

Domain Registration Agreement

In this Domain Registration Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and "we", "us", "our" and "Vivid" refer to Vivid Domains, Inc.; and Generic Top Level Domain Registries ("gTLD Registries") refer to VeriSign, Inc. ("VNDS"), NeuLevel, Inc. ("NeuLevel"), NeuStar, Inc. ("NeuStar"), Afiliis Limited ("Afiliis"), Public Interest Registry ("PIR") and all other Registries authorized by Internet Corporation for Assigned Names and Numbers ("ICANN") to administer Generic Top Level Domains ("gTLD's") approved by ICANN. This Agreement sets forth the terms and conditions of your use of Vivid to register a domain name on the Internet and/or to transfer a domain name from another registrar to Vivid. This Agreement also applies to additional services Vivid may offer from time to time. To complete the registration process and to be provided with any other service offered by Vivid, whether offered directly or by affiliates, agents, partners, or employees of Vivid, you must read and agree to be bound by all terms and conditions of this Agreement, the Vivid Fee Schedule ("Fee Schedule") and Domain Name Dispute Resolution Policy ("Dispute Policy"), and any rules or policies that are or may be published by Vivid and Internet Corporation for Assigned Names and Numbers ("ICANN"). This Agreement will become effective when accepted by Vivid. Vivid may elect to accept or reject your domain name registration application or transfer application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name. Vivid has been accredited by ICANN to act as a registrar in the .com, .net, .org, .biz, .info and .us TLD's and has agreed to comply with the terms and conditions of its agreement with ICANN ("ICANN Agreement"). You acknowledge that Vivid may modify this Agreement if necessary to comply with its ICANN Agreement, or otherwise.

As an ICANN accredited domain name registrar, Vivid is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations we register for .com, .net, .org, .biz and .info and other gTLD's for which Vivid is accredited by ICANN are not effective until we have delivered the domain name registration information you provide us to the registry administrator for the gTLD, as applicable, and the registry administrator puts into effect your domain name registration. You agree and acknowledge that Vivid is not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to your application and receipt of, or failure to receive, a domain name registration. You further agree to indemnify, defend and hold harmless Vivid and the registry administrator 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, your domain name registration.

1. Fees, Payment and Term of Service.

As consideration for the services you have selected, you agree to pay Vivid the applicable service(s) fees set forth on our Web site at the time of your selection. All fees are due immediately and are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term. Initial domain name registrations, and domain name registrations that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, modify, or otherwise to request Vivid to affect the domain name record or to provide domain name services. Domain name registrations in an unpaid status are routinely deleted or transferred to other parties on a regular basis. Vivid may take all remedies available to collect fees owed. If you qualify, we may, at our sole discretion, extend payment terms to you under our Corporate Account Credit Program. Unless otherwise specified, each Vivid service is for a two-year initial term and renewable in perpetuity thereafter for successive one to ten-year terms, as specified during the renewal process. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name reregistration, the domain name registry's acceptance of your domain name registration. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us. You agree that if you paid by credit card (initially or in connection with a renewal) for any services provided hereunder, Vivid is authorized, but not obligated, to automatically charge your credit card and renew the applicable service(s) on or before their renewal date using the credit card information you have provided to us, unless you have notified us (as provided herein) that you do not wish to participate in our automatic renewal process. You may "opt out" of our automatic renewal process by advising us via email at support@vividdomains.com or in accordance with the instructions on our Web site. You are solely responsible for the credit card information you provide to Vivid and must promptly inform Vivid of any changes thereto (e.g., change of expiration date, security code or account number). In addition, you are solely responsible for ensuring the services are renewed. Vivid shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services. Fees for services other than domain name registration services are covered in paragraph 22 of this agreement.

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with the payments of the registration fee or renewal fee for your domain name registration, you agree and acknowledge that the domain name registration shall be transferred to Vivid as the paying entity for that registration to the registry. We may reinstate your domain name registration solely at our discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee, currently set at US\$200. Should you wish to renew a domain

name registration it is your responsibility to renew the registration and pay the renewal fee prior to the expiration of the registration period.

