

Terms and Conditions

Registration Agreement (last revision 22 March, 2017)

"We", "us" and "our" refers to Register Matrix, trading as registermatrix.com.

This Registration Agreement ("Agreement") sets forth the terms and conditions of use by the Applicant, Registrant, Beneficiary, Customer, User (jointly and severally referred to as "you") of our domain name registration services (the "services") and your registration of that domain name (the "Registration").

Your electronic acceptance of this Agreement acknowledges that you have read, understood, and agree to all of the terms and conditions of this Agreement, any agreement referencing this Agreement, the incorporated Uniform Domain Name Dispute Resolution Policy and the Uniform Rapid Suspension System (URS) also available here:

<http://www.icann.org/udrp/udrp.htm> and <http://newgtlds.icann.org/en/applicants/urs> or any other alternative Dispute Resolution Policy offered by the Registries, the Online Pharmacy Policy and Online Pharmacy Investigation Procedures found in this Agreement, and any other rules or policies that are or may be published by us (the "Dispute Policy") from time to time. The operative and effective version of this Agreement will be the latest version available at <http://www.registermatrix.com/RegistrationAgreement.pdf>

By submitting a domain to us for Registration, you are also warranting that you have the authority and legal capacity to enter into this Agreement.

By subscribing to any third party services through our Website, you must agree to and comply with the policies and terms of use, as applicable, of any such third party.

Except when expressly stated in writing by us, this Agreement, in addition to any other specific agreement between you and us, supersedes any other written (including, without limitation, digitized/computerized) agreement, oral agreement, or agreement by conduct.

Wherever in this Agreement the masculine, feminine, or neuter gender is used, it will be construed as including all genders. Wherever the singular is used, it will be deemed to include the plural and vice versa where the context so requires.

This Agreement will become effective upon the date of your electronic acceptance. We, at our own sole discretion, may accept or reject your Registration application (the "Application"). Rejection may include, without limitation, rejection due to a request for Registration of a prohibited Domain.

1. COMPANY ABSTRACT, REGISTRATION, AND DISPUTE

a. Time Registration Effective. All Registrations that we register for the applicable TLDs are not effective until we have delivered (when applicable) the required Registration information that you provide us to the registry administrator (the "Registry") for the applicable TLDs and such Registry puts your Registration into effect.

b. No Responsibility for Registry's Actions. While we always take extreme care in processing your orders, you agree that we are not liable or responsible in any way for any errors, omissions, or any actions by the Registry arising out of or related to your Application and receipt of, or failure to receive, a Registration.

c. Domain Disputes. You agree that, if your use of our Services is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy. Please note that a challenge under the Dispute Policy is separate and apart from a third party complaint and investigation made through our Online Pharmacy Abuse Email Address, as part of our Online Pharmacy Policy (as discussed below under section 6).

d. Judicial and Administration Proceedings. If we are notified that a proceeding has been commenced with a judicial or administrative body regarding your domain and/or your use of our Services, you agree not to make any changes to your domain record without our prior written approval. We may, at our sole discretion, not allow you to make changes to such domain 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 domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your Registration and use of our Services, we may deposit control of your domain record into the registry of the judicial body by supplying a party with a registrar certificate from us.

e. Indemnification. You agree to indemnify, defend, and hold harmless our company, the Registry, their respective parent companies and subsidiaries, and all of their respective executives, directors, officers, attorneys, managers, employees, consultants, contractors, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including, without limitation, legal costs) arising out of or related to your Registration. This indemnification obligation will survive the termination or expiration of this Agreement for whatever reason.

f. Lawsuit. If we are sued or threatened with lawsuit in connection with Services provided to you, you agree to indemnify us and to hold us harmless from all claims and expenses (including attorney's fees and court costs) pertaining to such lawsuit. Under such circumstances, you agree that you will, upon demand, obtain a performance bond with a reputable bonding company or, if you are unable to obtain a performance bond, that you will deposit money with us to pay for our reasonably anticipated expenses in relation to the matter. Such deposit will be drawn down as expenses are incurred. We shall not be obliged to extend you any credit in relation to such expenses and we may terminate your Services for a failure to make or renew such a deposit. We will return any unused deposit upon the conclusion of the matter.

