
TUCOWS MASTER SERVICES AGREEMENT

WHEREAS, Tucows.com Co., a Nova Scotia Corporation with its principal place of business in Toronto, Ontario, Canada (hereafter “Tucows”), provides certain services defined below as the “Tucows Services;” and



WHEREAS, Customer, the person or entity defined below, wishes to use, resell and/or provision the Tucows Services for itself and the benefit its own Users,

NOW, THEREFORE, in consideration of the mutual promises described in this Agreement, the parties agree to legally bind themselves as follows:

1. DEFINITIONS

- 1.1. “Tucows Services” means the services offered by Tucows in this Agreement and more fully described in Sections 2-9 below.
- 1.2. “Customer” means the person or entity entering this Agreement with Tucows.
- 1.3. “User” means a person or entity registering, transferring, renewing, or managing a domain name or digital certificate or otherwise using any of the Tucows Services through Customer.
- 1.4. “Agreement” means this document, and all its schedules and other documents incorporated by reference.
- 1.5. “Effective Date” means the later of the two dates on the signature page below, or if the Agreement is executed by electronic means, the first date on which Customer agreed to these terms or began using the Tucows Services.
- 1.6. “Term” has the meaning outlined in Section 12 of this Agreement.
- 1.7. “API” is an acronym that stands for “Application Program Interface.” As used in this Agreement, “API” means the set of technical specifications and routines that allow Customer’s computer systems to access and carry out certain operations on Tucows’ computer systems.
- 1.8. “Storefront” refers to Tucows’ fully hosted e-commerce site for selling and provisioning OpenSRS domains and related services (including, e.g., registration of domain names , Premium Domain Names, Whois Privacy Services, Managed DNS, URL and Email Forwarding). “Storefront” also handles User billing through a secure payment gateway.

- 1.9. "Shopco.com" refers to the secure e-commerce shopping cart and payment gateway used by Customers using the Storefront service to settle User payment of services provisioned through the Storefront. The charge on the Users credit card statement will appear as "Shopco.com".
- 1.10. "Commission" refers to the amount earned by a Customer on the sale of OpenSRS services via Storefront.
- 1.11. "Communications" means all written communications with Users, including registration applications, confirmations, modifications, terminations, invoices, credits, or other correspondence related to the use or provisioning of the Tucows Services.
- 1.12. "Confidential Information" means all information disclosed by a party including technical information, software, financial data, and business and marketing plans. Confidential Information shall not include information which (i) is publicly available at the time of its disclosure or becomes publicly available through no fault of the receiving party; (ii) is lawfully obtained by the receiving party from a third party without restriction; or (iii) is known by the receiving party prior to the date of disclosure as demonstrated by the receiving party's records kept in the ordinary course of business.
- 1.13. "Contact(s)" are persons or entities associated with domain name records. "Contacts" include the registrant, billing contact, technical contact, administrative contact, or any other contact mandated by the Internet Corporation for Assigned Names and Numbers ("ICANN") or any Registry, now or in the future.
- 1.14. "Contact Data" includes the true, accurate and current name, address, telephone number and email address of a Contact.
- 1.15. "DNS" is an acronym that refers to the Internet's "Domain Name System."
- 1.16. "OpenSRS" means the Open Shared Registration System developed and managed by Tucows. OpenSRS is a system for the registration of Internet domain names in Supported TLDs, for which Tucows is the Registrar.
- 1.17. "Registrant" means the person or organization that has registered a domain name and has the right to use the domain name for a specified period of time on the terms and conditions specified by Tucows and Customer.
- 1.18. "Registrar" means a person or entity accredited by ICANN and/or Registry to facilitate the registration of domain names.
- 1.19. "Registry" means a person or entity that (i) maintains and serves the zone file for a Supported TLD, or (ii) maintains and serves digital certification identifiers.



- 1.20. "Registration Agreement" means the agreement entered into by and between Tucows and each Registrant, in substantially the form attached as Appendix B.
- 1.21. Supported TLDs means those top-level domains offered by Tucows and which are specified on the Fee Schedule to this Agreement, at Appendix A.
- 1.22. Supported Certificate Services means those digital certificate services offered by Tucows for which Customer hereby contracts to sell and which are specified on the Fee Schedule to this Agreement, at Appendix A.
- 1.23. Whois Information means the Contact Data required by each Registrant for each domain name registration.
- 1.24. Whois Registry means the publicly accessible directory of Contact Data for domain names, IP addresses, or digital certificates.
- 1.25. "Sub-reseller" means resellers within the Customer's OpenSRS account which sell OpenSRS products on behalf of the Customer.



2. OPENSRS

- 2.1. Throughout the term of this Agreement, Tucows shall provide Customer with access to OpenSRS to enable Customer to transmit both (a) domain name registration information for the Supported TLDs; and, (b) digital certificate registration information for the Supported Certificate Services.
- 2.2. In addition to providing customer with access to OpenSRS, as specified above, Tucows also shall provide Customer with the ability to provision a Storefront to facilitate the sale, management of OpenSRS domain services to/for their Users.
- 2.3. Tucows shall provide Customer with the API which will enable Customer to develop its own systems to register those domain names and digital certificates supported by Tucows.
- 2.4. Customer shall submit all data elements as specified in the API to OpenSRS using the appropriate Tucows protocols.
- 2.5. Customer shall use the API, and each of the Tucows Services, in the manner intended, as specified by Tucows from time to time.
- 2.6. Customer shall comply with all terms or conditions established by Tucows from time to time to assure the sound operation of OpenSRS.
- 2.7. Customer shall develop and employ all necessary technology to ensure that its connection to OpenSRS and all transmissions

between Customer, Users, sub-resellers (if applicable) and OpenSRS that are initiated for the purpose of creating, deleting or modifying data within the Tucows database or a Registry database are secure. All transmissions shall be authenticated and encrypted using protocol prescribed by Tucows. Customer shall authenticate every connection with OpenSRS using its password and shall notify Tucows within four (4) hours of learning that its password, or the password(s) of any of its sub-resellers, have been compromised in any way.



- 2.8. Customer shall respond to and fix any and all technical problems, if any, in its use of OpenSRS as they arise.
- 2.9. Customer agrees that Tucows, in its sole discretion, may temporarily suspend access to OpenSRS as necessary or appropriate.

3. DOMAIN NAME REGISTRATIONS

- 3.1. Customer may choose to offers its Users Domain Name Registrations, as described in this Section 3.
- 3.2. Customer shall use the domain name lookup capability mandated by Tucows in the API or Storefront to determine if a requested domain name is available for registration.
- 3.3. Customer agrees that each User must agree to be bound by the terms and conditions of the Tucows User Registration Agreement for each Selected TLD in the form outlined in the Appendix B to this Agreement, and/or such other agreements as Tucows shall post on its website from time to time. Customer may require that its Users agree to additional terms and conditions, provided such terms and conditions do not conflict in any manner with the policies of Tucows, ICANN, a Registry or any other governing body with appropriate authority over the Supported TLDs.
- 3.4. If Customer is not an ICANN-accredited registrar, Customer shall not display the ICANN or ICANN-Accredited Registrar logo, and shall not otherwise represent itself as accredited by ICANN.
- 3.5. Customer shall identify Tucows as the sponsoring registrar upon inquiry from a customer.
- 3.6. Customer agrees not to register names using any proxy contact information or privacy services unless customer uses Tucows' WHOIS Privacy service OR customer displays a conspicuous notice to registrants at the time an election is made to use such privacy or proxy service that their data is not being escrowed. Customer agrees to, at its own expense, indemnify, defend and hold harmless Tucows and its employees, directors, officers, representatives, agents, affiliates and third party beneficiaries (including Tucows' suppliers), against any claim, suit, action, or other proceeding brought against Tucows based on or arising from

the customer using their own proxy contact information or privacy service.

- 3.7. Any registration agreement used by Customer shall include all registrant registration agreement provisions and notices required by Tucows' "Exhibit A" agreement, located at <http://www.opensrs.com/docs/contracts/exhibita.htm>, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.
- 3.8. Customer shall assist in the facilitation of transfers of domain name registrations from another registrar to Tucows, and vice versa, according to the policies of ICANN and/or any applicable Registry. Customer shall not interfere in any manner with any transfers.
- 3.9. Customer acknowledges that in the event of a dispute concerning the time of entry of a domain name registration into a Registry's database, the time shown in that Registry's records shall prevail.
- 3.10. In the event of any dispute involving a domain name registration, Customer shall provide all reasonable assistance to Tucows, the Registry and/or any court or arbitrator considering the dispute. At Tucows request, Customer shall forward copies of all Communications to Tucows.
- 3.11. Tucows shall provide Reseller with access to each of Reseller's Customers in order that Reseller can make changes to domain name information on behalf of the Customer. Reseller expressly acknowledges and agrees that it shall modify Customer account information in accordance with the instructions of the Customer and the policies of Tucows. In the event that a dispute arises between Reseller and a Customer as a result of any modification to a Customer's account, Reseller shall fully defend and indemnify Tucows from any and all liability arising out of the dispute, including as provided in the Agreements. In the event Reseller declines or is unable to meet its defense and indemnification obligations under this Paragraph, Tucows shall have the right, in its sole discretion, to resolve the dispute in the manner it deems most expeditious.. Tucows reserves the right, at its sole discretion, to revoke Reseller's access to modify Customer domain names at any time.
- 3.12. In the event Customer decides to offer any of ".com.au", ".net.au", ".org.au", ".asn.au" or ".id.au" registrations, Customer acknowledges and understands that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.auda.org.au/policy/current-policies/>. Customer is responsible for monitoring the Registry's site on a regular basis.



Customer understands and agrees to identify themselves as a reseller of Tucows Services on their website.

Customer understands and acknowledges that Tucows may, from time to time, be required by the registry operator to inform registrants directly by email of new or changed published policies or codes of practice.



