

Broadband Terms & Conditions

1. Definitions

"Titan" means Titan Technology Ltd whose registered office is at:

Plestowes Barns

Hareway Lane

Barford

Warwick

CV35 8DD

.

"Customer" means the person who places the Order and uses the Services.

"Telephone Line" means the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Site as notified by the Customer to Titan.

"Agreement" means these Terms, together with the order form.

"BT" means British Telecommunications plc.

"Installation date" means the date when ADSL service is installed in the site.

"Consumer" means a person who enters into a contract other than in the course of a business

"Customer Equipment" means apparatus belonging to the Customer not forming part of the Titan Equipment but which may be connected to the Titan Equipment.

"Order Form" means the Titan application form, written customer order or e-mailed customer order.

"Titan Price List" means the Titan Price List in force from time to time and available on the Titan Website at www.titantech.co.uk/broadband/index.php

"Titan Equipment" means any apparatus or equipment provided by Titan or any third party to the Customer at the Site to enable provision of the Service under this Agreement.

"Site" means the Customer Site where the Service is to be received.

"Service" means the installation, connection and supply of a telecommunications circuit capable of supporting ADSL services at the Site and the provision of telecommunication services over such circuit.

2. Commencement and Duration

This Agreement will commence on the Commencement Date and shall continue for an initial period of 1 month or 12 months dependant on which option selected and will automatically renew subject to termination under Clauses 12.

3. Provisions of the Service

3.1 Titan shall provide or procure the provision of the Service to the Customer in accordance with the terms of this Agreement. The Customer acknowledges that it is technically impracticable to provide a fault free Service and Titan does not undertake to do so.

3.2 The provision of the Service to the Customer will be subject to the characteristics of the Customers Access Connection and BT may determine that it is not possible to supply the Service over the Customers Access Connection. Where this is the case, Titan will immediately terminate this Agreement, Titan will not be liable to the Customer for such termination.

3.3 The Customer acknowledges that during the installation of the Titan Equipment for the provision of the Service the Customer Access Connection may suffer a temporary loss of telephone service, and /or interference to any other Access Connection services, which shall be reinstated following installation Titan

will not be liable for any loss, interruption or interference during installation. The Customer also acknowledges that any telephone socket extensions that are incorrectly wired may be disconnected during installation, without liability to Titan.

3.4 Occasionally Titan and/or BT may have to interrupt the Service or change the technical specification of the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency. In these circumstances where possible Titan will give notice to the Customer of any such interruption however, the Customer shall have no claim against Titan for any such interruption.

3.5 Except as otherwise expressly permitted under this Agreement, the Customer may not:

- modify the Service without Titan's prior written consent;
- redistribute, copy or use the Service, or transfer rights to the use of the Service to any third party;
- disclose details of the Service, to any third party without Titan's prior written consent;
- use the Service except in conjunction with Titan's recommended operating guidelines;

3.6 Titan shall use its reasonable endeavours to comply with the Customer's reasonable requests in respect of installation but Titan or BT's decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Titan Equipment shall be final and binding.

3.7 Titan shall use all reasonable endeavours to provide and install or procure the provision and installation of the Titan Equipment at the Site so that the Service can be provided on or before any installation date specified or agreed to by Titan. Any installation date is an estimate only and Titan shall not be liable for any failure to meet such installation date.

3.8 Installation of the Service may be subject to a survey carried out by Titan or BT and the Service may not be provided where the survey carried out, is incomplete or unsatisfactory.

4. Use of the Service

4.1 The Customer must not use the Service:

- in a way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- in connection with the carrying out of a fraud or criminal offence against Titan, or any other public telecommunications operator;
- to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;
- to send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own customers;
- in a way that does not comply with any instructions Titan or BT has given; or
- in a way that in Titan's reasonable opinion could materially affect the quality of any service, including the Service, provided by Titan or BT.
- in a way that in Titan's reasonable opinion could affect the experience of others on the network; including but not limited to; persistent heavy users of the service, who in Titan's reasonable opinion could be seen to be over-using their contended service, may at Titan's discretion find their available bandwidth restricted at certain times of the day.