2. FEES

a. Your Obligation. You, or the reseller ("Reseller") on your behalf, will be responsible for paying all fees associated with the Services provided by us. When renewal fees are due, it will be your sole responsibility to ensure that such fees are paid to us on time.

b. Payment & Deadline. You must make payments by credit card or such other method as we may authorize or indicate in the Registration renewal form ("Renewal Form"). Should you fail to pay the fees by the due date specified, we have the right to terminate your Registration at our sole discretion. You agree that we will have no liability whatsoever with respect to any such termination.

c. Fees Non-Refundable. All fees, including, without limitation, Pre-Registration fees, are non-refundable, in whole or in part, even if your Registration is suspended, terminated, or transferred prior to the end of your then current Registration term. All Pre-Registration fees are non-refundable.

d. Fee Changes. We reserve the right to change fees, surcharges, and renewal fees, and to institute new fees at any time, for any reason, at our sole discretion.

e. Actual Payment Required. Your requested domain will not be registered, or pre-registered, unless we receive actual payment for the Registration or Pre-Registration fee, or at least reasonable assurance of payment of the Registration or Pre-Registration fee from some other entity (such reasonable assurance will be determined at our sole discretion). For Pre-Registration Services, Registration will not be granted to you if payment is not received by us.

f. Credit Card Charge Back. In the event of a charge back by a credit card company (or similar action by another payment provider approved by us), in connection with the payment of your Registration fee, you agree that the Registration will be transferred to us as the paying entity for that Registration to the Registry. You also agree that we reserve all rights regarding such Domains including, without limitation, the right to make the Domains available to other parties for purchase. We may reinstate your Registration at our sole discretion and, subject to receipt of the initial Registration or renewal fee and then current reinstatement fee.

g. Outstanding Fees/Charges. You are responsible for the full and prompt payment of any outstanding fees and/or charges, notwithstanding the termination or expiry of this Agreement for any reason.

3. DOMAIN OWNERSHIP

Ownership of Domain. You understand and acknowledge that the Registrant also referred as Registered Name Holder, whose name is on record, will have sole legal ownership of the Domain. It is your sole responsibility and not that of Register Matrix in any way, to ensure that the proper Registrant name is recorded.

4. CHANGES TO THE AGREEMENT

You agree that we may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with requirements established by the Internet Corporation for Assigned Names & Numbers (www.icann.org), such as the Registrar Accreditation Agreement, consensus policies (

policies-2012-02-25-en), Registries or any other entity or individual, as well as to adjust to changing circumstances. Your continued use of the domain registered to you will constitute your acceptance of this Agreement with any new change. If you do not agree to any such change, you may request that your Registration be cancelled or transferred to a different domain 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.

5. REGISTRATION INFORMATION, USE & LIMITATIONS

a. Required Information. As part of the Registration process, you must provide certain information and promptly update the information to keep it true, correct, accurate, current, and complete. You must provide the following information when registering your Domain:

(i) The full legal name and postal address, email address, voice telephone number and fax number if available of the Registrant (the domain owner/holder), even if you use Private Whois (Domain Privacy) service; name of authorized person for contact purposes in the case of a Registered Name Holder that is an organization, association, or corporation;

(ii) The domain being registered;

(iii) The full legal name, postal address, email address, voice telephone number, and, when available, fax number of the administrative contact for the Domain;

(iv) The full legal name, postal address, email address, voice telephone number, and, when available, fax number of the technical contact for the Domain;

(v) The full legal name, postal address, email address, voice telephone number, and, when available, fax number of the billing contact for the Domain;

(vi) The IP addresses of the primary nameserver and any secondary nameserver for the Domain, if required;

(vii) The corresponding names of those nameservers, if required;

(viii) Any remarks concerning the domain that should appear in the Whois directory;

(ix) Any other data that any Registry may require to be submitted to it, including, specific information regarding the primary purpose for which a domain is registered.