4. SUB-RESELLERS

- 4.1. Customer may choose to allow its own customers (“sub-resellers”) to offer services using Tucows’ domain name registration and Personal Names services. Customer acknowledges sub-resellers are not in turn able to offer sub-reseller services using OpenSRS.
- 4.2. Customer accepts responsibility for the actions of its sub-resellers, and agrees to adhere its sub-resellers to all the conditions set forth both in this agreement and Exhibit B.
- 4.3. Customer agrees to provide all necessary sales and technical support to its sub-resellers and related customers.
- 4.4. Customer acknowledges Tucows is not responsible for providing support to its sub-resellers, or customers of its sub-resellers, but may choose to provide support to them at its discretion.
- 4.5. When funding a sub-reseller’s balance, Customer agrees and acknowledges that Customer is financially responsible to Tucows for any of the Tucows services consumed or used by sub-resellers. In all other cases, Customer agrees and acknowledges that Customer’s sub-resellers are financially responsible to Tucows for any of the Tucows services consumed or used by sub-resellers.

5. TRUST SERVICES

- 5.1. Customer may choose to offer its Users Trust Services (SSL Certificates, Website Security and Privacy), as described in this Section 5.
- 5.2. Customer agrees that each User must agree to be bound by the terms and conditions of the registration agreements in the forms specified by each Trust Service registry as found at the following URLs:

GeoTrust brands Subscriber Agreements:
<http://www.geotrust.com/resources/repository/legal/>

thawte brands Subscriber Agreements:
<http://www.thawte.com/repository/index.html>

VeriSign brands Subscriber Agreements:
<http://www.verisign.com/repository/subscriber/index.html>

Trustwave brands Subscriber Agreements:
<https://ssl.trustwave.com/CA/>

Comodo brands Subscriber Agreements:
<http://www.comodo.com/about/comodo-agreements.php>

SiteLock Policies and Customer Agreements:
<http://www.sitelock.com/terms.php>

Truste Privacy Policy:
<http://www.truste.com/privacy-policy.html>



Customer may require that its Users agree to additional terms and conditions, provided such terms and conditions do not conflict in any manner with the policies of Tucows or any entity.

6. MANAGED DNS

- 6.1. Customer may choose to offers its Users Managed DNS Services, as described in this Section 6.
- 6.2. “Managed DNS Services” includes (a) zone record management, to add, delete or modify DNS records such as A, CNAME, and MX records; (b) domain forwarding, to forward one domain name to another; (c) sub-domain forwarding, to forward a subdomain to another domain; (d) URL framing, to forward a domain to another domain while keeping the URL static; (e) domain templates, to point a domain name to parked, “for sale,” “coming soon,” or similar standard web pages; (f) subdomain delegation, to delegate authority of a subdomain to another user; and (g) secondary DNS, to allow Customer and Users to create a back up zones for their primary DNS Service using Tucows nameservers.

7. WHOIS PRIVACY SERVICE

- 7.1. Customer may choose to offer its Users a Whois Privacy Service, as described in this Section 6. For purposes of this Agreement, any User who opts to use this Whois Privacy Service is a “Privacy Registrant.”
- 7.2. Each Privacy Registrant must provide true, accurate and current Contact Data to Customer and Tucows. Tucows will keep the Privacy Registrant’s Contact Data on file in accordance with the Tucows User Registration Agreement but will include the following

information in the publicly available Whois Registry: (a) "contactprivacy.com" shall appear as the Registrant and Contact(s); (b) Tucows postal address and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s); (c) the primary and secondary name servers shall be those designated by the Registrant; (d) the original date of registration and the expiration of each domain name; and, (e) Tucows will be identified as the registrar of record.



- 7.3. Each Privacy Registrant will retain complete control over the domain name and its registrations records and may suspend and reinstate the Whois Privacy Service as desired.
- 7.4. The Whois Privacy Service may be purchased for both new and existing domain name registrations. Existing policies regarding refunds for new domain name registrations will also apply to the Whois Privacy Service.
- 7.5. The Whois Privacy Service may be applied to transfers to Tucows but will only commence when the transfer of the domain name has been completed and the registration is in the Tucows database. The Whois Privacy Service must be disabled in order to transfer a domain name registration away from Tucows. Registrations will leave the Tucows database with the Registrant's Contact Data and not the Privacy Registrant data elements specified in Section 4.2 above.
- 7.6. The Whois Privacy Service will be provided until it is cancelled by Customer or the Privacy Registrant.
- 7.7. Communications received by Tucows with respect to a particular domain name registered to a Privacy Registrant will be handled as follows: (a) Tucows will forward to the Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to the Registrant. Regular postal mail will be discarded or returned to sender at Tucows discretion; (b) Email correspondence will be forwarded according to the instructions of the Registrant as they appear in Tucows records; (c) A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com web site where written messages will be forwarded according to the Privacy Registrant's instructions.
- 7.8. Tucows shall have the right, at its sole discretion and without liability to Customer or the Privacy Registrant, to reveal Registrant and Contact Whois Information under the following circumstances: (a) when required by law; (b) in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law; (c) to comply with a legal process served upon Tucows; (d) to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy; or, (e) to avoid financial loss or legal liability or if Tucows believes that the

Registrant is using the Whois Privacy Service to conceal its involvement with illegal, illicit, objectionable or harmful activities or to transmit SPAM, viruses, worms or other harmful computer programs.

- 7.9. In the event that Tucows receives a formal complaint, notice of claim or UDRP, Tucows will have the right to disable the Whois Privacy Service pending final disposition of the matter.



8. PARKED PAGES

- 8.1. Customer may choose to offers its Users Parked Pages, as described in this Section 8.
- 8.2. New domain name registrations that have not yet propagated through the Internet and domain name registrations that have expired but have not yet been deleted from the registry may be redirected to a stagnant default or parked page.
- 8.3. Participating Customers may elect to customize parked pages to reflect their branding. Tucows shall maintain the content of each parked page and may post pay per click advertisements at its discretion.
- 8.4. Net revenue generated from advertisements from Parked Pages provisioned through the Tucows API shall be distributed between Tucows and Customer in accordance with the Fee Schedule attached as Appendix A and shall be deposited in Customers account on a monthly basis. Customers using Storefront will not be eligible to participate in the revenue sharing described in this Section.
- 8.5. Customers may opt out of the Parked Pages program generally or on a domain-by-domain basis.



9. AUCTION SERVICES

- 9.1. Every Registrant who registers a domain name with or through the Customer has the right to use the domain name only for the time period of the registration agreement, as set out in this Agreement and its Appendices, and as paid by Customer and/or its Users and Registrants. After a domain name registration expires, Tucows reserves the exclusive right to offer the registration to other Users and Registrants through the use of Tucows Auction Services, as described in this Section 8.
- 9.2. For its Auction Service, Tucows will make available for auction to the general public on Tucows' auction partner(s) website(s) a list of certain domain names in the Supported TLDs, selected by Tucows, that are scheduled for deletion. All existing grace and redemption periods will continue to apply, notwithstanding the fact that a name has been posted for auction, except for domain names that are considered sold at auction. If the name is sold at auction, it will be acquired by a third party and will not remain available for re-registration after our stated grace period.

10. PREMIUM DOMAIN NAMES

- 10.1. Customer may choose to offers its Users Premium Domain Names, as described in this Section 10.

- 10.2. Tucows' Premium Domain Names Sales Service aggregates domains names currently registered to third-parties, but available for purchase through a variety of market channels ("Premium Domain Names"), into a single channel accessible by Customer delivered through a data feed and/or API. The Premium Domain Names Sales Service presents Premium Domain Names to Customer and/or its Users for sale at a fee set by the current domain name registrant and/or its agent. If the Customer and/or its User agrees to pay the fee set by the current registrant of a Premium Domain Name, Tucows will facilitate a sales transaction that, if successful, will result in the transfer of the domain name from the current registrant to Customer and/or Customer's User.
- 10.3. For any Premium Domain Name sold under this Agreement, Customer agrees to charge its Users the price set by the current domain name registrant and presented to Customer by Tucows' Premium Names Service.
- 10.4. Customer shall not condition a User's purchase of a Premium Name on the purchase of any other good or service from Customer. Nothing in this Agreement, however, shall restrict Customer's ability to provide its users with additional value or present additional services or goods to its Users for sale as an additional purchase option.
- 10.5. Customer shall present the Premium Domain Names Sales Services Data to, its users and/or customers as provided to it by Tucows without, alteration or editing, except for the addition of branding, logos, or, other identification information for Customer. Customer shall use only, the current Premium Domain Name Sales Services Data, as provided by, Tucows through the live Tucows API, and shall not copy, store, archive, warehouse or repurpose the Premium Domain Name Sales Services Data., Customer shall not give, sell, lease, license or rent the Premium Domain, Name Sales Services Data, live or historic, to any third party.
- 10.6. If, anytime within 180 days after sale of a Premium Name, Customer determines that payment for a Premium Name has been the subject of a chargeback, then upon notification and condition that the Premium Name in question has been returned to Tucows' control, Tucows shall issue a credit to customer for the amount of price paid for such Premium Name.



11. PERSONAL NAMES SERVICE

- 11.1. Customer may choose to offers its Users Personal Names, as described in this Section 11.
- 11.2. Tucows' Personal Names Service allows Customer to offer Users either or both (a) email service; and/or, (b) website service through the shared use of Tucows' Personal Domain Names. Personal Domain Names correspond to a users' last name or affiliation, such as "SMITH.NET." An email address provisioned under the Personal Name Service would be of the type <USER>@smith.net, and a provisioned website would be named <USER>.smith.net.
- 11.3. For each Personal Name provisioned under this service, User shall be entitled to one (1) email box and one (1) third-level website. For each Personal Name provisioned, the User's name in the email address and the User's selected name in the third-level website must match and be identical.
- 11.4. For all email services provisioned under the Personal Names Service, Customer shall require User to abide by the terms and conditions, including the Acceptable Use policies, of Tucows' Email Services Contract, as it may be updated from time to time (<http://services.tucows.com/signup/contracts>).