4.2 Titan will be entitled to suspend the Service or terminate the Agreement where Titan, in its absolute discretion, believes the Customer is in breach of any provisions of Clause 4.1.

4.3 The Customer acknowledges and accepts the following technical limits relating to the Service:

- transmission performance of some metallic local loops will mean it is technically impracticable to provide Service to all Customers within the Service Availability Area;
- currently, until such time as Titan advises otherwise, the Service cannot be provided over the same Access Connection as certain other telecommunications services as listed on the Titan Website.

- the Service is not available to Sites where all or part of the Access Connection is provided over fibre optic cable or radio systems.
- that the Service may also affect the performance of some PSTN customer premises equipment.
- that some technical limitations may not become apparent until after the Service has been installed and working for some time. In such circumstances the Service for some individual may need to be withdrawn.
- that in the case of any rate-adaptive product including Homeworker and Office 500, 1000, 2000 and MAX ADSL services, upload speeds (and download speeds for MAX services) are dependant on distance from the exchange, atmospheric conditions and quality of the metallic path and may vary without notice to the customer.
- Rate-adaption can occur several times a day and may cause the link to the DSLAM to reset.
- that in case of any rate-adaptive product, such as ADSL MAX services, throughput guarantees will relate only to the actual rated speed of an individual connection, not any implied speed of service.

4.4 In the circumstances referred to in Clause 4.3 Titan will have no liability to the Customer relating to the provision of the Service (or Titan's inability to provide the Service), the performance of the Service, its effect on other services or equipment or the withdrawal of the Service.

4.5 The Customer will co-operate with Titan's reasonable requests for information regarding the Customer use of the Service and supply such information without delay.

5. Charges

5.1 The charges for the Service will be calculated in accordance with the Titan Price List. Charging will begin on the Commencement Date for the Service. Charges will be calculated in accordance with details recorded by, or on behalf of, Titan.

5.2 The Customer will pay the charges within 30 days of the date of Titan's invoice. Titan may charge daily interest on late payments at a rate equal to 4% per annum above the base-lending rate of Barclays Bank Plc and /or a £15 administration fee.

5.3 All charges exclude Value Added Tax (VAT) at the applicable rate, unless stated otherwise.

5.4 Titan may also make an additional charge (on the basis of additional charges detailed in the Titan Price List), on its own behalf or on behalf of a BT in the following circumstances: -

- an abortive visit charge may be incurred where incorrect information supplied by the Customer means it is technically impractical to provide the Service over the Customers Access Connection;
- where it is necessary to relocate the existing telephone master socket to provide the Service;
- where Titan or BT are unable to gain access to the Site to carry out installation of the Service or the installation is aborted an abortive visit charge may be payable;
- where certain order information provided by the Customer is illegible, inaccurate or incomplete an administration fee will be charged;
- where Titan or BT provide the support to the Customer outside its normal support times in supply of the Service;
- where a fault relates to equipment other than the supplied Equipment.

6. Customer Obligations

6.1 To allow the installation and use of the Titan Equipment at the Site, the Customer will at the Customer's own expense:

- obtain all necessary consents, including consents for any necessary alterations to buildings;
- take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as Titan or BT advises are necessary, and carry out afterwards any making good or decorator's work required; and
- provide any electricity and connection points required by Titan or BT.

The criteria above must be completed in advance of any installation work.

6.2 The Titan Equipment shall remain the property of Titan or the supplier of such equipment (including any BT) and the Customer shall at all times make clear to third parties that the same is the property of Titan or a third party supplier of such equipment. Titan may modify, substitute, renew or add to the Titan Equipment from time to time at its absolute discretion.

6.3 Titan shall supply the Customer with the relevant information to enable the Customer suitably to prepare the Site for delivery and installation of the Titan Equipment. The Customer shall at their own expense provide suitable accommodation, assistance, facilities and environmental conditions for the Titan Equipment and all necessary electrical and other installations and fittings.

6.4 A secure electricity supply is required at the Premises for the installation, operation and maintenance of the Titan Equipment at such points and with such connections as specified by Titan. Unless otherwise agreed, this power supply is to be provided by the Customer. Titan shall not be responsible for interruption or failure of the Services caused by a failure of such power supply.