(x) Please note that we will verify the email address of the Registered Name Holder (and the account holder, if different) at the point that a domain name is created updated or moved into our management. This will be done within fifteen (15) days of your request. If verification fails, the domain name is suspended (for Registered Name Holder), or the account is suspended or removed from the existing DNS (for account holder). In case we already have verified this data previously it is in our sole discretion to re-verify the email address.

b. Information About Third Parties. If you provide information about a third party, you hereby represent that you will have: (i) provided prior written notice to the third party of the

disclosure and use of that party's information; and (ii) obtained the third party's express prior written consent to the disclosure and use of that party's information.

c. Failure to Provide Proper Information. You acknowledge that if you provide any inaccurate information, or fail to update information promptly at least within seven (7) days of any change, you will be in material breach of this Agreement, which will be sufficient cause for termination of your Registration. You further agree that your failure to respond within at least fifteen (15) days to inquiries made by us to the email address of your administrative, billing, or technical contact then appearing in the Whois directory concerning the accuracy of any information related to your Registration will constitute a material breach of this Agreement, which will be sufficient cause for immediate suspension or termination of your Registration.

d. Enforcement of Accurate Whois Data. We reserve the right to accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants and follow any other procedures set forth in any agreement we have with a particular Registry.

e. Disclosure & Use of Registration Information. You agree that we will make your Registration information available to ICANN, Registry and the Registrar and their respective designees and agents and to any other third party as ICANN and applicable laws may require or permit. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some or all of your Registration information for the purposes of inspection (such as through our WHOIS Service) or for other purposes as required or permitted by ICANN and applicable laws.

f. Government Use of Information. You understand and agree that the Government of the Republic of Panama shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit others to do so, all Data provided by you/Registrant. "Data" means any recorded information, and includes, without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

g. ICANN Guidelines & Requirements. You agree that ICANN may establish guidelines, limits, and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. You also agree and consent to any and all such disclosures, uses, guidelines, limits, and restrictions related to your Registration information (including, without limitation, any and all updates to such information), whether during or after the term of your Registration. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your Registration information by us.

h. Access to your Registration Information. You may access your Registration information, which is in our possession to review, modify, or update such information. You can access your Registration information by accessing our Account Management On-Line Forms, or similar Service, made available at our website.

i. We will complete any update request received from you/Registered Name Holder to the data elements listed in Subsections 5a (vi), 5a (vii) and 5a (ix) within 7 days. The updated data elements shall be submitted to the Registry Database operated by the relevant Registry operator.

j. In case of a technical failure or a change in the designated Registry Operator, which require the reconstitution of the Registry Database, the Registrar shall submit an electronic database containing the data elements listed in Subsections 5a (i) through 5a (vii) for all active records in the registry within ten days of any such request by ICANN.

6. ONLINE PHARMACY POLICY

a. Definitions.

An "Online Pharmacy" means a website that sells or facilitates the sale of drugs (e.g., prescription medicines).

"Applicable Laws" means the laws and regulations of a) the jurisdiction where the online pharmacy dispenses drugs from and b) the jurisdiction where the online pharmacy offers to dispense or ship drugs to.

b. Abuse policy.

Domain names registered with Register Matrix may not be used to facilitate the sale of drugs in violation of Applicable Laws. This expressly includes, but is not limited to, the sale of prescription drugs without a prescription based on a prior in-person examination, except where such is expressly permitted by Applicable Laws, or selling unapproved drugs (e.g., falsified medicines, counterfeit drugs, or drugs unapproved for sale).

These Terms and Conditions notify you that Register Matrix acts on notices from LegitScript about domain names that violate this section of our policy. If you have any questions about the basis for your website's LegitScript classification, please contact LegitScript at legitscript.com.

c. Sole Responsibility.

It is your sole responsibility to be familiar with, and ensure that your website complies with, Applicable Laws. You agree that marketing prescription drugs to a jurisdiction despite not being appropriately licensed to dispense prescription drugs there, or selling drugs online in a way that does not comply with Applicable Laws, constitutes fraud and is a violation of this agreement.

d. Domain name suspension.