12. FEES

- 12.1. Customers shall pay to Tucows the non-refundable amounts set forth on the Fee Schedule attached as Appendix A with respect to each Tucows Service used by Customer. Tucows reserves the right to adjust the Fee Schedule from time to time upon notice to Customer.
- 12.2. Tucows will bill Storefront Customer's Users directly for domain services provisioned through Customer's Storefront. Payment will be processed through the Shopco.com payment gateway and appear on the Users credit card statement as "Shopco.com" a transaction. The Storefront Customer sets the retail selling price that their User pays.
- 12.3. Storefront Customers will earn a commission on every transaction originating from their Storefront and successfully processed via Shopco.com payment gateway.
- 12.4. All Storefront transactions processed through the Shopco.com payment gateway are subject to both (a) a six percent (6%) payment processing fee and (b) if applicable, a thirty-five dollar (\$35) transaction fee on any credit card transaction for which the credit card holder issues a chargeback and Tucows loses the chargeback appeal. All processing and transaction fees shall be

paid, in the first instance, from Customer's (or sub-reseller's, where applicable) funds on account with Tucows.

12.5. Tucows will deduct the amounts set forth on the Fee Schedule attached as Appendix A in payment of the OpenSRS domain services sold via Storefront.

Storefront Customers shall earn commission on the sale of OpenSRS domain services sold via Storefront. By way of illustration, the Customer's Commission is calculated as follows:



\$20.00	Retail Price of a One-Year .com Domain Name (pricing is set by Storefront Reseller)
(\$1.20)	LESS six percent (6%) Shopco.com Payment Processing Fee
(\$10.06)	LESS cost of a One-Year .com Domain Name (as outlined in Appendix A)
<u>\$8.74</u>	EQUALS Commission Earned On the Sale of a One-Year .com Domain Name via Storefront

12.6. ICANN and registry fees charged to Tucows change from time to time. Tucows reserves the right to adjust relevant prices charged to customer should ICANN or a registry/registries adjust their fees.

12.7. Prior to using or provisioning any of the Tucows Services, API Customers shall forward a sum agreed by the parties to Tucows to be held on account. As Tucows Services are used by Customer, Customer's account balance shall be reduced. Tucows shall maintain a record of Customer's account balance which shall be accessible by Customer. If Customer's account balance is fully depleted at any time, Customer shall not be permitted to use or provision any additional Tucows Services until such time as Customer's account balance is restored.

12.8. Tucows reserves the right to require minimum order levels and to modify those minimums from time to time.

12.9. Deposits made into your reseller account through one of the accepted methods of payment (credit card, Automated Cheque Handling, wire transfer, cheque, international money order) will be

subject to a 3% Processing Fee. This fee will be charged on your deposit (pre-tax), with the remainder being placed in your account.

12.10. Payments may be submitted by Customer to Tucows in the following manners:



Intermediary Bank:
Wachovia Bank N.A., New York
SWIFT: PNBUS3NNYC
ABA: 026005092

Final Bank:
Bank of Montreal
Toronto Branch
100 King Street West
Toronto, Ontario
M5X 1A3 CANADA

Beneficiary: Tucows.com Co
For credit to a/c #: 00024605193
SWIFT: BOFMCAM2

Customer agrees that all wire transfer charges will be the responsibility of the remitter.

Via cheque made payable to Tucows.com Co. and delivered to:

Tucows.com Co.
96 Mowat Avenue
Toronto, Ontario M6K 3M1
CANADA

Via credit card by submitting payment through the RWI / Profile Management / Online Credit Card Payment.

12.11. Storefront commissions are paid monthly. Checks are mailed to the Customer on or around the last day of each month and are paid in arrears. (For example, October's commissions are cut and mailed on or around November 30.) Commission checks are only generated when the Customer has earned at least \$50.00 in commissions. If the minimum \$50.00 commission has not been earned in a particular month, monies earned are not lost, but are carried over to the next month. A Customer who has not generated a referral fee within a twelve month period shall forfeit any earned, but unpaid commissions.

13. GOMOBI SERVICE

13.1. Customer may choose to offer its Users goMobi, as described in this section 13.

13.2. goMobi allows Customer to offer Users the ability to publish a mobile website.

- 13.3. Customer agrees to ensure each user of goMobi agrees to the goMobi end user agreement, located at <http://www.opensrs.com/resources/contracts-payments/contracts>.



14. LICENSE

- 14.1. Subject to the terms and conditions of this Agreement, Tucows hereby grants Customer and Customer accepts a non-exclusive, non-transferable, limited license to use the API and the Storefront. The API and the Storefront will enable Customer to use OpenSRS to facilitate the registration of domain names by Tucows on behalf of its Users.
- 14.2. The use of OpenSRS software, which comprises the API, shall be governed by the GNU General Public License, which should be accessed and reviewed on <http://www.gnu.org/copyleft/lesser.txt>. The use of the Storefront software shall be governed by the Tucows Software License, which should be accessed and reviewed at <http://opensrs.com/resources/domains/storefront>
- 14.3. Tucows may from time to time make modifications to the Software and the API licensed hereunder that will enhance functionality or otherwise improve OpenSRS and Storefront.

15. TERM OF AGREEMENT

- 15.1. This Agreement shall commence on the Effective Date and continue until the earlier of the following: (i) termination by either party upon thirty (30) days written notice, (ii) termination for cause, as defined more fully in this Section 12; or (iii) Tucows' election to terminate any or all of its service offerings in which case Tucows shall provide Customer with all reasonable notice of termination as is practicable.
- 15.2. If: either Party (or, in the case of Customer, an agent or User of Customer) materially breaches any term of this Agreement, and such breach is not cured within fourteen (14) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.
- 15.3. In addition to the foregoing termination rights, if Tucows, in its reasonable discretion, determines that Customer has breached any provision of this Agreement, is in violation of any Tucows, ICANN or Registry policy or regulation as amended from time to time, has failed to provide adequate support to Users, or is engaging in conduct that breaches or may put Tucows in breach of any law or regulation, Tucows may suspend Customer's or Customer's Users' access to any or all of the services described in

this Agreement, pending the cure of such breach or violation, or change of such conduct, to Tucows' satisfaction acting reasonably. Tucows may require Customer to terminate any User in breach of its EULA or Tucows' policies.



15.4. Upon termination, Customer's access to the services described in this Agreement shall cease.

16. SUPPORT SERVICES

16.1. Tucows shall provide telephone, website and email support for the services described in this Agreement for Customer only.

16.2. Customer shall bear sole responsibility for providing support to Users with respect to any and all services described in this Agreement, including but not limited to all billing and technical support.

17. MAINTENANCE AND SUSPENSION OF SERVICES

17.1. Customer shall employ all necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the API in conjunction with Customer's systems. Tucows may from time to time perform maintenance on or otherwise suspend and temporarily shut down the Tucows Services. Tucows will make commercially reasonable efforts to minimize any disruption of the Tucows Services.

17.2. Notwithstanding the foregoing, Tucows may, in its unilateral discretion, immediately suspend any or all of the Tucows Services if Tucows deems it necessary for the security and stability of its systems or those of its customers.

17.3. – Customers using Storefront are subject to suspension if one or more the following conditions exist:

i. Customer's Storefront account is inactive for a period of 12 months (as demonstrated by, for example, fact that Customer has not logged into its control panel for a substantial period of time, Customer's account information is out of date or Customer has not responded to Tucows' status or other inquiries).

ii. Customer's Users contact Tucows to report unresponsive or poor customer service.

iii. US Customers do not provide Tucows with proper Tax ID number for Form 1099 Reports.

iv. Customer's transactions are subject to an unacceptable level of fraud, as determined by Tucows in its sole discretion.

18. SECURITY

18.1. Although information transmitted to Tucows is stored in operating environments which Tucows believe are within industry standards for security, Customer agrees, and shall ensure that its Users are advised and agree, that no data transmission over the Internet can be guaranteed 100% secure. Tucows is not responsible for any interception or interruption of any communications through the Internet.



18.2. Customer agrees that it and its Users are responsible for maintaining the security of access codes, authorization codes, and passwords and will ensure its Users are so advised and agree.

19. REPRESENTATIONS AND WARRANTIES

19.1. Each signatory below represents and warrants it has the authority to bind itself, its company or whatever other form of legal organization it represents in signing this Agreement.

19.2. Customer acknowledges and agrees that Tucows does not guarantee that the API or any of the Tucows Services will meet the requirements of Customer or its Users. The API and the Tucows Services are provided "as is" without any warranty of any kind.

19.3. Independent third parties may supply some or all of components of the API or the Tucows Services. While Tucows makes every effort to ensure the accuracy of all information presented to its customers, Tucows makes no warranty as to the accuracy of any such information.

19.4. WITH REGARD TO THE API AND THE TUCOWS SERVICES, TUCOWS (AND EACH OF ITS SUPPLIERS): (A) EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TITLE, NON-INFRINGEMENT, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS; (B) DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE API OR THE TUCOWS SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE API OR THE TUCOWS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE API OR TUCOWS SERVICES WILL BE CORRECTED; AND (C) NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF API OR THE TUCOWS SERVICES, OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, OR OTHERWISE. SHOULD ANY OR ALL OF THE API OR THE TUCOWS SERVICES PROVE DEFECTIVE, IN WHOLE OR PART, THE CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

19.5. TUCOWS AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY MISREPRESENTATION, BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OR CONDITION, OR BREACH OF ANY OTHER TERM (INCLUDING A FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), OR BE OTHERWISE LIABLE IN CONTRACT, TORT, OR OTHERWISE FOR: (A) INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES; (B) LOSS OF REVENUE; (C) LOSS OF PROFITS; (D) LOSS OF BUSINESS OR GOODWILL; (E) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, SOFTWARE OR HARDWARE; (F) LOST EMAIL OR (G) PUNITIVE DAMAGES; EVEN IF TUCOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE SOLE REMEDY BELOW FAILS OF ITS ESSENTIAL PURPOSE.