6.5 The Customer is responsible for the Titan Equipment and must not add to, modify or in any way interfere with it nor allow anyone else (other than someone authorised by Titan) to do so. The Customer will be liable to Titan for any loss of or damage to the Titan Equipment, except where such loss or damage is due to fair wear and tear or is caused by Titan, or anyone acting on Titan's behalf.

6.6 Any Customer Equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment. Any equipment which is attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards.

6.7 To enable Titan to carry out its obligations under this Agreement, the Customer will at all reasonable times provide Titan employees, and anyone acting on Titan's behalf including BT, who produces a valid identity card, with access to any Site and any other premises outside of Titan's control. Titan will normally only require access during its usual working hours but may, on reasonable notice, require the Customer to provide access at other times. Titan may agree to work outside its usual working hours, but the Customer must pay Titan's additional charges for doing so as detailed in Clauses and the Titan Price List.

6.8 If through no fault of Titan, Titan is unable to carry out an installation at, or gain access to, the Site or the installation is aborted, Titan will notify the Customer Nominated Contact and may raise an abortive visit charge.

6.9 The Customer hereby irrevocably gives permission to Titan or BT and its employees, agents or contractors to:

- execute any works on the Premises for, or in connection with, the installation, maintenance, or removal of the Titan Equipment;
- keep and operate telecommunication apparatus installed on, under or over the Premises;
- enter the Premises to inspect any telecommunication apparatus kept on, the Site or elsewhere for the purposes of providing the Service.

Where this Agreement or the Service is terminated for any reason Titan or BT will be entitled to enter the Site to remove Titan Equipment installed there.

6.10 The Customer undertakes: -

- to comply with all instructions Titan may notify to the Customer for use of the Titan Equipment;.
- not to allow the Titan Equipment to be repaired or maintained other than by an authorised representative of Titan;
- not to damage the Titan Equipment and not to add modify or in any way interfere with the performance of the Titan Equipment;
- not to attempt to sell the Titan Equipment;
- not to remove any identification mark affixed to the Titan Equipment showing that it is the property of Titan or other third party supplier of such equipment.

6.11 The Customer shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.

7. Support of the Service

7.1 Technical support for the Service is available by telephoning 0800 3166 656 or by sending e-mail to support@titantech.co.uk. Technical support is available during normal Titan office hours.

7.2 Enhanced Care

For only £10 per month Titan will add Enhanced Care to your broadband line. We will guarantee to fix any Broadband fault within 1 working day and promise to keep you updated with progress at least every 2 hours. If we fail on this commitment we will refund you twice the downtime. To subscribe to Enhanced Care please call sales on 0800 3166 656. Please note that you must be on site for the Engineers visit at the designated time, rescheduled visits are not covered by this service.

8. Intellectual Property Rights

8.1 The Customer acknowledges that the Customer shall have no rights to any intellectual property rights arising as a result of any use of the Service.

8.2 Any and all intellectual property rights used or embodied in or in connection with the Service shall be and remain the sole property of Titan or Titan's licensors. No title or intellectual property rights therein or in any modification or extension thereof shall pass to the Customer unless specifically stated under the Agreement.

8.3 The Customer acknowledges such title, interest and rights and the Customer shall not take any action to jeopardize, limit or interfere in any manner with Titan's (or any third party suppliers') title, interests or rights with respect to the Service, including but not limited to, using Titan's or BT's trademarks or trade name.

8.4 Where software is provided to enable the Customer or to use the Service, Titan grants the Customer, for the duration of this Agreement, a non-exclusive, non-transferable license to use the software for that purpose.

9. Warranties

9.1 The service will be provided without warranty or representation of any kind, whether express or implied Titan disclaims and excludes all such warranties and representations including without limitation any warranty or representation that the Service is free of defects, of satisfactory quality, fit for a particular purpose or non-infringing of third party rights. The Customer accepts all risks and liabilities associated with the use of the Service.

10. Limitation of Liability

10.1 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees.

