

Master Services Agreement Version 1.1

This MASTER SERVICES AGREEMENT (the "Agreement") is by and between INTRACOM MIDDLE EAST FZE, domain name registrar located at Dubai, United Arab of Emirates ("INTRACOMME"), and you ("Registrant"), which set forth the terms and conditions of your use of The Intracomme Domain Name Registration Services ("Services").

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge, and agree to be bound by these terms and conditions along with all other applicable Intracomme agreements which are incorporated herein by reference.

The terms "we", "us", or "our" shall refer to Intracomme. The terms "you", "your", "user", "registrant" or "customer" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Intracomme reserves the right, in its sole and absolute discretion, to change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time and without notice. Any such changes or modification shall be effective immediately upon posting to this website ("**Site**"). If you do not agree to be bound by this Agreement as last revised, do not use or continue to use the Services or the Site. Intracomme may occasionally notify you of changes or modifications to this Agreement or the Services by email so it is very important that you keep your account information current and up to date. Intracomme is not responsible and assumes no liability for your failure to receive an email notification if such failure results from inaccurate or out-dated account information.

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter herein. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or unenforceability of any of the terms of this Agreement in any other jurisdiction. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. The headings contained in this Agreement are for convenience only and shall not affect meaning or interpretation of this Agreement.

1. Services

a. **Generic and Country Code Top Level Domain Name Registration**

INTRACOMME is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar. You acknowledge and agree that as an ICANN-accredited registrar, INTRACOMME is bound by an agreement with ICANN. You acknowledge and agree that INTRACOMME

may modify this Agreement in order to comply with its agreement with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the top level domain ("TLD") or country code top level domain ("ccTLD") supported by INTRACOMME. As used herein, the terms "registry", "Registry", "registry operator" or "Registry Operator" shall refer to the registry applicable to the TLD or ccTLD in question. INTRACOMME may, at its sole discretion, accept registration applications in non-ASCII character languages such as Chinese, Korean, and more ("Internationalized Domain Names" or "IDNs").

You agree to abide by the terms in this Agreement to register and renew domain names as well as all terms and conditions of ICANN and Registry Operator, but not limited to, dispute resolution policies such as the Uniform Domain Name Dispute Resolution Policy ("**UDRP**") or the Uniform Rapid Suspension Policy ("**URS**") as well as all current and future policies related to those domain names including any WHOIS data policies.

All domain name registrations we register or renew are not effective until we have delivered the domain name registration or renewal information you provide us to the Registry Operator for the respective TLD, as applicable, and the Registry Operator puts into effect your domain name registration or renewal. Domain name registrations are created and renewed for specified terms, terms which end on the specified expiration date if not renewed. For domain names which are created as a new registration out of the available namespace, the term begins on the date the domain name registration is acknowledged by the applicable registry. You agree that we are not liable or responsible in any way for any errors, omissions, or any other actions by the Registry arising out of, or related to a request to register, renew, modify, transfer, or renew a domain name. The registration or renewal is only effective once the Registry creates the registration or accepts the renewal.

b. Value Added Services

i. Premium Domain Name Registration

The Premium Domain Name service is provided to facilitate the selling of currently registered domain names and registry premium names. Domain names listed may be withdrawn at any time by INTRACOMME. All premium names renewal price will be the same as registration price. Registrant acknowledge that if the domain name being registered is a Registry Premium Name, the use of the domain is subject to the terms and conditions of the Registry Premium Name Agreement/Policy.

ii. Domain Auction Services

INTRACOMME offers domain auction services under this Agreement. By using the Domain Auction Services, you agree to be bound by the terms of the Auction Services Agreement, which can be found in our website and made part of this Agreement by reference.

iii. Domain Recovery Services

INTRACOMME may, from time to time, offer domain name recovery and acquisition services including, but not limited to, drop-catching, backordering, UDRP filing services, and anonymous acquisition negotiation ("**Recovery Services**"). You acknowledge that Recovery Services are non-refundable, at your own risk, and INTRACOMME does not guarantee the success of any Recovery Services.