19.6. CUSTOMER'S SOLE REMEDY IN THE CASE OF ANY LOSS OR DAMAGE RESULTING FROM ANY MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, ERROR OR DEFECT IN THE API OR THE TUCOWS SERVICES SHALL BE TERMINATION OF THIS AGREEMENT, AND THE RETURN OF ANY UNUSED DEPOSIT.

20. DEFENSE AND INDEMNITY

20.1. Customer, at its own expense, will indemnify, defend and hold harmless Tucows and its employees, directors, officers, representatives, agents, affiliates and third party beneficiaries (including Tucows' suppliers), against any claim, suit, action, or other proceeding brought against Tucows based on or arising from any claim or alleged claim (i) relating to any product or service of Customer or its sub-resellers, including, but not limited to, Customer's advertising, systems and other processes, fees charged, billing, trade, and competition practices and customer service; or (ii) relating to any agreement with any User of Customer; or (iii) arising out of any trademark or copyright claim involving a domain name registered through Customer. Customer or its sub-resellers will not enter into any settlement or compromise of any such indemnified claim without Tucows' prior written consent, which consent shall not be unreasonably withheld. Customer will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Tucows in connection with or arising from any such indemnified claim, suit, action or proceeding.

20.2. If Tucows is threatened with suit by a third party, it may seek written reiteration of Customer's indemnification obligations; any failure by Customer to provide said written assurance may result in suspension or termination of its account.

21. INTERPRETATION AND ENFORCEMENT

- 21.1. This Agreement shall be governed and construed under the laws of Ontario and Canada, including their choice of law provisions, and the exclusive venue shall be in Toronto, Ontario.
- 21.2. This Agreement may be executed in two or more counterparts, each deemed an original, and all of which together shall constitute one and the same contract.
- 21.3. This Agreement may be modified by Tucows without the written consent of Customer, so long as the amendment or modification is generally applicable to all Customers and Tucows provides reasonable notice of the changes to Customer.
- 21.4. This Agreement binds and benefits only the parties and their respective successors and permitted assigns. Customer shall not assign this Agreement without the prior written consent of Tucows, such consent not to be unreasonably withheld.
- 21.5. Each Party agrees it has had the opportunity to obtain independent legal advice for the review and negotiation of this Agreement, and no ambiguity will be presumptively construed against Tucows.
- 21.6. Each party agrees that all restrictions in this Agreement are reasonable and valid and waives all defenses to strict enforcement of this Agreement to the fullest extent permitted by law.
- 21.7. Each party agrees that a violation of any intellectual property usage, confidentiality, non-solicit or policy related provisions of this Agreement will result in immediate and irreparable damage to the other party which shall then, in addition to any other rights to relief, be entitled to temporary and permanent injunctions and such other relief as any court of competent jurisdiction may deem just and proper, without posting of any security or proof of actual damage.
- 21.8. Each party agrees that neither shall be liable for any delay or failure to perform if such delay or failure is due to any contingency beyond its reasonable control including acts of God, war, explosion, fire, flood or civil disturbance, or failure of a supplier to fulfill its obligations.
- 21.9. Each party agrees that expiration or termination will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature would ordinarily be expected to survive expiration or termination will remain in effect.



22. MISCELLANEOUS

- 22.1. Each party agrees to execute such further documents reasonably requested by the other party to achieve the intent of this Agreement.
- 22.2. This Agreement is the entire agreement between the parties, superseding all prior understandings, oral or written, relating to the subject matter of this Agreement.
- 22.3. Nothing in this Agreement creates an agency, partnership, joint venture, employment, franchise, distributorship, dealership or other similar or special relationship between the parties, who only intend to establish the relationship of independent contractors.
- 22.4. No provision hereof shall be deemed waived by any act, delay, omission or acquiescence on the part of either party or their respective employees or agents, nor shall any waiver by either party of a breach or default of a provision by the other, constitute a change in the terms hereof or waive any subsequent breach.
- 22.5. All notices shall be in writing and either sent via facsimile, registered mail, courier, or by electronic mail. Notices shall be deemed received: upon actual receipt, if by courier; on the date indicated in the return receipt, if sent by registered mail; upon confirmation, as evidenced by a fax transmittal sheet; or upon confirmation, as evidenced by a delivery receipt, if sent electronically. All notices should be sent to the attention of the General Counsel, if to Tucows, and to the attention of the President, if to Customer, at the address set forth below.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

by:

_____ Dated: _____
("CUSTOMER")

Name of Company / Please Print

By: _____

Title: _____

by: _____ Dated: _____
TUCOWS.COM CO. ("TUCOWS")

By: _____



**MASTER FEE SCHEDULE
APPENDIX A**

APPENDIX

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DOMAIN NAME REGISTRATIONS

All fees listed below are in United States Dollars for (a) each one year registration, or any portion of a year if registered for less than a year; (b) each one year renewal, or any portion of a year, if applicable; and, (c) each one year transfer or any portion of a year, if transferred to Tucows for less than a one year period.

.COM

Registry Fee \$7.34
ICANN Fee \$.18
Tucows Management Fee \$3.00
TOTAL..... \$10.52

.NET

Registry Fee \$5.40
ICANN Fee \$.18
Tucows Management Fee \$3.00
TOTAL..... \$8.58

.ORG

Registry Fee \$7.21
ICANN Fee \$.18
Tucows Management Fee \$3.00
TOTAL..... \$10.39

.INFO

Registry Fee \$6.75
ICANN Fee \$.18
Tucows Management Fee \$3.00
TOTAL..... \$9.93

.BIZ

Registry Fee \$7.30
ICANN Fee \$.18
Tucows Management Fee \$3.00
TOTAL..... \$10.48

.NAME

Registry Fee \$6.00
ICANN Fee \$.18
Tucows Management Fee \$3.00
TOTAL..... \$9.18

.MOBI

Registry Fee (new) \$7.25

Registry Fee (renewals/transfers).....\$12.00
 ICANN Fee.....\$.18
 Tucows Management Fee\$3.00
TOTAL.....\$10.43

.ASIA

Registry Fee.....\$10.00
 ICANN Fee.....\$.18
 Tucows Management Fee\$3.00
TOTAL.....\$13.18

.TEL

Registry Fee.....\$8.00
 ICANN Fee.....\$.18
 Tucows Management Fee\$3.00
TOTAL.....\$11.18

.XXX

Sunrise A (Adult trademark).. \$200
 Sunrise A (Adult domain)\$160
 Sunrise B (Block)\$200
 Landrush\$160
General (starts Dec 6).....\$80

gTLD Redemption Fee.....**\$80.00**

.AT.....\$15.00

.AU (two years).....\$22.00

.BE\$7.00

.BZ.....\$20.00

.CA.....\$14.00

.CC\$30.00

.CH\$20.00

.CN.....\$15.00

.CO.....\$25.00

.CO (third level).....\$13.00

.DE\$8.00

.DK.....\$15.00

.ES.....\$10.00

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.EU	\$7.00
.FR	\$15.00
.IT	\$15.00
.LI	\$20.00
.IN	\$11.00
.IN (third level)	\$7.00
.ME	\$20.00
.COM.MX	\$30.00
.MX	\$40.00
.NL	\$8.00
.TV	\$35.00¹
.US	\$10.00
.WS	\$20.00

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All fees listed below are in United States Dollars for (a) each two year registration, or any portion of a year if registered for less than two years; or (b) each two year renewal, or any portion of a two year period, if applicable.

.CO.UK	\$13.00
.ORG.UK	\$13.00
.ME.UK	\$13.00
.PLC.UK	\$13.00
.NET.UK	\$13.00
.LTD.UK	\$13.00

¹ The .TV Registry charges separate prices for certain “high profile” domain names. Prices for such domain name registration are not reflected on this sheet and will be higher than \$35.00/per year. Customer shall deal directly with the Registry for the registration of such names.

TRUST SERVICES

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	PRICE				
Thawte	1 Year	2 Year	3 Year	4 Year	5 Year
SSL 123	59	118	177	236	295
SSL Web Server	99	198	297		
Code Signing	149	298			
Thawte Wildcard	499	998			
SGC Super	249	498	747	996	
SSL Web Server w/ EV	349	698			
GeoTrust	1 Year	2 Year	3 Year	4 Year	5 Year
QuickSSL	59	118	177	236	295
QuickSSL Premium	89	178	267	356	445
TrueBusiness ID	99	198	297	396	495
TrueBusID w/ EV	179	358			
TrueBusiness ID Wildcard	399	798	1197	1596	1995
VeriSign	1 Year	2 Year	3 Year	4 Year	5 Year
SecureSite	279	558	837	1116	1395
SecureSite Pro	599	1198	1797	2396	2995
SecureSite w/ EV	699	1398			
SecireSite Pro w/ EV	1099	2198			
Code Signing	349	698	1047		
Comodo	1 Year	2 Year	3 Year	4 Year	5 Year
Premium SSL	89	178	267	356	445
Premium SSL Wildcard	349	698	1047	1396	1745
Instant SSL	69	138	207	276	345
EV SSL	159	318			
Trustwave	1 Year	2 Year	3 Year	4 Year	5 Year
DV SSL	49	98	147		
Premum SSL	89	178	267		
Premium SSL Wildcard	299	598	897		
EV SSL	169	338			

SiteLock	1 Year	2 Year	3 Year	4 Year	5 Year
Basic	10				
Premium	30				
Enterprise	100				
Truste	1 Year	2 Year	3 Year	4 Year	5 Year
Privacy Policy	15	30	45		
Privacy Policy w. seal	70	140	210		

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MANAGED DNS

Managed DNS Service is **FREE, EXCEPT**, if the ratio of domains for which Tucows provides Managed DNS Service to the number of domains registered with or through Tucows exceeds 5:1, Tucows reserves the right to charge Customer \$0.25 (twenty-five U.S. cents) per record per month for the service.