10.2 Neither party shall be liable in contract, tort, pre-contract or other representations (other than fraudulent or negligent misrepresentations) arising out of or in connection with this Agreement for:

- any economic losses (including, without limitation, loss of revenues, profits, contracts, or business); or
- any special, indirect or consequential losses or any destruction of data, arising out of or in connection with the provisions of this Agreement.

10.3 Subject to clauses 10.1 and 10.2 Titan's liability to the Customer in contract, tort, negligence, pre-contract or other representations arising out of or in connection with this Agreement or the performance or observation of its obligations under this Agreement shall be limited in aggregate to the charges paid, by the Customer under this Agreement.

10.4 Each provision of this Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

10.5 The Customer indemnifies Titan and its suppliers including any BT against any claims or damages arising from the Customer's access to or use of the Service and any information, data or material produced, transmitted or downloaded on the Service.

11. Force Majeure

11.1 If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees), or acts of local or central Government or other competent authorities or events beyond the reasonable control of that party's suppliers, the party will have no liability to the other for that failure to perform.

11.2 If any of the events detailed in paragraph 11.1 continue for more than 3 months either party may serve notice on the other terminating this Contract.

12. Termination

12.1 The Customer may terminate this agreement after the initial term by giving 30 days written notice to Titan. If a 12 month contract is terminated early Titan will charge the customer the remaining fees in full, including the cancellation fee detailed in 12.3

12.2 Either party may terminate this Agreement or the Service provided under it immediately, on notice, if the other:

- commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within 15 days of a written notice to do so;
- commits a material breach of this Contract which cannot be remedied;
- is repeatedly in breach of this Contract; or
- is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over their assets.

12.3 Cancellation in the form of a cease of the service, placed by either party under terms 12.1 and 12.2, 12.4 and 12.7 will raise a charge of £33.75 to the customer. Migrations away from the service in the form of a 'Migration Authority Code' assisted migration do not attract the cancellation charge.

12.4 Titan may terminate this Agreement immediately upon written notice to the Customer if:

- Titan is informed by BT supporting the Service that BT is required to cease the Service by a competent regulatory authority; or
- BT supporting the Service ceases to do so for whatever reason or changes the terms its provision of telecommunications services to Titan for the Service beyond the reasonable control of Titan;
- the Customer fails to comply with any of the material terms or conditions of the Agreement and the Customer does not remedy such failure within 15 days of a request to do so.

12.5 Upon termination of this Agreement the Customer shall immediately stop using the Service and the Customer right to use the Service shall immediately terminate.

12.6 If either party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Agreement that waiver is limited to that particular breach.

12.7 Following the minimum period Titan reserves the right to increase prices and/or serve 3 months notice on the customer.

13. Titan Internet Migration Policy

13.1 How the MAC is used to facilitate a migration

- When migrating to Titan internet, during the online sign up process, or on the order form, you will be requested to provide a MAC. This code can usually be supplied by the losing Service Provider

upon request. Other than as detailed below it is generally a Service Providers obligation to provide a code.

- The MAC allows the Network provider to switch the Broadband from one Service provider to another with minimal downtime, usually less than 1 hour.
- If migrating from Titan to another service provider, then we will generally issue a MAC to you upon request, which you will need to provide to your new Service Provider to enable the migration.

13.2 Alternatives to the migration process if no MAC is available

- If you are unable to obtain a MAC, and still wish to change providers, the other option is a cease and re-provide. You would need to completely cancel the current broadband service with your Service Provider, and place a new provide order with the new service provider. This will usually incur extra costs and a period of downtime.

13.3 Migrating to us - Default Migration Date

- If you are migrating to Titan Internet, we will issue you a default migration date by email shortly after confirmation of your order. This date will be the date your service will switch to Titan Internet, this usually happens early morning and you will need to be onsite to change your router settings. If you wish to change this date at any point please call into our sales department on 0800 3166 656 between 8:30am and 5.00pm Monday to Friday, giving us at least 24 hours notice, you will need to call us 2 working days before the default migration date to effect a change.