Starting from the 26th of August 2012, we may suspend and PERMANENTLY lock online pharmacy domains that reasonably appear in breach of our ONLINE PHARMACY POLICY without prior notice to you. Suspended online pharmacy domain names will remain locked and CANNOT be transferred away to another Registrar until and unless LegitScript notifies us that the domain name is no longer classified as operating in violation of this section.

e. Indemnification.

You hereby agree to indemnify and hold us harmless from any and all loss occasioned by you as a result of us suspending your domain name. You also agree to indemnify and hold us harmless from any complaints made against you by third parties and any loss that occurs due

to any third party complaints. Further, you hereby agree to indemnify and hold us harmless if LegitScript designates a domain name you have registered as operating in violation of this section.

7. DOMAIN REGISTRAR TRANSFERS

a. Fees. Before any registrar transfer service (incoming transfer) provided to you by us becomes effective, you or the reseller on your behalf, must pay us the then current registrar transfer fee for the registrar transfer service for your Domain.

b. Request to Transfer Registration. Only the Registrant of the Registration and Domain, may initiate a request to transfer the Registration from a particular registrar to us (incoming transfer) or from us to another registrar (outgoing transfer). Therefore, you hereby represent that you have the full and complete authority as the holder of the Registration and domain to initiate any transfer, or as a contact listed on the current Registration, that you have been given full and complete authority by the Registrant to initiate the transfer. We at our sole discretion may require you to provide documentation that proves that you are the valid Registrant and you have the authority to issue the transfer request.

c. Right to Refuse Transfer. We reserve the right to deny any request to transfer a Registration during the first sixty (60) days after the initial Registration with the original registrar if: (i) denial is in accordance with the circumstances described in this Agreement under the Uniform Dispute Resolution Policy; (ii) there is evidence of fraud; (iii) there is a reasonable dispute over the identity of the Registrant or administrative contact; (iv) no payment for previous registration period was made (including credit card charge-backs) if the domain name is past its expiration date or for previous or current registration periods if the domain name has not yet expired. In all such cases, however, the domain name must be put into "Registrar Hold" status by the Registrar of Record prior to the denial of transfer; (v) express objection to the transfer by the authorized Transfer Contact. Objection could take the form of specific request (either by paper or electronic means) by the authorized Transfer Contact to deny a particular transfer request, or a general objection to all transfer requests received by the Registrar, either temporarily or indefinitely; [In all cases, the objection must be provided with the express and informed consent of the authorized Transfer Contact on an opt-in basis and upon request by the authorized Transfer Contact, the Registrar must remove the lock or provide a reasonably accessible method for the authorized Transfer Contact to remove the lock within five (5) calendar days] (vi) The transfer was requested within sixty (60) days of the creation date as shown in the registry Whois record for the domain name, or; (vii) a domain name is within sixty (60) days (or a lesser period to be determined) after being transferred (apart from being transferred back to the original Registrar in cases where both Registrars so agree and/or where a decision in the dispute resolution process so directs). "Transferred" shall only mean that an inter-registrar transfer has occurred in accordance with the procedures of this policy. It is the sole responsibility of the Registrant to ensure that the request to transfer will not be denied for any of the above reasons prior to initiating and paying for the registrar transfer services. Fees are not refundable, however after a failed transfer funds will be made immediately available to your pre-paid account and they can be applied to subsequent transfer requests.

d. Successful Completion of Registrar Transfer Request. Upon successful completion of a registrar transfer request, we will immediately become the registrar of record. As such, you will be bound by this Agreement.

e. You acknowledge that we will, as a default action, place a Transfer lock on all domains registered or transferred to us until such time as you unlock the domain from within your account, or request us to unlock the domain.

8. OWNERSHIP OF DATA

In addition to the Registration information you are required to provide under sections 5(a) above, we maintain records related to your Registration and will provide these records and data to the Registrar. You agree and acknowledge that we own all databases, compilations, collective and similar rights, titles, and interests worldwide in our domain database (the "Domain Database"), and all information and derivative works generated from the Domain Database.