INTRACOMME shall agree to contact the owners of the domain names specified by you (the "Requested Domains") on an anonymous basis, directly or indirectly, through independent contractors, to solicit an offer to sell the Requested Domains. Upon submitting a request for a Recovery Service (an "Acquisition Order"), you grant INTRACOMME the specific authority as your agent to negotiate, execute, and deliver a contract of purchase of the Requested Domains within six (6) months from date of request for Recovery services.

iv. DNS Services

INTRACOMME provide free Domain Name System ("DNS") service that allows registrant to manage your DNS with our default DNS. The service is provided "as is", "as available", and "with all faults", and we assume no liability or responsibility regarding the same.

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

- Service interruptions caused by periodic maintenance, repairs or replacements of the Nameserver Infrastructure that we may undertake from time to time;
- Service interruptions caused by you from configurations;
- Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

We do not offer service uptime guarantee ("Service Uptime Guarantee") as the service is provided for free.

v. Website Forwarding

INTRACOMME offers website forwarding services ("**Website Forwarding**") which allow you to forward visitor traffic intended for your domain name to another destination on the internet. You acknowledge that you may not use Website Forwarding for unlawful purposes or for any purpose which violates the terms of our anti abuse policy. INTRACOMME may remove the service without notice if any breaches are found.

vi. Parking Pages

INTRACOMME by default activates domain names to point to our default parked pages for domain names using our default DNS. You acknowledge and agree that INTRACOMME has the right to set the Default Setting. We may modify the Parked Pages at any time, without prior notice and may include on the page advertisements, links to additional INTRACOMME services, or 3rd Party Services, or other pages. Please note that the third-party advertising displayed on INTRACOMME's Parked Pages may contain content offensive to you, including but not limited to links to adult content. INTRACOMME makes no effort to edit, control, monitor, or restrict the content and third-party advertising displayed on INTRACOMME's Parked Pages, and expressly disclaims any liability or responsibility to you or any third party in connection therewith. You may change the DNS settings of your domain name at any time to remove the parking page.

vii. Email Accounts

INTRACOMME offers email services for .GDN domain names registered under this Agreement which is provided by Registry operator. By ordering Email Services, you agree to be bound by the terms of the Registry Operator Email Acceptable Use Policy, which can be found in GDN Registry website and made part of this Agreement by reference.

c. Renewal and Expiration of Services

When you register a domain name, you will have two renewal options: (i) "Manual Renewal" and (ii) "Automatic Renewal ":

i. Manual Renewal

If you do not select that the domain name be automatically renewed, you have the responsibility to manually renew the domain name. If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

ii. Auto Renewal

Automatic Renewal is the default setting. Therefore, unless you select Manual Renewal, INTRACOMME will enroll you in the Automatic Renewal plan. If you enroll in the Automatic Renewal plan, INTRACOMME will automatically renew, for a period of 1 year, any domain name that is up for renewal and will take payment from the Payment Method you have on file with INTRACOMME, at INTRACOMME's then current rates. The auto renewal will be done automatically within 1 day before the expiration of the domain.

INTRACOMME will send at least three expiration notices to the primary email address of the Account holder and the Registrant email address on record prior to expiration beginning sixty (60) days, thirty (30) days and seven (7) days in advance of expiration. In addition, if the domain name expires, INTRACOMME will send a final expiration notice within one (1) day before expiration.

All renewals will be subject to the terms of this Agreement, as it may be amended from time to time, and you acknowledge and agree to be bound by the terms of this Agreement (as amended) for all renewed domains. Domain name renewals will be non-refundable. If for any reason INTRACOMME is not able to take the payment from the Payment Method you have on file, and you fail to respond to our notices, your domain name registration will expire. It is your responsibility to keep your Payment Method information current, which includes the expiration date if you are using a credit card.

INTRACOMME is not liable for your failure to pay the Renewal Fees prior to the due date specified by INTRACOMME. Click [here](#) for the Renewal Fees.

Immediately after the expiration of a domain name and before the deletion of the domain name in the applicable Registry's database, you acknowledge that INTRACOMME may direct the domain name to name servers and/or IP addresses designated by us, including, without limitation, to no IP address or to an IP address which hosts a parking page or a search engine page that may display advertisements or other content, and you acknowledge that we may either leave your information intact or that we may change your information for the expired domain name so that you are no longer listed as the Registrant or Administrative Contact of the expired domain name.