13.4 How to request a Migration Code from Titan Internet

We will accept requests for MACs by email to customerservice@titantech.co.uk, or in writing to:

Customer Service Team
Titan Technology Ltd
Plestowes Barns
Hareway Lane
Barford
Warwickshire
CV35 8DD

- We will issue the MAC within 5 working days of receipt of your request, subject to the below clauses, in writing or by email, generally in the same format as we receive the request. We will not issue or confirm MACs over the telephone. When issuing the MAC we will provide the following additional information:
 - Validity period and expiry date of the MAC
 - The Broadband service to which the MAC applies

13.5 Why we may not be able to issue a MAC code

- If we have already placed a cease on your Broadband Line, or if your contract has been cancelled, we will be unable to issue a MAC and are under no obligation to do so. Equally if you are a business of 10 or more employees we are again under no obligation to issue a MAC.

13.6 If you have a complaint about our refusal to issue a MAC

- If you wish to complain about our MAC issuance policy or about a decision we have made not to issue a MAC, you may write to or email our complaints department as follows:
- Email: complaints@titantech.co.uk
- Write to:
Complaints Department
Titan Technology Ltd
Plestowes Barns
Hareway Lane

Barford
Warwickshire

CV35 8DD

14. Confidentiality

14.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement or the Service and will not without the written consent of the other party disclose that information to any person (other than their employees or professional advisers, or in the case of Titan the employees of a Titan Group Company or their suppliers, who need to know the information).

14.2 This Clause 13.1 will not apply to:

- any information, which has been, published other than through a breach of this Agreement;
- information lawfully in the possession of the recipient before the disclosure under this Agreement took place;
- information obtained from a third party who is free to disclose it; and
- information, which a party is, requested to disclose and, if it did not, would be required by law to do so.

14.3 This Clause 13.1 will remain in effect for 2 years after the termination of this Agreement.

15. Data Protection

15.1 Titan and the Customer each agree to comply with their respective obligations under applicable data protection legislation and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Titan to process personal data in connection with the performance by Titan of its obligations under this Contract.

15.2 The Customer agrees that Titan may put their name and other details obtained from the Order Form into a computerized directory for internal use and to enable Titan to provide the Service.

15.3 Rights of subject access will be in accordance with the Data Protection Act 1998 and upon request in writing and payment of the appropriate fee.

15.4 Any and all data supplied by Customers is held in accordance with Titan's current Privacy Policy available at www.titantech.co.uk.

16. Consumers

Where you are purchasing the Service as a Consumer the exclusion of the implied terms in Clause 9 and the provisions of Clause 15.1 will not apply.

17. Notices

17.1 Notices given under this Agreement must be in writing and may be delivered by hand, or by courier or first class post to the following addresses:

17.1.1 To Titan at the address of the Titan office shown on the Order Form or any alternative address which Titan notifies to the Customer.

17.1.2 To the Customer at the address to which the Customer asks Titan to send invoices, the address of the Customer's premises, or, if the Customer is a limited company, its registered office.

18. General Provisions

18.1 The Agreement will constitute the entire agreement between the parties and will supersede all prior and contemporaneous agreements, communications and representations (except for fraudulent or negligent misrepresentations) whether oral or written, between the parties.

18.2 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18.3 In the event of a dispute between the parties, the parties will attempt in good faith to resolve the dispute or claim arising out of or relating to the Agreement promptly through negotiations between the respective representatives of the parties who have authority to settle the same.

18.4 If any provision of the Agreement (whether in part or in whole) is held by a court of competent jurisdiction to be illegal, invalid or unenforceable the remaining provisions of the Agreement shall remain in full force and effect.

18.5 Any waiver of any breach of any provision of the Agreement will not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of the Agreement.

18.6 The Customer may not assign or otherwise transfer, by operation of law or otherwise, the Agreement or any rights or obligations therein without the prior express written consent of Titan.

18.7 The headings to the sections of this Agreement are for convenience only.

19. Exhibit A Registration Agreement

19.1 **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 TLD or ccTLD. 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.