* * * * *

WHOIS PRIVACY SERVICE

Whois Privacy Service is **FREE**.

* * * * *

PARKED PAGES PROGRAM

API Customers shall receive fifty (50) per cent of the actual revenue received by Tucows in association with each domain name registration participating in the parked pages program.

* * * * *

PREMIUM DOMAIN NAMES

API Customers shall pay to Tucows an amount equal to the agreed price of the domain name at the time an offer to sell a name is accepted by Customer on behalf of itself or a User. Tucows shall withdraw such sums from Customer's funds on account.

In consideration for the sale of a Premium Domain Name through Tucows' Premium Sales Services, API Customers shall earn a fee equal

to ten percent (10%) of the price of the Premium Domain Name at the time of Acceptance. Such fees shall be paid to Customer by Tucows in U.S. Dollars within two (2) business days after Closing.

Storefront Customer's Users credit cards will be billed the amount equal to the agreed price of the domain name at the time an offer to sell a name is accepted by Storefront on behalf of a User via the Shopco.com Payment Gateway.

Tucows shall withdraw six percent (6%) payment processing fee from the agreed price of the domain name in payment of the Storefront Shopco.com Payment Processing Fee.

In consideration for the sale of a Premium Domain Name through Storefront, Customer shall earn a fee equal to four percent (4%) of the price of the Premium Domain Name at the time of Acceptance. Such fees shall be credited to the Customers account by Tucows in U.S. Dollars within two (2) business days after Closing and paid out as per the commission payment schedule.

* * * * *

PERSONAL NAMES SERVICE

Customer shall pay to Tucows \$0.75 (seventy-five U.S. cents) each month, or any portion of a month if registered for less than one month, for each Personal Name provisioned under Section 10.

* * * * *

goMOBI

Customer shall pay to Tucows \$2.50 each month, or any portion of a month if registered for less than one month, for each goMobi account provisioned.

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APPENDIX

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**MASTER DOMAIN REGISTRATION AGREEMENT
APPENDIX B**

APPENDIX

B

1. IN THIS REGISTRATION AGREEMENT ("Agreement"), "Registrant", "you" and "your" refers to the Registrant of each domain name registration, "we", "us" and "our" refers to Tucows.com Co., and "Services" refers to the domain name registration services provided by us as offered through _____, the Registration Service Provider ("Reseller"). Any reference to a "registry," "Registry" or "Registry Operator" shall refer to the registry administrator of the applicable top-level domain ("TLD"). This Agreement explains our obligations to you, and explains your obligations to us for the Services. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by a registry for that particular registry only.

2. SELECTION OF A DOMAIN NAME. You acknowledge and agree that we cannot guarantee that you will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of your application. You represent that, to the best of the your knowledge and belief, neither the registration of the domain name nor the manner in which you intend to use it, infringes upon the legal rights of a third party and further, that the domain name is not being registered for, nor shall it at any time whatsoever be used for, any unlawful purpose. During the period following registration of a domain name and the appointment of active name servers, we may post a stagnant web page and any revenues generated from same shall be for our own account.

3. FEES. As consideration for the Services, you agree to pay Reseller the applicable service(s) fees prior to the effectiveness of a desired domain name registration or any renewal thereof. All fees payable hereunder are non-refundable even if your domain name registration is suspended, cancelled or transferred prior to the end of your current registration term. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process, and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You represent that the Account Information and all other statements put forth in your application are true, complete and accurate. Both Tucows and each registry reserves the right to terminate your domain name registration if: (i) information provided by you or your agent is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) you have failed to maintain, update and keep your Account Information true, current, complete, accurate and reliable. You acknowledge that a breach of this Section 3 will constitute a material breach of our Agreement, which will entitle either us or a registry to terminate this Agreement immediately upon such breach without any refund and without notice to you.

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4. TERM. This Agreement will remain in effect during the term of your domain name registration as selected, recorded and paid for at the time of registration or any renewal thereof. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.

5. MODIFICATIONS TO AGREEMENT. You acknowledge that the practice of registering and administering domain names is constantly evolving; therefore, you agree that Tucows may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with its agreements with ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. All amendments to this Agreement will be posted on our website. Your continued use of the domain name registered to you will constitute your acceptance of this Agreement with any revisions. If you do not agree to any change, you may request that your domain name registration be cancelled or transferred to a different accredited registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

6. MODIFICATIONS TO YOUR ACCOUNT. In order to change any of your account information with us, you must use the Account Identifier and Password that you selected when you opened your account with us. You agree to safeguard your Account Identifier and Password from any unauthorized use. In no event shall we be liable for the unauthorized use or misuse of your Account Identifier or Password.

7. NO GUARANTEE. You acknowledge that registration or reservation of your chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.

8. DOMAIN NAME DISPUTES. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the dispute policy adopted by the applicable registry. 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 contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding your domain name, Tucows may, at its sole discretion, suspend your ability to use your domain name or to make modifications to your registration records until (i) Tucows is directed to do so by the judicial or administrative body, or (ii) Tucows receives notification by you and the other party contesting your domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration or use of your domain name, Tucows may deposit control of your registration record into the registry of the judicial body by supplying a party with a registrar certificate from us.

9. POLICY. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy, (1) to correct mistakes by us or a

registry in registering the name or (2) for the resolution of disputes concerning the domain name.

10. AGENCY. Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore 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 domain name. You shall accept liability for harm caused by wrongful use of the domain name. You represent that you will secure the agreement of any third party to the terms and conditions in this Agreement

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

12. LIMITATION OF LIABILITY. You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the initial registration of your domain name. Tucows and its directors, employees, affiliates, subsidiaries, agents and third party providers, ICANN and the applicable registries shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the 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 account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

13. INDEMNITY. You agree to release, indemnify, and hold Tucows, its contractors, agents, employees, officers, directors and affiliates, ICANN, the applicable registries and their respective directors, officers, employees, agents and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties arising out of or relating to the registration or use of the domain name registered in your name, whether used by yourself, licensed to a third party or pursuant to the Whois Privacy Service, including without limitation infringement by

you or a third party with access to your Account Identifier and Password. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. When we are threatened with suit 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 breach of your Agreement and may result in the suspension or cancellation of your domain name. This indemnification obligation will survive the termination or expiration of this Agreement.

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14. TRANSFER OF OWNERSHIP. The person named as Registrant on the Whois shall be the registered name holder. The person named as administrative contact at the time the controlling account identifier and password are secured shall be deemed the designate of the Registrant with the authority to manage the domain name. You agree that prior to transferring ownership of your domain name to another person (the "Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

15. RENEWALS AND FORFEITURE. Domain names are registered for a finite period of time. You will receive reminders immediately prior to the expiration of your registration inviting you to renew your domain name and specifying the amount of time you have to renew your domain name. In the event that you fail to renew your domain name in a timely fashion, your registration will expire and we may, at our discretion, elect to assume the registration and may hold it for our own account, delete it or we may sell it to a third party. You acknowledge and agree that your right and interest in a domain name ceases upon its expiration and that any expired domain name may be made available for registration by a third party.

If you fail to renew your registration, your domain name may cease to resolve and visitors to your site may be redirected to a default page informing them that the site is no longer in service. This parked or default page may feature advertisements posted by us for our own account.

If we, in our sole discretion, have elected to renew the registration, you will be entitled to a grace period of forty (40) days during which you may re-register the domain name from us. Additional costs for the redemption and re-registration will apply. During this grace period, we may post a parked page and/or may revise the "Whois" registration records to include either our information or that of your Reseller. The domain name also may be listed for auction and promoted as being available for auction. If the name is sold during any such auction, it will be acquired by a third party and will not remain available for re-registration by you after our stated grace period. If you do not re-register the domain name during the grace period, the auction sale will be concluded and ownership of the domain transferred to a third party.

If you fail to renew your domain name registration during the grace period, you acknowledge that you have abandoned the domain name and that it is available for sale and registration by any third party.

16. BREACH. You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

17. DISCLAIMER OF WARRANTIES. You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. 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 the Services 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 the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

18. INFORMATION. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (a) your name and postal address (or, if different, that of the domain name holder); (b) the domain name being registered; (c) the name, postal address, e-mail address, and voice, and fax (if available) telephone numbers of the administrative contact for the domain name; (d) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and (e) the name, postal address, e-mail address, and voice, and fax (if available) telephone numbers of the technical contact for the domain name. Any voluntary information we request is collected in order that we can continue to improve the products and services offered to you through your Reseller.

19. DISCLOSURE AND USE OF REGISTRATION INFORMATION. You agree and acknowledge that we will make domain name registration

information you provide available to ICANN, to the registry administrators, law enforcement agencies and to other third parties as applicable. You further agree and acknowledge that we 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 other purposes as required or permitted by ICANN and applicable laws. (a) 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 us. (b) You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller. (c) We will not process or maintain data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement. (d) We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized disclosure, alteration or destruction of that information.

20. OBLIGATION TO MAINTAIN WHOIS. Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or any failure to respond to inquiries by us addressed to the email address of the registrant, the administrative, billing or technical contact appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration. 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 ICANN or an applicable registry policy.

21. REVOCATION. We, in our sole discretion, reserve the right to deny, cancel, suspend, transfer or modify any domain name registration to correct a mistake, protect the integrity and stability of the company and any applicable 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. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or cancel, suspend, transfer or modify your domain name registration.

22. INCONSISTENCIES WITH REGISTRY POLICIES. In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail.

23. NON-WAIVER. Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance

at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

24. NOTICES. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender. E-mail notification to Tucows must be sent to lhutz@tucows.com. Any notice to you will be sent to the e-mail address provided by you in your Whois record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing. Postal notices to Tucows shall be sent to:

Tucows.com Co.
Registrant Affairs Office
96 Mowat Avenue
Toronto, Ontario M6K 3M1
CANADA
Attention: Legal Affairs

and in the case of notification to you shall be sent to the address specified in the "Administrative Contact" in your Whois record.

