning or arising from use of the domain name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts

- i. of the Registrant's domicile,
- ii. the State of Washington, and
- iii. the Commonwealth of Virginia.

10. SUSPENSION, CANCELLATION OR TRANSFER.

You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any usTLD Administrator adopted specification or policy, or pursuant to any registrar or usTLD Administrator procedure not inconsistent with a usTLD Administrator adopted specification or policy,

- i. to correct mistakes by Registrar or the usTLD Administrator in registering the name or
- ii. for the resolution of disputes concerning the domain name.

11. INDEMNIFICATION.

The Registrant shall indemnify and hold harmless the and the usTLD Administrator and their directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's

- i. domain name registration and
- ii. use of any of a domain name.

12. RESERVATION BY USTLD ADMINISTRATOR.

and usTLD Administrator reserve the right to deny, cancel or transfer any registration that they deem necessary, in their discretion,

- i. to protect the integrity and stability of the registry,
- ii. to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process,
- iii. to avoid any liability, civil or criminal, on the part of usTLD Administrator or , as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders,
- iv. for violations of this Agreement, or
- v. to correct mistakes made by usTLD Administrator or any registrar in connection with a domain name registration. usTLD Administrator and also reserve the right to freeze a domain name during resolution of a dispute.