You further agree and acknowledge that we collect and own the following information for those Registrations:

- (i) the original creation date of the Registration;
- (ii) the submission date and time of the Application (to us and by us to the proper Registry);
- (iii) communications (electronic or paper form) constituting Registration orders, modifications, or terminations, and related correspondence between you and us;
- (iv) records of account for your Registration, including, without limitation, dates and amounts of all payments and refunds;
- (v) the expiration date of your Registration;
- (vi) the name, postal address, email address, voice telephone number, and, when available, fax number of the administrative contact, technical contact, and billing contact, and the name holder, for the Registration;
- (vii) information we obtain in regards to your Registration as an Acceptable Online Pharmacy, if applicable, including your LegitScript Classification;
- (viii) any remark concerning the registered domain that appears or should appear in the WHOIS or similar database; and
- (ix) any other information or data that we generate or obtains in connection with the provision of the Services.

You acknowledge and agree that during the Term of this Agreement and for two years thereafter we will maintain the following records relating to our dealings with You:

- (i) In electronic form, the submission date and time, and the content of all registrations data (including updates) submitted in electronic form submitted to the Registry;

(ii) In electronic, paper or microfilm form, all written communications constituting registration applications, confirmations, modifications or terminations and related correspondence with You, including registration contracts; and

(iii) In electronic form, record of the accounts of all Registrants with Registrar.

We will not process the Personal Data collected from you in a way incompatible with the purposes and other limitations as provided in this document.

9. AGENTS AND LICENSES

a. Warranty of Authority. If you are registering a domain for someone else, you warrant and agree that you have the authority to bind that person as a principal to all the terms and conditions provided herein.

b. License to Third Party. If you license the use of the domain registered to you to a third party, you warrant and agree that you nonetheless remain the Registrant (the domain holder of record), and remain responsible for any and all obligations under this Agreement, including, without limitation, payment and providing (and updating, as necessary) your full, current, accurate, and complete contact information and administrative, technical, and billing contact information, adequate to facilitate timely resolution of any problem that may arise in connection with the domain and Registration.

A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

You further warrant and agree that if you license the use of your domain to any third party who maintains an Online Pharmacy, you nonetheless remain the Registrant (the domain holder of record) and you are responsible that that your domain is in full compliance with our Online Pharmacy Policy (section 6).

10. REFUND POLICY

All sales, with the exception of the below circumstances, are final and non-refundable.

- If for any reason, within a period of 24 hours from the time your order was placed, we are unable to provision the product or service requested.
- If a refund request is submitted within 4 days of the date of purchase, we may choose to evaluate special requests on a case per case basis.

Fees will not be refunded if we choose to cancel, terminate or suspend your registration for any reason.

11. EXPIRATION AND RENEWAL OF DOMAIN NAME REGISTRATION

After expiration of the term of domain name registration Services, you acknowledge that certain registry administrators may provide procedures or grace periods during which expired domain name registrations may be renewed. You acknowledge that you assume all risks and all consequences if you wait until close or after the end of a domain name registration term to attempt to renew the registration. You acknowledge that post-expiration renewal or redemption processes, if any, involve additional fees (e.g. Restore fees) which may be payable.

With respect to domain name registration services, we will email a renewal notification approximately one (1) month and approximately one (1) week prior to each such domain name's expiration. In addition, if a domain name is not renewed and the corresponding registry allows a grace period, we will email an additional renewal notification within five (5) days after the expiration of such domain name's registration. All these renewal reminders will be sent to the Registrant contact email address. Additionally, we will be sending renewal reminders to the account email address as defined by you once per week starting approximately 45 days before expiration and once per day during the last 7 days, unless you disabled renewal reminders from our Control Panel. It is your sole responsibility to keep the email address accurate and check it regularly.

You agree that after expiration of the term of a domain name registration we may, for a period of forty-five (45) days (the "Expiry Period"), either: i) remove the domain name from the zone of the top-level-domain; or ii) direct the domain to name-servers and IP address(es) of website(s) designated by us, including, without limitation, to IP address(es) which host a parking page or a commercial search engine that may display advertisements. Any revenue generated through the IP address during this period will be payable only to us. You will have no claim over any earnings from this nor are you entitled to any compensation in exchange therefore over this period. If we exercise our rights under this provision, and if you do not contact us to pay for and renew the domain prior to the end of the Expiry Period, you agree that you have abandoned the domain and you relinquish any and all rights that you may have had to the domain to us other than the rights that we provide to you in this Agreement.