19.2. **SELECTION OF A DOMAIN NAME.** You acknowledge and agree that we cannot guarantee that you will obtain a desired domain name registration, even if an inquiry indicates that a domain name is available at the time of your application for same. You represent that, to the best of the your knowledge and belief, neither the registration of the 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. 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.

19.3 **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.

19.4 **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.

19.5 **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.

19.6 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.

19.7 NO GUARANTY. 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.

19.8 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.

19.9 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.

19.10 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

19.11 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.

19.12 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.

19.13 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.

19.14 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 determined by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

19.15 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. 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 have elected to renew the registration, you will be entitled to a grace period during which you may re-register the domain name from us. Additional costs may 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 may also be listed for auction. If the name is sold during any such auction, it will be acquired by a third party on a provisional basis and will remain available for re-registration by you during our stated grace period. If you do not re-register the domain name during the grace period, the auction sale will be concluded and you will receive a share of the proceeds received from the new registrant. Tucows will send an email to the last address you have provided advising you of the sale and your interest in same. At present, we agree to pay you forty (40) per cent of the net proceeds of any such auction. You will have one (1) year following the issue of the email to claim your share of the proceeds. Any amounts not claimed within one (1) year will be deemed to have been abandoned by you and will be deposited by us for our own account.

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.

19.16 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.

19.17 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.

19.18 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.

19.19 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.

19.20 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.

19.21 **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.

19.22 **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.

19.23 **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.

19.24 **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.

19.25 **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.

19.26 **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.

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

19.28 **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 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.

19.29 **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://www.tucows.com/privacy.html>

19.30 **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.

19.31 **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/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 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;
 - (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/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/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.

You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and e-mail usage. This includes, but is not limited to the Acceptable Use Policy, available at <http://www.nic.name/downloads/aup.pdf> as well as the following restrictions. 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 unsent 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.

19.32 ccTLD'S

(a
)

.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.

- (b) **.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=51>. 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=53>.
- (c) **.ca Domains.** In the case of a ".ca" 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, 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/en/cat_Dpr.html. 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/en/doc_Registrar.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 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, it's failure or refusal to renew a domain name registration, it's registration of a domain name, it's failure or refusal to renew a domain name registration, it's renewal of a domain name registration, it's failure or refusal to transfer a domain name registration, it's transfer of a domain name registration, it's 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;
- (d) **.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.nic.cc/policies/dispute.html>. 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://www.enic.cc/en-def-c2689f094aa0/en/policies/policies.shtml>. 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.

- (e) **.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.
- (f) **.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.
 - (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 law 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.
- (g) **.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/richtlinien.html>

German: (C) DENIC-Registrierungsbedingungen
<http://www.denic.de/de/bedingungen.html>

(D) DENIC-Registrierungsrichtlinien
<http://www.denic.de/de/richtlinien.html>

- (h) **.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/en/general/launch>. 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.
- (i) **.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:
www.afnic.fr/obtenir/chartes/nommage-fr.
- (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.
- (j) **.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/NA/regole-naming-curr-engl.txt>. 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/NA/index-engl.html>.
- (k) **.nl Domains.** In the case of a ".nl" registration, the following terms and conditions shall apply:
- (i) Registration Criteria. Registration of a .nl domain name is unrestricted save and except that applicants who are not based in the Netherlands or who do not have a registered address in the Netherlands must provide an address in the Netherlands where written documents can be sent to the applicant and where legal summonses can be served.
 - (ii) 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: http://www.sidn.nl/ace.php/c,728,2679,,,,Regulations_for_registration_of_nl_domain_names.html. 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 [here](#). 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.

- (l) **.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://www.tv/en-def-5066945b5fcc/en/policies/tos.shtml> and expressly agree to the terms outlined therein.
- (m) **.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/drs/policy/>. Please take the time to familiarize yourself with this policy.
 - (iii) 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/registrants/legal/terms/>.
- 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://resellers.tucows.com/contracts/uk/ukterms>. 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.
- (n) **.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/policies/docs/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 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;
 - (E) That the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;
 - (E) 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.
- (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/policies/docs/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/policies/docs/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/policies/docs/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.

19.33 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) Contactprivacy.com 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
 - (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.

20. Law

The Agreement shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.