You agree a domain name that has expired shall be subject first to a grace period of twelve (12) days ("Renewal Grace Period"), followed by the ICANN-mandated redemption grace period ("RGP") of thirty (30) days. During this period of time, the registrant may renew the domain name and retain ownership. You acknowledge that you assume all risks and all consequences if you wait until close to, or after, the expiration of the original term of the domain name, to attempt to renew the domain name. You acknowledge and agree that we may make expired domain names available to third parties and that expired domain names may be re-registered to any party at any time. During the redemption period your domain name may be parked.

You acknowledge you may pay INTRACOMME a redemption fee to redeem and renew your domain name during RGP. The RGP fee charged by INTRACOMME is US\$70 plus any applicable registration or renewal fees and is subject to change under the terms of this Agreement. You agree that we are not obliged to contact you to alert you that the Services are being terminated if you choose not to pay this fee. After the end of the RGP, if you do not exercise your rights under this section, you agree that you have abandoned the domain name, and relinquish all rights to, and use of, the domain name.

You acknowledge that the renewal, redemption, and restoration processes available from ccTLD Registries are varied and are subject to each

respective Registry's policies and procedures. In any case, INTRACOMME may or may not provide access to these processes, at its sole and absolute discretion. In any case, the fee charged by INTRACOMME plus any applicable registration or renewal fees for all ccTLDs paid after the due date if any Redemption Period, Redemption Grace Period, reactivation or restoration process is available from the ccTLD Registry. In the event there is a conflict between the provisions of this paragraph and the ccTLD terms, the ccTLD terms shall control.

2. No Guarantee of Registration or Renewal

No domain registration under this Agreement shall be deemed effective until we deliver the domain name application or renewal application to the appropriate Registry and the Registry accepts your application and activates your domain name registration or renewal. Submitting your application to INTRACOMME, and INTRACOMME accepting Fees for your application, by itself does not constitute a successfully registered application or renewal.

You acknowledge and agree that INTRACOMME cannot guarantee that you will be able to register, transfer or renew a desired domain name, even if an inquiry indicates that domain name is available, since INTRACOMME cannot know with certainty whether the requested domain name is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS databases.

You further acknowledge and agree that you are solely responsible for ensuring that your registration or renewal has been properly processed. INTRACOMME may elect to accept or reject your application for registration or renewal at any time for any reason at its sole and absolute discretion, including, but not limited to, pricing errors, attempts to apply for domain names that are prohibited, improper, unavailable, infringe on 3rd party intellectual property or other rights, are questionable or violate any other agreements or terms and conditions with INTRACOMME contained in this Agreement or other agreements. You also acknowledge and agree that INTRACOMME is not liable or responsible in any way for errors, omissions, acts, inaccuracies related to the Site, or actions by any 3rd parties including any gTLD, sTLD, IDN, or ccTLD Registry arising out of your application or potential application for, and registration or renewal of, a particular domain name.

3. Transfer of Domain Name

You are able to transfer domain names to or from INTRACOMME according to the terms and transfer policies of the respective Registry for the TLD of the domain name you wish to transfer. You understand that there may be certain confirmations and procedures required by the transferring registrar in order to complete the transfer process, such as responding to e-mails acknowledging the transfer request. You agree to promptly cooperate with such procedures and you acknowledge that any delays in your compliance with the applicable procedures may delay the effective date of such transfer to INTRACOMME. Each Registry has its own unique transfer policy which INTRACOMME adheres to. For all

TLDs under ICANN sponsorship, you may find more information on the transfer policy that INTRACOMME is required to follow for all TLDs under ICANN sponsorship here:

<http://www.icann.org/en/resources/registrars/transfers>

In order to determine who the sponsoring registrar currently is for your domain name, please visit: <http://www.internic.net/whois.html>

In order to protect your domain names, we place a transfer lock on domain names in many TLDs automatically when they are registered or renewed with us. In order to transfer to another registrar, you must remove this transfer lock. You are able to do this from your account on the Site. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration.

In no event, shall INTRACOMME be liable for the failure of a transfer or loss of your domain name if the transfer is initiated close to the end of the registration term, the transfer is not approved by the Registrant or Administrative Contact of the domain name, the Fees for the Service remain unpaid or are in dispute, or any other reason outlined in ICANN or the Registry's transfer policies.