2. Modifications to Agreement

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on Vivid's Web sites, or upon notification to you by e-mail or United States mail. You agree to periodically review our Web site, including the current version of this Agreement available on our Web site, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail to support@vividdomains.com. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees. By continuing to use Vivid's services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Vivid is authorized to alter or amend the terms and conditions of this Agreement.

3. Modifications to Your Account

In order to change any of your account information with us, you must use the User Name and the Password that you selected if you opened your account with us through our online application process. Please safeguard your User Name and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your User Name.

4. Domain Name Dispute Policy

If you reserved or registered a 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. The current version of the dispute policy may be found at our Web site: <http://vividdomains.com/terms-conditions> Please take the time to familiarize yourself with that policy.

5. 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.

6. 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. 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 below 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. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

7. Notices and Announcements

You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements please send us an email at support@vividdomains.com.

8. Domain Name Registration Information and Its Use

a. Information You Submit

As part of the registration process, you are required to provide certain information and to

update this information to keep it current, complete and accurate. This information includes (i) your full name, postal address, e-mail address, voice telephone number, and fax number if available; (ii) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (iii) the IP addresses of the primary nameserver and any secondary nameservers for the domain name; (iv) the corresponding names of those nameservers; (v) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name; (vi) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name; (vii) the name, postal address, e-mail address, voice telephone number, and fax number if available of the zone contact for the domain name; and (viii) any remark concerning the registered domain name that should appear in the Whois data. You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be a basis for cancellation of your domain name. If you intend to license use of a domain name to a third party you are nonetheless the SLD holder of record and are responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the SLD. If you license use of an SLD according to this provision you accept liability for harm caused by wrongful use of the SLD, unless you promptly disclose the identity of the licensee to all parties providing you reasonable evidence of actionable harm.

You acknowledge that Vivid will make some of the information that you provide during the registration process publicly available as required by ICANN. Additionally, you acknowledge that ICANN may impose guidelines, limits and/or requirements that relate to the amount and type of information that Vivid may or must make available to the public or to private entities. Vivid will not otherwise disclose your information to any third party unless it is required to maintain your domain name. You may request a copy of your information in Vivid's possession to review, modify or update such information. You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your registration may not be renewed.

b. Additional Information

In addition to the information you provide we maintain records relating to your domain name registration. These records may include (i) the original creation date of the registration; (ii) the submission date and time of the registration application to us and by us to the proper registry;

(iii) communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us; (iv) records of account for your domain name registration, including dates and amounts of all payments and refunds; (v) the name, postal address, e-mail address, voice telephone number, and where available, fax number of the contacts for the domain name; (vi) the expiration date of the registration; (vii) information regarding all other activity between you and us regarding your domain name registration and related services.

c. Obligations Relating to Provided Data

In the event that, in registering the domain name, you are providing information about a third party, you hereby represent that you have (i) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (ii) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over fifteen (15) calendar days to inquiries by Vivid concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

d. Disclosure and Use of Registration Information

You agree and acknowledge that Vivid will make available domain name registration information you provide or that we otherwise maintain to ICANN, to the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that Vivid may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our Whois service) or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws.

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

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

e. Personal Data

Personal data provided by you is used to send you important information and notices regarding your account and our services. Our Privacy Policy, located on our Web site at <http://vividdomains.com/terms-conditions> and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement 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. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you intend to license the use of our domain name registration services to a third party, you will remain our customer and you are responsible for complying with all terms and conditions of this Agreement. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Vivid the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. We, as are all accredited domain name registrars, are also required to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

f. Accessing and modifying your account information and personal data

Your account information and personal data may be accessed and modified using the User Name and Password that you selected when you opened your account with us through our online application process. Please safeguard your User Name and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your User Name or Password.

9. Ownership of Data

You agree and acknowledge that Vivid owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of the technical contact, administrative contact, zone contact and billing contact for the domain name registration, (d) any

remarks concerning the registered domain name that appear or should appear in the Whois or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. Vivid does not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

10. Agents and Licenses

You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, your agent incorrectly provides information in the application process or if your agent changes or otherwise modifies your domain name record incorrectly.