25. ENTIRETY. You agree that this Agreement, the applicable dispute policy and the rules and policies published by Tucows and any applicable registry or other governing authority, are the complete and exclusive agreement between you and us regarding our Services.

26. NO THIRD PARTY BENEFICIARIES. This Agreement shall not be construed to create any obligation by either Tucows or Registrant to any non-party to this Agreement. Enforcement of this Agreement, included any provisions incorporated by reference, is a matter solely for the parties to this Agreement.

27. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

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

29. FORCE MAJEURE. You acknowledge and agree that neither we nor the applicable registry shall be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause

APPENDIX

B

beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.

30. PRIVACY. Information collected about you is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at:
<http://opensrs.com/privacy/>

31. CONTROLLING LANGUAGE. In the event that you are reading this Agreement in a language other than the English language, you acknowledge and agree that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.

32. TLD'S. The following additional provisions apply to any domain names that you register through Tucows with the various registries:

(a) .com/net Domains: In the case of a ".com" or ".net" registration, the following terms and conditions will apply:

(i) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry; these policies are subject to modification;

(ii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

(b).org Domains: In the case of a ".org" registration, the following terms and conditions will apply:

(i) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;

(ii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

(c) .info Domains: In the case of a ".info" registration, the following terms and conditions will apply:

(i) Registrant's Personal Data. You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Afilias, the .INFO registry, and its

designees and agents, in a manner consistent with the purposes specified pursuant to its contract;

(ii) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;

(iii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario;

(iv) Reservation of Rights. Tucows and Afilias expressly reserve the right to deny, cancel, transfer, or modify any registration that either registrar or Afilias deems necessary, at its discretion, to protect the integrity and stability of the registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afilias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afilias also reserve the right to suspend a domain name or its registration data during resolution of a dispute.

(d) .biz Domains. In the case of a ".biz" registration, the following terms and conditions will apply:

(i) .biz Restrictions. Registrations in the .biz top-level domain must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the .biz registration 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 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.

For more information on the .biz restrictions, which are incorporated herein by reference, please see:

<http://www.icann.org/en/tlds/agreements/biz/registry-agmt-appl-18apr01.htm>.

(ii) Selection of a Domain Name. You represent that: (A) 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 of the information provided correct, up-to-date and complete; (B) to the best of your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes

upon the legal rights of a third party; (C) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever; (D) the registered domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use, or (b) 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; (E) you have the authority to enter into this Registration Agreement; and (F) the registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.

(iii) Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following: (A) your full name; (B) your postal address; (C) your e-mail address; (D) your voice telephone number; (E) your fax number (if applicable); (F) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (G) the IP addresses of the primary nameserver and any secondary nameserver for the domain name; (H) the corresponding names of the primary and secondary nameservers; (I) the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the domain name; and (J) any remark concerning the domain name that should appear in the Whois directory. (K) You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN and/or registry policies, and may be sold in bulk in accordance with the ICANN agreement.

(iv) Domain Name Disputes. You acknowledge having 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: (A) The Uniform Domain Name Dispute Resolution Policy (“Dispute Policy”), available at: <http://www.icann.org/dndr/udrp/policy.htm>; (B) The Restrictions Dispute Resolution Criteria and Rules (“RDRP”), available at: <http://www.icann.org/en/tlds/agreements/biz/registry-agmt-appm-27apr01.htm> (collectively, the “Dispute Policies”).

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

(vi) 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 endorsed on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider.

(vii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of

the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

(e) .name Domains. In the case of a “.name” registration, the following terms and conditions will apply:

(i) .name Restrictions. Registrations in the .name top-level domain must constitute an individual's “Personal Name”. For purposes of the .name restrictions (the “Restrictions”), a “Personal Name” is a person's legal name, or a name by which the person is commonly known. A “name by which a person is commonly known” includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

(ii) .name Representations. As a .name domain name registrant, you hereby represent that: (A) the registered domain name or second level domain (“SLD”) e-mail address is your Personal Name. (B) 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 of the information provided correct, current and complete, (C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party; (D) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever; (E) the registration satisfies the Eligibility Requirements found at:

<http://www.icann.org/en/tlds/agreements/name/registry-agmt-appl-8aug03.htm> ; and (F) you have the authority to enter into this Registration Agreement.

(iii) E-mail Forwarding Services. The Services for which you have registered may, at your option, include e-mail forwarding. To the extent you opt to use e-mail forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of e-mail forwarding, including the content of messages sent through e-mail forwarding.

Without prejudice to the foregoing, you undertake not to use e-mail forwarding: (A) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material; (B) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network; (C) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, wilful attempts to overload another system or other forms of harassment; or (D) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited e-mail, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such distribution list.

Users are not permitted to provide false names or in any other way to pose as somebody else when using e-mail forwarding.

(iv) Registry reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry's e-mail forwarding. However, due to the nature of such systems, which actively block messages, Registry shall make public any decision to implement such systems a reasonable time in advance, so as to allow you or us to give feedback on the decision.

(v) You understand and agree that Registry may delete material that does not conform to clause (c) above or that in some other way constitutes a misuse of e-mail forwarding. You further understand and agree that Registry is at liberty to block your access to e-mail forwarding if you use e-mail forwarding in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the e-mail forwarding unless it would damage the reputation of Registry or jeopardize the security of Registry or others to do so. Registry reserves the right to immediately discontinue e-mail forwarding without notice if the technical stability of e-mail forwarding is threatened in any way, or if you are in breach of this Agreement. On discontinuing e-mail forwarding, Registry is not obliged to store any contents or to forward unsend e-mail to you or a third party.

(vi) You understand and agree that to the extent either we and/or Registry is required by law to disclose certain information or material in connection with your e-mail forwarding, either we and/or Registry will do so in accordance with such requirement and without notice to you.

(vii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the dispute policy that is incorporated herein and made a part of this Agreement by reference. 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. (A) the Eligibility Requirements (the "Eligibility Requirements"), available at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>; (B) the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-8aug03.htm>; and (C) the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at: <http://www.icann.org/dndr/udrp/policy.htm>.

(viii) The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD e-mail addresses will be granted on a first-come, first-served basis. The following categories of Personal Name Registrations may be registered: (i) the Personal Name of an individual; (ii) the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name; (iii) in addition to a Personal Name registration, you may add numeric characters to the

beginning or the end of the Personal Name so as to differentiate it from other Personal Names.

(ix) The ERDRP applies to challenges to (i) registered domain names and SLD e-mail address registrations within .name on the grounds that a Registrant does not meet the Eligibility Requirements, and (ii) to Defensive Registrations (as defined by the Registry) within .name.

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

(xi) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

(f) .at Domains. In the case of a “.at” registration, the following terms and conditions will apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.nic.at/en/service/legal_information/terms_conditions/. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(g) .be Domains. In the case of a “.be” registration, the following terms and conditions will apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.dns.be/en/home.php?n=43.001>.

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .be 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 <http://www.dns.be/en/home.php?n=45.002>.

(h) .ca Domains. In the case of a “.ca” registration, the following terms and conditions will apply:

Registrant agreement. You agree to display the CIRA Registrant Agreement, accessible at <http://www.cira.ca/policies/>, in full to the registrant prior to accepting an order for a .CA domain name. You also agree to ensure the registrant fully agrees to the Agreement prior to accepting an order for a .CA domain name.

Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy, which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.cira.ca/assets/Documents/CDRPolicy.pdf>

Please take the time to familiarize yourself with this policy.

(ii) Registry Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Registry-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Registry adopted policy, (1) to correct mistakes by Tucows or the Registry in registering the name or (2) for the resolution of disputes concerning the domain name.

(iii) Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with registry policies and procedures.

(iv) Registry Agreement and Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by the Registry’s Registrant Agreement, the Registry’s policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.cira.ca/assets/Documents/Legal/Registrants/registrantagreement.pdf>.

You are responsible for monitoring the Registry’s site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry agreement or policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(v) You acknowledge and agree that the Registry shall not be liable to you for any loss, damage, or expense arising out of the Registry’s failure or refusal to register a domain name, its failure or refusal to renew a domain name registration, its registration of a domain name, its failure or refusal to renew a domain name registration, its renewal of a domain name registration, its failure or refusal to transfer a domain name registration, its transfer of a domain name registration, its failure or

refusal to maintain or modify a domain name registration, it's maintenance of a domain name registration, it's modification of a domain name registration, it's failure to cancel a domain name registration or it's cancellation of a domain name registration from the Registry;

(i) .cc Domains. In the case of a “.cc” registration, the following terms and conditions will apply:

(i) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the 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 [http://www.opensrs.com/resources/domains/domain-policies#cc](#). Please take the time to familiarize yourself with this policy.

(ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at: <http://opensrs.com/resources/domains/domain-policies#cc>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(j) .ch Domains. In the case of a “.ch” registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.switch.ch/id/terms>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch 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 <http://www.switch.ch/id/disputes/rules>. Please take the time to familiarize yourself with this policy.

(k) .cn Domains. In the case of a “.cn” registration, the following terms and conditions shall apply:

(i) “Registry” means the China Internet Network Information Center, which is the authority responsible for the administration of the national top-level domain of the People's Republic of China and the Chinese domain name system;

(ii) “Registry Gateway” means the service provided by the Registry Operator that facilitates the registration of .cn domain names by registrars operating outside of the People’s Republic of China;

(iii) “Registry Operator” means Neustar, Inc., the company authorized to facilitate the registration of .cn domain names by registrars operating outside of the People’s Republic of China.