4. Your Obligations

You acknowledge that INTRACOMME does not check, unless it is explicitly required to do so by a Registry, to see whether the domain names you select, or your use of the domain name, or other services provided by INTRACOMME or unrelated 3rd parties in relation to the domain name, infringes on the intellectual property or other legal rights of others, violates the rules, regulations, policies, or procedures of the respective Registry, or violates local, state, national or international laws. It is your sole responsibility to ensure that your application for registration or renewal, and subsequent use, of the domain name does not violate any of these terms.

You represent to INTRACOMME that:

- (i) You are legally capable of entering into this Agreement with INTRACOMME;
- (ii) You will not violate this Agreement and will comply with all local, state, national and international laws;
- (iii) You will not use the Site or the Services for any unlawful purpose.
- (iv) You will not represent yourself as another person or entity, or submit information on behalf of another person or entity without their express prior written consent;
- (v) You will not provide false, inaccurate, or incomplete information in your application for the Services;
- (vi) You will maintain complete and accurate information with INTRACOMME at all times in relation to the Services;
- (vii) You will not violate 3rd party trade or service marks, copyrights, patents or other intellectual property rights;

- (viii) Your use of the Services does not result in excess use of INTRACOMME resources or overloading of INTRACOMME DNS, server or network resources;
- (ix) You are prohibited from distributing malware, abusively operating botnets, phishing, piracy, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law;
- (x) You will not conduct server hacking or promote hacking, cracking, or other cyber crimes or activities;
- (xi) You will not deploy software or scripts to run on INTRACOMME servers that cause overload of resources or threaten the stability of the network;
- (xii) You will not disseminate or transmit SPAM email in violation of INTRACOMME anti abuse policy;
- (xiii) You will not disseminate illegal, hateful, harmful, violent, racially or ethnically intolerant, abusive, obscene, pornographic, defamatory, harassing, malicious, protected material, or content that otherwise violates the intellectual property rights of others;
- (xiv) You will not use the Services as a source, intermediary, reply to address, or destination address for packet flooding, mail bombs, packet corruption, denial of service, or other illegal or abusive cyber activities;

INTRACOMME may terminate or suspend the Services at any time, at its sole discretion and without limitation, if it finds that you have violated any terms of this Agreement or other agreements with INTRACOMME. You agree that if we terminate or suspend the Services provided to you under this Agreement, that we may then, at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously providing to you and that any reference in this Agreement to termination or suspension of the Services to you includes this option.

5. Domain Name Registrant

INTRACOMME considers the entity named as the Registrant for the domain name at the time of initial registration with INTRACOMME as the entity that controls the domain name. The Registrant is granted all rights under this Agreement to act in respect to the domain name and any other services obtained from INTRACOMME in connection with the domain name, including, but not limited to, the authority to terminate, delete, transfer, renew, or otherwise modify the Services, or obtain additional services in relation to the domain name.

6. Fees

All Services under this Agreement are provided on a pre-paid or advanced basis. The fees imposed by INTRACOMME under this Agreement are subject to change at any time, without notice, at the sole discretion of INTRACOMME. Such change shall be posted to the Site, with or without notice, and are effective as of the date of publication.

The Customer shall not, under any circumstances, receive any credits or refunds in connection with any Services which have been paid in full, including, without limitation, any a) fraudulent registration, b) registration in bad faith, c) loss of a

domain dispute via the Uniform Domain Name Dispute Resolution Policy or legal action taken by a third party, c) reversal decision by the Registry, d) cancellation by INTRACOMME due to Customer spamming, or other violations of this agreement by Customer, e) closed Services, f) cancellation for any reason by Customer.

All fees under this Agreement are non-refundable, in whole or in part, unless the application for domain name registration or renewal is rejected due to the following reasons, regardless of whether the domain name is suspended, terminated, cancelled, or transferred:

(a) the domain name is unavailable because it is already registered to another party, prohibited by the Registry's policies, or prohibited due to the violation of terms found in this Agreement;

(b) Requirements to register the domain name imposed by the Registry or INTRACOMME are not able to be met by you; or

(c) the TLD in which the domain name belongs has been discontinued, restricted by government regulations or is no longer offered by INTRACOMME.