11. Change of Registrar

You agree to the following procedures for changing your sponsoring Registrar:

I. Changing your Registrar from Vivid to another Registrar

You agree not to change your Registrar from Vivid to another Registrar during the first 60 days after the initial registration of your domain name with Vivid. After 60 days, the gaining Registrar shall issue a transfer Registrar command to the Registry. The gaining Registrar shall also provide evidence to Vivid of express authorization for the requested change from you or an individual who has the authority to legally bind you as reflected in the Vivid database. You agree to confirm the requested change in response to any confirmation email Vivid sends to the Registrant email address you provided. You agree that Vivid may consider any lack of response or confirmation from you as a voluntary and written objection through opt-in means to the requested change.

II. Changing your Registrar to Vivid from another Registrar

- a. You may request that Vivid change your Registrar from your current Registrar to Vivid. Your request must be made online via our Web site or in writing by you or an authorized individual who has the authority to legally bind you as reflected in the losing Registrar's database.
- b. In those instances when the Registrar of record is being changed simultaneously with a transfer of a domain name from one party to another, Vivid shall also be provided with appropriate authorization for the transfer. Such authorization shall include, but not limited to, one of the following:
 1. A bilateral agreement between the parties.
 2. The final determination of a binding dispute resolution body.
 3. A court order.

12. Exclusive Remedy

You agree that your entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any Vivid's service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Vivid and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Vivid's services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your User Name or Password (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your Web site; (8) loss or liability from your inability to use our dot com mail service; (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agents failure to pay

any fees, including the initial registration fee or reregistration fee; or (10) loss or liability as a result of the application of our dispute policy.

13. Indemnity

You agree to release, indemnify, defend and hold harmless Vivid, gTLD Registries and any of our or their contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Vivid services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Vivid, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the Vivid services, or (g) any information, material, or services available on your licensed Vivid Web Site . When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Vivid services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

14. Representations and Warranties

You agree and warrant that: (i) neither your registration nor use of the any of the Vivid services nor the manner in which you intend to use such Vivid services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you have selected the necessary security option(s) for your domain name registration record, (iv) you are of legal age to enter into this Agreement (or you are at least 13 years of age and have your parents' permission to apply for services hereunder); and (vi) you agree to comply with all applicable laws and regulations.

15. DISCLAIMER OF WARRANTIES.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH Vivid OR ITS WEB SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY OF THE SERVICES OFFERED BY OUR AFFILIATES, PARTNERS, AGENTS OR EMPLOYEES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR ANY THIRD PARTIES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

16. Account Access

To access or use the Vivid services or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and/or passphrase. You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase.

17. Expiration of a Domain Name Registration, IP Address Changes

You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address or service designated by us, including, without limitation, to an IP address or service which hosts a parking, under construction or other temporary page that may include promotions and advertisements for, and links to Vivid's Web site, Vivid product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines, and you agree that we may place our contact

information in the WHOIS output for the expired domain name. Should you choose not to renew your domain name before or on its expiration date as shown in the Vivid system, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party (such a transaction is hereinafter referred to as a "Direct Transfer"). In the event we are able to identify such a third party (the "Direct Transfer Customer") and effectuate such a Direct Transfer, you will be eligible to receive a portion of the funds received by us as a result of a Direct Transfer of your domain name, as follows: (i) if you registered your domain name with Vivid directly through our Web site, you will be eligible to receive ten percent (10%) of the Net Proceeds received by us as a result of a Direct Transfer; and (ii) if you registered your domain name with Vivid through a third party agent (such as your ISP, for example), you will be eligible to receive seven percent (7%) of the Net Proceeds received by us as a result of a Direct Transfer. You acknowledge and agree that the Direct Transfer process may be facilitated through a third party provider, a single Direct Transfer Customer, or through a brief auction involving multiple parties who are interested in your domain name. For purposes of this paragraph, "Net Proceeds" shall mean the total fees received by us as a result of a Direct Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Direct Transfer of the domain name. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within sixty (60) days after the date of the Direct Transfer, you first provide us with your name, address, Form W-9, and any other related information requested by us (including, but not limited to, Federal Tax ID, if applicable). We cannot guarantee, and we make no representation or promise, that any Direct Transfer will occur with respect to your domain name.