(iv) Restrictions. You agree that you shall not register or use a domain name that is deemed by CNNIC to: (A) be against the basic principles prescribed in the Constitution of the Peoples Republic of China (“PRC”); (B) jeopardize national security, leak state secrets, intend to overturn the government or disrupt the integrity of the PRC; (C) harm national honour and national interests of the PRC; (D) instigate hostility or discrimination between different nationalities or disrupt the national solidarity of the PRC; (E) spread rumours, disturb public order or disrupt social stability of the PRC; (F) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC; (G) insult, libel against others and infringe other people’s legal rights and interests in the PRC; or (H) take any other action prohibited in laws, rules and administrative regulations of the PRC.

(v) Business or Organization Representation. .cn domain name registrations are intended for businesses and organizations and not for individual use. By registering a .cn name, you accordingly represent that you have registered the domain name on behalf of a business or organization. It should be noted that, although .cn policy is permissive in terms of registration, and enforcement is generally in reaction to a complaint (as opposed to proactive review), registrations that are not associated with an organization or business may be subject to deletion. The foregoing prevents an individual from registering a .cn domain name for a business operating as a sole proprietorship.

(vi) Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the CNNIC Domain Name Dispute Policy & Rules for CNNIC Dispute Resolution Policy (“Dispute Policy”), as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement. The Dispute Policy is currently found at:
<http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm>.

(vii) You acknowledge that, pursuant to the Dispute Policy, Registrars must comply with all reasonable requests from the applicable domain name dispute resolution institutions including the provision of all relevant evidence in any domain name disputes in the specified time frames.

(viii) 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.

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(ix) Adherence to Policies. You agree to comply with all applicable laws, regulations and policies of the Peoples Republic of China's governmental agencies and the China Internet Network Information Centre ("CNNIC"), including but not limited to the following rules and regulations: (A) Provisional Administrative Rules for Registration of Domain Names in China (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1520.htm>); (B) Detailed Implementation Rules for Registration of Domain Names in China (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1522.htm>); (C) Chinese Domain Names Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm>); and (D) CNNIC Implementing Rules of Domain Name Registration (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1503.htm>).

You acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the CNNIC, as they may be amended from time to time.

(x) Suspension and Cancellation. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, CNNIC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a CNNIC or government-adopted policy, (1) to correct mistakes by a party in registering the name, (2) for the resolution of disputes concerning the domain name, (3) to protect the integrity and stability of the registry, (4) to comply with any applicable laws, government rules or requirements, requests of aw enforcement, (5) to avoid any liability, civil or criminal, on the part of Tucows, Registry Operator or CNNIC, as well as their affiliates, subsidiaries, directors, representatives, employees and stockholders or (6) for violations of this Agreement. Tucows, Registry Operator and CNNIC also reserve the right to "freeze" a domain name during the resolution of a dispute.

(xi) Jurisdiction. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Tucows is located, and (3) the People's Republic of China.

(xii) Governing Law. For the adjudication of a dispute concerning or arising from use of a .cn domain, such dispute will be governed under the Laws of the Peoples Republic of China.

(I) .de Domains. In the case of a ".de" registration, the following terms and conditions will apply:

(i) Selection of a Domain Name. You represent that: (A) you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same; you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same; (B) either you, or the person designated as the administrative contact for the domain name, shall be resident or shall have a branch in Germany; (C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever

(ii) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. 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 specified by the Registry or any court of law.

(iii) Registry Policies. You agree to be bound by the Registry's Registration Terms and Conditions and the Registration Guidelines. English language translations of the Registry's documents are provided for convenience; in the event of a discrepancy between the English and the German language agreements, the terms of the German agreement will prevail. The Registry documents may be found at: English: (A) Registration Terms and Conditions <http://www.denic.de/en/bedingungen.html>; (B) Registration Guidelines <http://www.denic.de/en/denic-domain-guidelines.html?cHash=3486f26050ac1dc3cbe6f5842dc70494>; German: (C) DENIC-Registrierungsbedingungen <http://www.denic.de/de/bedingungen.html> (D) DENIC-Registrierungsrichtlinien <http://www.denic.de/de/richtlinien.html>

(m) .dk Domains. In the case of a ".dk" registration, the following terms and conditions will apply:

(i) Registry Policy. You acknowledge and understand that by accepting the general conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at https://www.dk-hostmaster.dk/fileadmin/filer/pdf/generelle_vilkaar/Generelle_vilkaar_vers.05-ENG.pdf

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the rules of the Complaint Board set up by the Dansk Internet Forum (“DIFO”). The current version of the Complaints Board rules may be found at https://www.dk-hostmaster.dk/fileadmin/filer/pdf/DIFO/rules_complaint_board.pdf

(n) .eu domains. In the case of a “.eu” registration, the following terms and conditions will apply:

(i) Eligibility Criteria. .eu domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are: (A) an undertaking having its registered office, central administration or principal place of business within the European Community; (B) an organization established within the European Community without prejudice to the application of national law, or (C) a natural person resident within the European Community.

(ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website. Registration policies of the Registry and the terms and conditions applicable to your .eu registration may be found at http://www.eurid.eu/files/trm_con_EN.pdf.

You are responsible for monitoring the Registry’s site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(iii) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law.

(o) .fr Domains. In the case of a “.fr” registration, the following terms and conditions will apply:

(i) Representation of Registrant. .fr domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are: (A) A legal entity: (I) whose head office is in France; (or), (II) which possess an address in France which is expressly listed in the public electronic databases of the registrars of the commercial courts or the National Statistical and Economic Studies Institute (INSEE), (or), (III) State institutions or departments, local authorities or associated establishments, (or), (IV) which own a trademark registered with the National Intellectual Property Institute or own a registered EU or international trademark which expressly includes French territory.

(ii) Administrative Contact. Each registrant must designate an administrative contact to act as a coordinator between the registrant and the Registry. In the case of .fr registrations, the administrative contact must be based in France where it can receive legal and other documents.

(iii) Registry Policies. You agree to be bound by the Registry's Naming Charter, its registration rules for .fr. English language translations of the Registry's documents are provided for convenience. The Registry documents may be found at:
http://www.afnic.fr/obtenir/chartes/nommage-fr_en.

(iv) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .fr dispute resolution policy and procedures can be found at <http://www.afnic.fr/doc/ref/juridique/parl>. 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 specified by the Registry or any court of law.

(p) .it Domains. In the case of a "it" registration, the following terms and conditions shall apply:

(i) Registration Criteria. Registration of an .it name is restricted to subjects belonging to a member state of the European Union. Individuals and associations operating without a VAT number or a fiscal code are limited to a single domain name registration.

(ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.nic.it/legal-issues>.

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation. Additional policies, including transfer procedures and "netiquette" rules may be found at <http://www.nic.it/create-and-change.it/regulations-and-guidelines>.

(q) .nl Domains. In the case of a ".nl" registration, the following terms and conditions shall apply:

(i) Registry Policies. You agree to be bound by the policies of the Registry including but not limited to the Registry's Registration Regulations. English language translations of the Registry's documents are provided for convenience and may be found at:
https://www.sidn.nl/fileadmin/docs/PDF-files_UK/General%20Terms%20and%20Conditions%20for%20.nl%20Registrants.pdf

You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .nl dispute resolution policy and procedures can be found at <https://www.sidn.nl/en/about-nl/disputes-and-complaints>.

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 specified by the Registry or any court of law.

(r) .tv Domains. In the case of a “.tv” registration, the following terms and conditions will apply:

(i) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another Registrar, you agree to be bound by the 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 <http://www.icann.org/dndr/udrp/policy.htm>. Please take the time to familiarize yourself with this policy.

(ii) Policy . You agree that your registration of the .tv domain name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN or government adopted policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name. You acknowledge that you have reviewed the .tv General Terms of Service which may be found at <http://opensrs.com/resources/domains/domain-policies#tv>

and expressly agree to the terms outlined therein.

(s) .uk Domains. In the case of a .uk registration, the following terms and conditions will apply:

(i) “Nominet UK” means the entity granted the exclusive right to administer the registry for .uk domain name registrations.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at: <http://www.nominet.org.uk/disputes/>. Please take the time to familiarize yourself with this policy.

(ii) Nominet UK Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK-adopted policy, term or condition, or pursuant to any registrar or registry procedure not inconsistent with an Nominet UK-

adopted policy, (1) to correct mistakes by a registrar or the registry in registering the name, or (2) for the resolution of disputes concerning the domain name. The current Nominet UK terms and conditions can be found at: <http://www.nominet.org.uk/disputes/terms/>

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(iii) When you submit a request for a domain name registration with Tucows and/or Reseller, you will be entering into two contracts – one contract with Tucows and/or Reseller and one contract with Nominet UK.

Tucows and your Reseller will act as agents on your behalf by submitting your application to Nominet for you, however, you will still be entering into a direct contract between you and Nominet UK. This is a separate contract from this agreement; may be found at

<http://www.nominet.org.uk/nominet-terms>. Tucows and Reseller must also make you aware that by accepting Nominet's terms and conditions you are consenting to Nominet using your personal data for a variety of reasons. In particular, your name and address may be published as part of Nominet's Whois look-up service.

(iv) Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with Nominet UK policies and procedures.

(t) .us Domains. In the case of a “.us” registration, the following terms and conditions will apply:

(i) “DOC” means the United States of America Department of Commerce.

(ii) “.us Nexus Requirement”. Only those individuals or organizations that have a substantive lawful connection in the United States are permitted to register for .usTLD domain names. Registrants in the .usTLD must satisfy the nexus requirement (“Nexus” or “Nexus Requirements”) set out at:

http://www.neustar.us/content/download/2659/32865/ustld_nexus_requirements.pdf

(iii) Selection of a Domain Name. You certify and represent that: (A) You have and shall continue to have, a bona fide presence in the United States on the basis of real and substantial lawful contacts with, or lawful activities in, the United States as defined in Section (ii) hereinabove; (B) The listed name servers are located within the United States; (C) 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 of the information provided correct, up-to-date and complete; (D) To the best of your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party; (E) That the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever; (F) You have the authority to enter into this Registration Agreement.