INTRACOMME reserves the right to charge a processing fee or setup fee in the case that you submit a domain name registration or renewal application and disregard, ignore, overlook, mistake, or attempt to otherwise circumvent, the requirements imposed by the Registry or INTRACOMME which cause your application to be incomplete or rejected.

Additionally, INTRACOMME reserves the right to charge additional fees for DNS Hosting, Web Forwarding ("**Value Added Services Fees**"), modifications ("**Modification Fees**") to your domain name, including, but not limited to, DNS changes and Contact information changes to WHOIS information. Generally, Modification Fees are not charged in relation to gTLDs, sTLDs, and IDNs under ICANN sponsorship. Modification Fees are common in relation to many ccTLDs and INTRACOMME will confirm the amount of the Modification Fees with you prior to making any modifications.

In the event you are provided with free products with the registration of a domain name, you acknowledge and agree that such free products will only be available with a valid purchase and may be terminated in the event the domain name is deleted or cancelled. Failed registrations associated with promotional offers may result in the deletion of the free or discounted item or an adjustment between the registered domain price and the value of the discounted item, in our sole discretion.

You may pay for Services by providing a valid credit card, an electronic check and PayPal (each, a "Payment Method"). If for any reason INTRACOMME is unable to charge your Payment Method for the full amount owed for the Services provided, or if INTRACOMME is charged a penalty for any fee it previously charged to your Payment Method, you agree that INTRACOMME may pursue

all available lawful remedies in order to obtain payment. You agree that the remedies INTRACOMME may pursue in order to effect payment shall include, but not be limited to, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf. INTRACOMME reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks INTRACOMME may perform outside the normal scope of its Services, (ii) additional time and/or costs INTRACOMME may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by INTRACOMME in its sole and absolute discretion). Typical scenarios include, but are not limited to, customer service issues that require additional personal time or attention, fees incurred by third-party payment providers such as PayPal, fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a Payment Method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the Payment Method you have on file with INTRACOMME.

INTRACOMME may offer pricing in various currencies; however, transaction processing is supported only in U.S. dollars and a select number of the currency options displayed on the Site. If the transaction is processed in a currency that differs from the currency of your bank account, you may be charged exchange rate conversion fees by your bank. In addition, due to time differences between (i) the time you complete the checkout process, (ii) the time the transaction is processed, and (iii) the time the transaction posts to your bank statement, the conversion rates may fluctuate, and INTRACOMME makes no representations or warranties that the amount submitted to your bank for payment will be the same as the amount posted to your bank statement, and you agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

7. Dispute Policy

As a condition to entering into this Agreement with INTRACOMME, you must agree to the Registry's policies and procedures for the applicable TLD for which you are submitting an application for domain name registration or renewal, and if applicable, the policies and procedures of ICANN. As such, you agree to be governed by the dispute resolution policies adopted and promulgated by each respective Registry which you enter into an agreement with under this Agreement. By entering into this Agreement by submitting an application to us for any TLD under ICANN's sponsorship, you agree to be bound by the terms of ICANN's UDRP and URS Policies, which are incorporated herein and made part of this Agreement by reference.

You agree that INTRACOMME may from time to time modify its Dispute Resolution Policy in accordance to ICANN or Registry Operators. You agree that by maintaining your domain name registrations with INTRACOMME after the updated policy becomes effective that you agree to the Dispute Resolution policy as amended. You agree to review INTRACOMME's website periodically to

determine if changes have been made to the Dispute Resolution Policy. If you cancel or terminate your Services with INTRACOMME as a result of the modified Dispute Resolution policy, no fees will be refunded to you.

You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use 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.

8. Domain Name Registration Information

You agree to provide current, complete, and accurate information about you, with respect to the WHOIS information for your domain names under this Agreement. You agree to maintain and update this information within seven (7) days of any change as needed to keep it current, complete, and accurate. With respect to the administrative, technical, and billing contacts for your domain names, you must submit the following: name, postal address, e-mail address, voice telephone number, and where available, fax number. You agree that the type of information you are required to provide may change and you acknowledge that, if you do not provide the newly required information, your Services under this Agreement may be suspended or terminated or may not be renewed. Failure to provide complete and accurate information may prevent you from obtaining the Services. You may provide information regarding the name servers assigned to your domain names and the DNS settings for the domain name. If you do not provide complete name server information, you agree that we may supply this information for you (and point your domain name to a website or IP address of our choosing) until such time as you elect to supply name server information.