18. Breach and Revocation

You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other Vivid service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services. Vivid reserves the right to suspend, cancel, transfer or modify your domain name registration in the event (a) you breach this Agreement or Dispute Policy and do not cure such breach within thirty (30) days of notice by Vivid, (b) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, (c) you use your domain name in connection with unlawful activity, (d) you use scripts or any automated or repetitive process to register a domain name or domain names, (e) you use any process that circumvents the Vivid website directed step by step registration sequence to register a domain name or domain names, or (f) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the SLD name. We will not refund any fees paid by you if we terminate your services or if we suspend, cancel or transfer your registration.

You also agree that Vivid shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon ten (10) calendar days prior written notice, or at such time as Vivid receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

19. New Customers through a Backorder Service

If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Vivid at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of a Direct Transfer (defined above). If you are registering a domain name through a backorder service and the domain name was not registered with Vivid at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Vivid by the provider of the backorder service.

20. Right of Refusal

We, in our sole discretion, reserve the right to refuse to register your chosen domain name or register you for other Vivid's service(s), or to delete your domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your domain name or register you for other Vivid's service(s), or we delete your domain name or other Vivid's service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You

agree that we shall not be liable to you for loss or damages that may result from our refusal to register, the deletion your domain name or refusal to register you for other Vivid's service(s).

21. **Severability**
You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.
22. **Entirety**
You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.
23. **Transfer and Assignment.**
You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions described on the Vivid website. Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.
24. **Governing Law**
Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Florida, as if the Agreement was a contract wholly entered into and wholly performed within the State of Florida. Except as otherwise set forth in the Dispute Policy with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the Vivid site shall be brought exclusively in the United States District Court for the Southern District of Florida, or if there is no jurisdiction in such court, then in a state court in Miami Dade County.

Only for disputes concerning or arising from your use of a domain name registered with us, you agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Southern District of Florida, and the courts of your domicile.
25. **Agreement To Be Bound**
By applying for a domain name registration or for Vivid service(s) through our online application process, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Vivid.
26. **Notices**
You agree that any notices required to be given under this Agreement by Vivid to you will be deemed to have been given if delivered in accordance with the contact information you have provided.
27. **General**
This Agreement, the Vivid Fee Schedule and the Dispute Policy, together with all amendments or modifications to any of them, constitute the complete and exclusive agreement between you and Vivid, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of Vivid to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Vivid of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Vivid will amend or replace such provisions with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Vivid as reflected in the original provision. No provision of this Agreement, including the Vivid Fee Schedule and the Dispute Policy, may be amended or modified by you except by means of a written document signed by an officer of Vivid.
28. **Additional Services**
Vivid may from time to time offer services in addition to and including domain name registration services ("Services"). These Services may include, but are not limited to, administrative services, DNS services, email services, hosting services, monitoring services, domain name registration services, monitoring and domain name registration services, URL forwarding services, web design services and web development services. These Services may be provided directly by Vivid or by third parties. The fees for these Services may vary in accordance with the fees listed on the Vivid website and the web

sites of the third parties providing such Services. For Services provided by Vivid whose fees are not listed on the Vivid web site, the fees that apply shall be determined solely by Vivid unless otherwise agreed to in writing by you and Vivid. Payments made for services provided by Vivid may be accepted by Vivid in advance of the Services being provided. Payments made in advance for such Services are non-refundable and shall apply to Services provided to you during the 30-day period following receipt of payment. Vivid may at its sole discretion, but is not obligated to, apply payments made in advance, or portions thereof, to fees due for Services that are provided more than 30 days after receipt of payment. Vivid agrees to accept payments you make in advance as payment in full for Services provided during the 30 days following receipt of payment unless Vivid notifies you otherwise within 30 days of receipt of payment. You agree that all payments you make in advance are non-refundable and that Vivid is not obligated to apply any payments made in advance, or any portion thereof, to Services provided after 30 days following receipt of payment. Vivid, its affiliates, partners, agents, directors, officers and employees may request and receive such Services, and may receive special consideration not offered to others in regard to these services. Vivid provides no guarantee that any Services requested will be provided, nor does Vivid provide any service level agreement ("SLA") for such Services. All terms and conditions of this agreement also apply to any such Services offered.

29. Additional Registry Requirements

A. Additional Terms and Conditions for .INFO Domain Name Registrations

1. You consent to the use, copying, distribution, publication, modification, and other processing of Registered Domain Name Holder's Personal Data by Afilias, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.
2. You agree to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification.
3. You agree to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
4. You acknowledge that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
5. Vivid and Afilias, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Vivid and/or Afilias as well as their affiliates, subsidiaries, officers, directors and employees. Vivid and Afilias also reserve the right to freeze a domain name during resolution of a dispute.