We reserve the right to renew the registration on your behalf at our sole discretion and without further notice. In such case, you are entitled to renew or restore the registration according to the provisions below or applicable registry policies as if the registration had not been renewed, i.e. at least for the duration of a redemption grace period. If you fail to exercise this right, you herewith authorize us to transfer or delete the registration at our own discretion and you agree that you have abandoned the domain and you relinquish any and all rights that you may have had to the domain.

The failure by or on behalf of you/the Registered Name Holder to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period, (although we reserve the right to cancel the name earlier).

Extenuating circumstances are defined as: UDRP action, valid court order, failure of a Registrar's renewal process (which does not include failure of a Registrant to respond), the domain name is used by a nameserver that provides DNS service to third-parties (additional time may be required to migrate the records managed by the nameserver), the Registrant is subject to bankruptcy proceedings, payment dispute (where a Registrant claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a Registrant

disputes the amount on a bill), domain name subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by ICANN.

Where we choose, under extenuating circumstances (as defined above), to renew a domain name without the explicit consent of the Registrant, we will maintain a record of the extenuating circumstances associated with renewing that specific domain name.

In the absence of extenuating circumstances (as defined above), a domain name must be deleted within 45 days of either the registrar or the Registrant terminating this registration agreement.

We will provide notice to each new Registrant describing the details of their deletion and auto-renewal policy including the expected time at which a non-renewed domain name would be deleted relative to the domain's expiration date, or a date range not to exceed ten (10) days in length. If we make any material changes to our deletion policy during the period of the registration agreement, we must make at least the same effort to inform you of the changes as we would to inform you of other material changes to the registration agreement.

In the event that a domain which is the subject of a UDRP dispute is deleted or expires during the course of the dispute, the complainant in the UDRP dispute will have the option to renew or restore the name under the same commercial terms as the Registrant. If the complainant renews or restores the name, the name will be placed in Registrar HOLD and Registrar LOCK status, the WHOIS contact information for the Registrant will be removed, and the WHOIS entry will indicate that the name is subject to dispute. If the complaint is terminated, or the UDRP dispute finds against the complainant, the name will be deleted within 45 days. The Registrant retains the right under the existing redemption grace period provisions to recover the name at any time during the Redemption Grace Period, and retains the right to renew the name before it is deleted.

Before and during the Expiry Period you may renew the domain by paying the regular renewal fees. After the domain is deleted and for a period of approximately thirty (30) days you may redeem the domain by paying the Restore fee. All fees are shown in our pricing page <http://registermatrix.com/domainchecker.php>.

The above strictly applies to gTLDs (generic Top Level Domain) subject to ICANN policies. For ccTLD (country code Top Level Domain) policies might be different.

12. LIMITATION OF LIABILITY

YOU AGREE THAT WE (FOR THE PURPOSES OF THIS SECTION, "WE" INCLUDES, WITHOUT LIMITATION, OUR COMPANY'S EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, REGISTRIES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING OUR SERVICES) WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS THAT MAY OCCUR DUE TO ANY: (A) LOSS OF REGISTRATION OF A DOMAIN; (B) USE OF YOUR DOMAIN; (C) ACCESS DELAY OR ACCESS INTERRUPTION TO OUR REGISTRATION SYSTEM; (D) NON-DELIVERY OR MIS-DELIVERY OF DATA BETWEEN YOU AND US AND/OR BETWEEN THE REGISTRY AND US; (E) AN