(iv) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another

registrar, you agree to be bound by the Dispute Policy and the usDRP, as defined below, that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with these policies.

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(v) Domain Name Disputes. You acknowledge having 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: (A) The Nexus Dispute Policy (“Dispute Policy”), available at: http://www.neustar.us/content/download/2666/32893/nexus_dispute_policy.pdf. The Dispute Policy will provide interested parties with an opportunity to challenge a registration not complying with the Nexus Requirements. (B) The usTLD Dispute Resolution Policy (“usDRP”) available at: <http://www.neustar.us/content/download/2665/32889/usdrp.pdf>. The usDRP is intended to provide interested parties with an opportunity to challenge a registration based on alleged trademark infringement. (C) In addition to the foregoing, you agree that, for the adjudication of disputes concerning or arising from use of the Registered Name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (i) of your domicile, (ii) where Tucows is located, and (iii) the United States.

(vi) Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, the DOC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a DOC or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name. The Registry Operator’s policies can be found at <http://www.neustar.us/policies>.

(vii) Indemnity. The DOC shall be added to the parties you have agreed to indemnify in Section 13 hereinabove.

(viii) Information. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (A) Your full name, postal address, e-mail address and telephone number and fax number (if available) (or, if different, that of the domain name holder); (B) The domain name being registered; (C) The name, postal address, e-mail address, and telephone number and fax number (if available) telephone numbers of the administrative contact, the technical contact and the billing contact for the domain name; (D) The IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name;

(ix) In addition to the foregoing, you will be required to provide additional Nexus Information. The Nexus Information requirements are set out at http://www.neustar.us/content/download/2659/32865/ustld_nexus_requirements.pdf. Any other information, which we request

from you at registration, is voluntary. Any voluntary information we request is collected for the purpose of improving the products and services offered to you through your Reseller.

(x) Disclosure and Use of the Registration Information. You agree and acknowledge that we will make domain name registration information you provide available to the DOC, to the Registry Operator, and to other third parties as applicable. You further agree and acknowledge that we 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 other purposes as required or permitted by the DOC and applicable laws.

You hereby consent to any and all such disclosures and 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 us.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.

(u) .asia Domains. In the case of a .asia registration, the following terms apply:

(i) The Registered Name Holder/Registrant consents to the use, copying, distribution, publication, modification and other processing of its Personal Data by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy.

(ii) The Registered Name Holder/Registrant agrees to correct and update the registration information for the Registered Name immediately during the registration term for the Registered Name.

(iii) In addition to the complying with the Registrar's policies, the Registered Name Holder/Registrant* agrees to comply with those ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.

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(iv) The Registered Name Holder/Registrant agrees to comply with all the operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited (“ASIA Registry Policies”). The Registered Name Holder/Registrant acknowledges that ASIA Registry Policies are applicable to all registrars and/or registered name holders/registrants. Any changes of the ASIA Registry Policies by the DotAsia Organisation Limited that are consistent with the Registry Agreement shall be effective upon thirty (30) days’ notice by DotAsia Organisation Limited to Registrar. The Registered Name Holder/Registrant further agrees to be bound by the terms and conditions as set down by DotAsia Organisation Limited during the initial launch and the general operations of the ASIA TLD, including without limitation its Start-Up Policies where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.

(v) The Registered Name Holder/Registrant agrees to submit to proceedings commenced under ICANN’s Uniform Domain Name Dispute Resolution Policy (“UDRP”) and to proceedings commenced under ICANN’s Charter Eligibility Dispute Resolution Policy (“CEDRP”). The Registered Name Holder/Registrant agrees to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia Organisation Limited from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the ASIA Registry.

(vi) The Registered Name Holder/Registrant acknowledges and agrees to comply with the ASIA Charter Eligibility Requirement. The Registered Name Holder/Registrant* acting as Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (the “CED Contact”), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder/Registrant’s* legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited’s ASIA Charter Eligibility Requirement Policy published from time to time. Registered Name Holder/Registrant acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

(vii) The Registered Name Holder/Registrant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator DotAsia Organisation Limited and its 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 relating to the Registered Name Holder’s

domain name registration and or use. Notwithstanding the other provisions in this Agreement, the Registered Name Holder agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.

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(viii) The Registered Name Holder/Registrant acknowledges and agrees that DotAsia Organisation Limited and Registry Services Provider, acting in consent with DotAsia Organisation Limited, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate 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 DotAsia Organisation Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by DotAsia Organisation Limited, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia Organisation Limited also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

(ix) Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited, the Registry Operator of the .ASIA TLD, 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 DotAsia Organisation Limited have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to Tucows being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia Organisation Limited shall survive any termination or expiration of this Agreement.

(x) The Registered Name Holder/Registrant acknowledges that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.

(v) .li Domains. In the case of a “.li” registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.switch.ch/id/terms>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch 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

<http://www.switch.ch/id/disputes/rules>. Please take the time to familiarize yourself with this policy.

(w) .me Domains. In the case of a “.me” registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at: <http://www.nic.me/policies/general-registration-policies.html>.

You are responsible for monitoring the Registry’s site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .me 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 <http://www.nic.me/policies/dispute-policy.html>

Please take the time to familiarize yourself with this policy.

(x) .tel Domains. In the case of a “.tel” registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://telnic.com/downloads/AUP.pdf>.

You are responsible for monitoring the Registry’s site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(y) .mobi Domains. In the case of a “.mobi” registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://mtld.mobi/content/become-a-dotmobi-registrar>

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(z) .in Domains. In the case of a ".in" registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.registry.in/Policies>

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(aa) .bz Domains. In the case of a ".bz" registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.afilias-grs.info/bz-belize>

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(bb) .ws Domains. In the case of a ".ws" registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.worldsite.ws/legal/index.dhtml?url=worldsite.ws>.

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(cc) .mx and .com.mx Domains. In the case of a ".com.mx" or "mx" registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.registry.mx/jsf/static_content/domain/policies_first.jsf

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(dd) .co and .com.co, .net.co, .nom.co Domains. In the case of a ".com.co" or ".net.co" or ".nom.co" registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.cointernet.co/domain/policies-procedures>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ee) .com.au, .net.au, .org.au, .asn.au, .id.au Domains. In the case of a ".com.au", ".net.au", ".org.au", ".asn.au" or ".id.au" registration, the following terms and conditions shall apply:

i. auDA AND REGISTRAR'S AGENCY

- (1) In this agreement, auDA means .au Domain Administration Limited ACN079 009 340, the .au domain names administrator.
- (2) 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.

ii. auDA PUBLISHED POLICY

- (1) In this clause, auDA Published Policies means those specifications and policies established and published by auDA from time to time at <http://www.auda.org.au>.
- (2) Registrant 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.

iii. Registrant acknowledges that under the auDA Published Policies:

- (1) there are mandatory terms and conditions that apply to all domain

- names licences, and such terms and conditions are incorporated into, and form part of, this agreement; and
- (2) Registrant is bound by, and must submit to, the .au Dispute Resolution Policy; and
- (3) auDA may delete or cancel the registration of a .au domain name.

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iv. auDA'S LIABILITIES AND INDEMNITY

- (1) 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.
- (2) 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.
- (3) Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.

(ff) .xxx Domains. In the case of a ".xxx" registration, the following terms and conditions shall apply:

- (i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://icmregistry.com/policies/registry-registrant-agreement/>

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

33. WHOIS PRIVACY SERVICE. The following terms and conditions will apply if you subscribe to the Whois Privacy Service:

- (a) Subscribers to the Whois Privacy Service have elected to include the following information in the publicly available Whois Registry:
- (i) Contact Privacy Inc. Customer #####, where ##### is an individual customer identification number which is unique per domain name, shall appear as the Registrant and Contacts name(s); (ii) Tucows' postal address and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s); (iii) The primary and secondary nameservers shall be those designated by the

Registrant; (iv) The original date of registration and the expiration of each domain name; (v) Tucows will be identified as the registrar of record.

(b) You understand and agree that the Registrant and Contact Information that you have provided will be kept on file. You further agree and warrant that you will ensure that the Whois Information is true, accurate and up to date.

(c) You will retain complete control over the domain name and its registration records and may suspend and reinstate the Whois Privacy Service at your discretion.

(d) The Whois Privacy Service may be used with both new and existing domain name registrations. You may use the Whois Privacy Service with respect to a domain name that has been transferred but it will only commence after the transfer has been completed. If you wish to transfer the domain name to a different registrar, the Whois Privacy Service must be disabled in order to initiate the transfer.

(e) We will send all obligatory renewal and transfer related messages to the Contacts you have designated.

(f) Communications Forwarding. Communications received with respect to a particular domain name registration will be handled as follows: (i) We will forward to you or a Contact all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to you or your Contact. Regular postal mail will be discarded or returned to sender at our discretion. (ii) Email correspondence will be forwarded according to the instructions of the Registrant as they appear in our records. (iii) A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com web site where written messages will be forwarded according to your instructions. (iv) We will only be responsible for forwarding communications where our details have appeared in the whois and when your Whois Information is accurate, complete and up to date.

(g) Right to Suspend and Disable. We shall have the right, at our sole discretion and without liability to you or any of your Contacts, suspend or cancel your domain name and to reveal Registrant and Contact Whois Information in certain circumstances, including but not limited to the following: (i) when required by law; (ii) in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law; (iii) to comply with a legal process served upon Tucows; (iv) to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy; (v) to avoid financial loss or legal liability; (vi) if we believe that you or one of your Contacts is using the Whois Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities; or (vii) to transmit SPAM, viruses, worms or other harmful computer programs.

(h) You understand and agree that, in the event that we receive a formal complaint, notice of claim or UDRP, that we will have the right to disable the Whois Privacy Service pending final disposition of the matter.

ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

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