B. Additional Terms and Conditions for .BIZ Domain Name Registrations

6. BIZ RESTRICTIONS. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:
 - a. To exchange goods, services, or property of any kind;
 - b. In the ordinary course of trade or business; or
 - c. To facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business. Registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

7. BIZ CERTIFICATION. As a .biz domain name registrant, you hereby certify to the best of your knowledge that:
- a. The registered domain name will be used primarily for bona fide business or commercial purposes and not (i) exclusively for personal use; or (ii) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>
 - b. The domain name registrant has the authority to enter into the registration agreement; and
 - c. The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.
8. 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) your full name, postal address, e-mail address, voice telephone number, and fax number if available; (ii) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (iii) the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain name; (iv) the corresponding names of those nameservers; (v) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name; (vi) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name; (vii) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and (viii) any remark concerning the registered domain name that should appear in the Whois directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Agreement.

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 an 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. 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 ICANN Agreement or any ICANN/Registry Policy.

9. DOMAIN NAME DISPUTE POLICY. If you reserved or registered a .biz 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 following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.

- i. The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and
- ii. The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

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, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. 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.

1. 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.
 2. 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. 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 below 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.
 3. RESERVATION OF RIGHTS. Vivid and the .biz Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Vivid and/or NeuLevel, Inc., as well as thier affiliates, subsidiaries, officers, directors and employees. Vivid and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.
30. Additional Terms and Conditions for Registrants of Domain Names in the Country Code Top-Level Domains
- A. All cc-TLDs
In addition to the terms set forth above, the following terms shall apply to registrants of domain names registered in the country-code top-level domains available for registration on our Web site, including but not limited to the .tv, .cc, .bz, .ws, .au, .uk, .org.uk, .co.uk, .be, .br, .az, .at, .com.mx, .nz, .net.nz, .org.nz, .jp and .de country-code top-level domains ("ccTLD Services"). Your registration of a domain name in any ccTLD (each a "New TLD

Domain Name"), is subject to policies and service agreements established or revised from time to time by the registry (or operator of such registry) for such New TLD Domain Name ("New TLD Registry"), in its capacity as the registry for its respective Top Level Domain. Each respective New TLD Registry's current policies and service agreements ("New TLD Registry Policies") are available for you to review at each New TLD's respective website (for example, the registry policy for .bz can be found at <http://www.belizenic.bz/terms.php>, the registry policy for .be can be found at http://www.dns.be/eng/DomainInfo/enduser_termsandconditions.htm, the registry policy for .com.mx can be found at http://www.nic.mx/nic/plsql/nic_Politicassic_Politicassic_Dominios, the registry policy for .nz can be found at <http://www.domainz.net.nz/Domainz.asp?Content=Terms>, the registry policy for .de can be found at <http://www.denic.de/doc/DENIC/agb.en.html>, the registry policy for .uk can be found at <http://www.nominet.org.uk/nominet-terms.html>). You agree to be bound by and comply with the applicable New TLD Registry Policies, including amendments and modifications thereto, with respect to your New TLD Domain Name registration. You acknowledge and agree that you have reviewed and satisfied yourself as to the obligations and conditions contained in the applicable New TLD Registry Policies. Such policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the New TLD Registry policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the New TLD Registry has the right to enforce the New TLD Registry Policies. With respect to any domain name registrations in the .de ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Terms and Conditions of the Agreement, you authorize and direct us to designate Vivid (or our vendor's) personnel as your administrative contact for all such domain name registrations. With respect to any domain name registrations in the .nz ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Terms and Conditions of the Agreement, you authorize and direct us (or our selected vendor) to (i) submit service request to and interact with the .nz New TLD Registry on your behalf and (ii) designate a Vivid email address (or the email address of our selected vendor) as the registrant email address of record with the .nz New TLD Registry. With respect to any domain name registrations in the .co.nz, .org.nz, or .net.nz, you acknowledge and agree that email address for any domain name registrations may be defaulted to VeriSign, Inc.