EVENT BEYOND OUR REASONABLE CONTROL; (F) PROCESSING OF THE APPLICATION; (G) PROCESSING OF ANY MODIFICATION TO THE RECORD ASSOCIATED WITH YOUR DOMAIN; (H) FAILURE OF YOU OR YOUR AGENT TO PAY ANY FEE HEREUNDER; (I) PLACEMENT OF YOUR ONLINE PHARMACY ON THE NABP'S LIST OF NOT RECOMMENDED SITES BY THE NABP; (J) TERMINATION, REJECTION OR NON-APPROVAL OF YOUR ONLINE PHARMACY DUE TO NON COMPLIANCE WITH SECTION 6 OF THIS AGREEMENT; (K) SUSPENSION, CANCELLATION OR TERMINATION OF YOUR REGISTRATION BY US; OR (L) APPLICATION OF ANY DISPUTE RESOLUTION PROVISION HEREIN. FURTHERMORE, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL OUR MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU OR YOUR AGENT TO US FOR THE INITIAL REGISTRATION OF YOUR DOMAIN.

13. DISCLAIMER

ALL THE SERVICES ARE PROVIDED TO YOU "AS IS," AND WE WILL HAVE NO LIABILITY FOR FAILURE OF ANY OF THE SERVICES WE PROVIDE, WHETHER UNDER THE LAW OF STRICT LIABILITY, PRODUCTS LIABILITY, NEGLIGENCE, OR OTHERWISE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR OUR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT THE REGISTRATION OR USE OF A DOMAIN UNDER THIS AGREEMENT WILL IMMUNIZE YOU FROM CHALLENGES TO YOUR REGISTRATION OR FROM SUSPENSION, CANCELLATION, TERMINATION, TRANSFER, OR ANY OTHER LOSS OF THE DOMAIN REGISTERED TO YOU. FOR THE PURPOSES OF THIS SECTION, "WE" INCLUDES, WITHOUT LIMITATION, OUR EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, REGISTRIES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE, OR ANYONE ELSE INVOLVED IN CREATING, REGULATING, PRODUCING, OR DISTRIBUTING OUR SERVICES.

14. REPRESENTATIONS & WARRANTIES

a. Against Infringement. You represent and warrant to us that you hold the necessary rights to use, or permit to use, any item used through our Services, and that such use will not in any way:

(i) violate or potentially violate any right of any third party, including, without limitation, infringement or misappropriation of any copyright, patent, trademark, trade secret, or other proprietary right;

(ii) constitute or potentially constitute violations, such as, without limitation, false advertisement, unfair competition, defamation, invasion of privacy, invasion of rights, and discrimination;

(iii) cause or potentially cause a business dispute, personal dispute, or any other dispute;

(iv) be or potentially be unlawful, harmful, fraudulent, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or otherwise offensive;

(v) be or potentially be racially, ethnically, disputatiously, argumentatively, or ethically objectionable; or

(vi) encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, including, without limitation, local, provincial, state, national, international, or other laws.

b. **Registration Information.** You represent and warrant that all information provided by you in connection with your Registration, including information related to Online Pharmacy Certification, is, and will be, true, current, accurate, and complete at all times. Breach of this section will constitute material breach of this Agreement and cause for immediate cancellation of your Registration, domain and our Services.

c. **Infancy:** You attest that you are of legal age to enter into this Agreement.

d. **Registry supplemental policies and rules:** You agree to be bound by the rules, policies, and agreements of each Registry from which you purchase directly or indirectly a domain registration using our Services. Refer to the incorporated ADDITIONAL REGISTRY REQUIREMENTS section for specific details for each registry if any.

Breach of any of these sections will constitute a material breach of this Agreement and cause for immediate termination of our Service(s), your Registration(s) and your domain(s). You further agree to protect, defend, hold harmless, and indemnify our company, any third party entity related to us (including, without limitation, any Registry), and our executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, and subsidiaries from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses arising out of or resulting from the Registration, use of the domain, or from any breach of this Agreement. This indemnification is in addition to any indemnification required under the Dispute Policy. This indemnification obligation will survive the termination or expiration of this Agreement for whatever reason.