You acknowledge and agree that willfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement that will be sufficient basis for cancellation of your domain name registration. You further acknowledge and agree that your failure to respond within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by INTRACOMME concerning the accuracy of contact details associated with your domain name registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You acknowledge and agree that INTRACOMME may make available information you provide or that we otherwise maintain to such third parties as applicable laws require or permit. You further acknowledge and agree that INTRACOMME may make publicly available, or directly available to third parties, some, or all, of the information

you provide, for purposes of inspection (such as through our WHOIS service or BulkWhois requirements specified by ICANN) or for targeted marketing and other purposes as required or permitted by applicable laws. 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 or use of any Services (including any updates to such information). We agree that we will take reasonable precautions to protect data about any identified or identifiable natural person from loss, misuse, unauthorized access or disclosure, alteration or destruction in accordance with the limitations described in this Agreement.

You understand that it is important for you to regularly monitor email sent to the email address associated with your account and WHOIS contact information because, among other reasons, if a dispute arises regarding your domain name or other related services, you may lose your rights to the domain name or your right to receive the Services if you do not respond appropriately to an email sent in conjunction therewith.

9. Term and Termination

This Agreement shall commence on the first day that Services are paid and applied for and shall remain in force continuously and uninterrupted so long as your Services are active.

You may terminate this Agreement at any time without written notice. To terminate this Agreement, you must contact support and request termination. Upon termination, INTRACOMME shall terminate the Services. You acknowledge that INTRACOMME is required to retain certain records and information related to your Services according to local, state, country and international laws and will archive the information only as it is legally required to do so for this limited purpose. Any termination of this Agreement shall not relieve Customer of any obligations to pay Fees and Third-Party Costs accrued prior to the termination date and any other amounts owed by Customer to INTRACOMME as provided in this Agreement.

You agree that INTRACOMME, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. INTRACOMME may also cancel the registration of a domain name and related Services, after thirty (30) days, if that name is being used, as determined by INTRACOMME in its sole discretion, in association with spam or morally objectionable activities.

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

10. Indemnification

Registrant shall indemnify and defend INTRACOMME and its directors, officers, employees, subsidiaries, contractors, subcontractors, attorneys, insurers

and agents (collectively, "Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or related to: (i) your use of the Services, (ii) your application for and registration of, or failure to register or renew, a particular domain name; (iii) your use of any domain name registered in your name; (iv) your breach of this Agreement; (v) any disputes involving the intellectual property rights of others; (vi) processing any registrant transfers in accordance with this Agreement; and (vii) your use of any domain name affected by any transfer of registrant request.

You further agree to indemnify, defend, and hold harmless applicable Registry operators (including, but not limited to, VeriSign Inc., Neustar, Inc., Public Interest Registry, Afilias Limited, Cocca, and other registry operators listed at <http://www.icann.org/registries/listing.html>) and all such parties' directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages, and reasonable legal fees and expenses) arising out of, or related to, the Services you are obtaining from us. This indemnification is in addition to any indemnification required under the UDRP or any similar policy. This indemnification obligation shall survive the termination or expiration of the registration agreement.

11. Warranty Disclaimer

THE SERVICES THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. INTRACOMME EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS ICANN-APPROVED DOMAIN NAME REGISTRAR. YOUR SUBSCRIPTION TO, AND USE OF, INTRACOMME'S SERVICES AND ITS SITE ARE ENTIRELY AT YOUR RISK. INTRACOMME DOES NOT WARRANT THAT THE SERVICES OR ANY COMPONENT THEREOF WILL MEET REGISTRANT'S REQUIREMENTS, OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHERMORE, INTRACOMME DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICES OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE SERVICES OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRANT ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, AND REPAIR OR CORRECTION OF REGISTRANT'S OWN SYSTEMS AND SOFTWARE. YOU AGREE THAT INTRACOMME, ICANN AND/OR ANY REGISTRY OPERATOR WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (i) SUSPENSION, LOSS, OR MODIFICATION OF YOUR DOMAIN NAME REGISTRATION, (ii) USE OF YOUR DOMAIN NAME REGISTRATION, (iii) UNAVAILABILITY OF SERVICES OR ANY

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