- B. Submission of ccTLD Orders Subject to the terms hereof and the applicable New TLD Registry Policies, you may, through the use of the Vivid ccTLD Services or such other means as Vivid may designate in writing, place orders for the Vivid ccTLD Services. Such orders shall be submitted in the form and manner prescribed by Vivid. By submitting an order for any ccTLD Services, You represent and warrant to Vivid that the order is consistent with the New TLD Policies for the applicable New TLD Registry. You expressly authorize Vivid to bind you to all terms and conditions in any corresponding registry or registrar for the ccTLD Services provided pursuant to this Schedule. Furthermore, you acknowledge and agree that in certain specific instances a specific New TLD Registry may require direct contact with the Registrant or through Vivid or a third party provider of the ccTLD Services.
- C. Compliance with Registrar and Registry Policies
You are solely responsible for ascertaining the contents of any New TLD Registry Policies and any amendments or modifications thereto. You represent and warrant that any order you submit for ccTLD Services is compliant with the applicable registry policies, terms and conditions. You further represent and warrant that any information provided by or through you to Vivid in connection with the services hereunder is accurate and complete, and submitted in the form required by the applicable registry. You also agree that you have a continuing obligation to periodically monitor such policies for any changes.
- D. Supporting Documentation
You agree to timely provide Vivid with all information and supporting documentation reasonably requested by Vivid to fulfill any accepted order. If such information is not provided prior to the earlier of the time required for the provision of the ccTLD Services or a period of thirty (30) days from the date of the request, or if the information provided is incorrect or false, Vivid may terminate the portion of the order for which information was requested, and any fees paid in connection therewith shall be non-refundable or, if fees have not yet been paid, a 10% processing fee shall be applied.
- E. Warranties
You represent and warrant that any ccTLD domain name registered pursuant to an order made hereunder is registered and used for lawful purposes.
- F. NO GRACE PERIOD for certain ccTLDs Registrations
There are no grace or redemption periods available for the following country specific domain names: .co.uk, .org.uk, .me.uk, .de, .jp, .be, .at, .co.nz, .net.nz, .org.nz, .mx. country-specific

extensions ("Country Specific Domain Name(s)"). In addition, if you do not renew your Country Specific Domain Name prior to the renewal date for such country specific domain name, then you run the risk of loss of your Country Specific Domain Name. Due to this risk of permanent loss of your Country Specific Domain Name, as well as all other services purchased at the same time with these country-specific extensions, Vivid may place these particular Country Specific Domain Names on automatic renewal ("Auto Renew") upon your purchase. --
-OUT--This feature may be turned off by the Account Holder/Primary Contact or Account Administrative Contact. To turn the Auto Renew feature on or off, click the Renew Services tab, and then click the link in the Auto Renew column. --out--- PLEASE NOTE THAT YOUR FAILURE TO RENEW YOUR COUNTRY SPECIFIC DOMAIN NAMES AND RELATED SERVICES BEFORE THE DATES LISTED BELOW WILL RESULT IN A FOURTEEN (14) DAY INTERRUPTION IN SERVICE ("INTERRUPTION PERIOD") BEFORE THE END OF YOUR THEN CURRENT TERM, AFTER WHICH YOUR COUNTRY SPECIFIC DOMAIN NAME WILL BE DELETED FROM THE REGISTRY. You acknowledge and agree that by purchasing Country Specific Domain Name services from Network Solutions that Vivid shall not be liable for the following: (1) any loss, damage or liability you incur due to any interruption caused by your failure to renew the services; (2) any loss, damage or liability you incur due to the loss of domain name registrations as a result of the failure to renew such services; and (3) your sole and exclusive remedy for any claim arising under this Country Specific Domain Name service shall be limited to those remedies provided under Section 7 (Exclusive Remedy) of this Service Agreement. Vivid disclaims any and all liability in the loss of domain name registrations due to failure to renew services. .co.uk, .org.uk, .me.uk, .de, and .be country-specific extensions must be renewed no later than twenty six (26) days before the domain name's expiration date to avoid a fourteen (14) day interruption in service. .jp, .at, .co.nz, .net.nz, .org.nz, and .mx country-specific extensions must be renewed no later than fifty seven (57) days before the domain name's expiration date to avoid a fourteen (14) day interruption in service.