15. BREACH & REVOCATION

a. **Revocation by us.** We reserve the right to immediately suspend, cancel, terminate, transfer or modify your Registration for any reason, including, without limitation, if: (i) your material breach of this Agreement; (ii) your use of any Services, including, without limitation, the domain registered to you, that is in contradiction of applicable laws or customarily acceptable usage policies of the Internet, including, without limitation, sending unsolicited commercial advertisements (including, without limitation, spamming) or sending threats, harassments, and obscenities; (iii) your use of your domain in connection with unlawful or unethical

activity; (iv) your Online Pharmacy is blacklisted by LegitScript and therefore do not comply with the Online Pharmacy Policy referred to in section 6 of this Agreement; (v) our receipt of an order from a court of competent jurisdiction or an arbitration award; (vi) to correct mistakes by us or the Registry Operator in registering the name; (vii) for the resolution of disputes concerning the Registered Name; (viii) or any other grounds for suspension, cancellation, termination, transfer or modification that is determined by our sole discretion. In any of the above mentioned cases we are entitled to suspend, cancel, terminate, transfer or modify all of your registered domain names in case you have registered more than one domain name, even if the above mentioned criteria only apply to one of your registered domain names. You understand and agree that you will not receive any refund whatsoever for any such suspension, cancellation, termination, transfer or modification of your Registration for any reason.

b. Revocation by ICANN, Registry, or Registrar. You further acknowledge and agree that your Registration is subject to suspension, cancellation, termination, transfer, or modification by any ICANN procedure, any Registry procedure approved by an ICANN-adopted policy, or our company.

c. Civil/Legal Liability for Breach. ANY BREACH OF THIS AGREEMENT MAY RESULT IN CIVIL ACTION, LEGAL ACTION, AND/OR CRIMINAL PROSECUTION AGAINST YOU.

16. GOVERNING LAW & SEVERABILITY

a. Governing law. Except as otherwise set forth in the UDRP, any gTLD Registry dispute resolution policy, .eu Dispute Resolution Rules or any similar ccTLD policy with respect to any dispute over your domain name registration, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of The Republic of Panama, as if the Agreement was a contract wholly entered into and wholly performed within Panama.

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF PANAMA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN NASSAU AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

b. Severability & Amendment. If any provision or portion of any agreement (including, without limitation, this Agreement) between you and our company is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of that agreement will continue in full force and effect. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent as reflected in the original provision. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of our company. It is your sole responsibility to ensure that the representative subscribing such document is actually authorized to do so.

17. NOTICES

You agree that any notice required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

18. GENERAL

a. Entire Agreement. This Agreement, in addition to any other specific agreement between you and us, constitutes the full and complete understanding and agreement between you and us relating to the subject matter hereof. Except when expressly agreed to the contrary in writing by us, this Agreement supersedes any other written (including, without limitation, digitized/computerized) agreement, any oral agreement, or any actual or alleged agreement by conduct.

b. Independent Contractor Relationship. Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between you and us. You and our company will each be deemed an independent contractor at all times and will have no right or authority to assume, create, or incur any obligation on behalf of the other, except as may be expressly provided herein. You must not, in any way, misrepresent your relationship with us, attempt to pass yourself off as us, or claim that you are us.

c. No Waiver. The failure of our company to require your performance for any provision of this Agreement will not affect our full right to require such performance at any time thereafter; nor will the waiver by us of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

d. Survival of Termination. Sections 2, 3, 5, 9, 11, 13, 14, 15, 16, and 17, 18 and the Dispute Policy, will survive the expiry or termination of this Agreement for any reason.

19. PRIVACY

Information collected about you is subject to the terms of RegisterMatrix privacy policy, the terms of which are hereby incorporated by reference. RegisterMatrix privacy policy can be found at: <http://www.registermatrix.com/privacy-policy.pdf>

DISPUTE POLICY

Uniform Domain Name Dispute Resolution Policy

(As approved by the ICANN Board of Directors on 30 October 2009.)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you.

Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/en/help/dndr/udrp/rules>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8 , our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at <http://www.icann.org/udrp/approved-providers.htm> (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the domain name; and
- (iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii) :

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f) .

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy here at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration

Uniform Rapid Suspension

Effective 28 June 2013

These Rules are in effect for all URS proceedings.

URS proceedings shall be governed by these Rules and the Supplemental Rules of the Provider administering the proceedings, as posted on its web site. To the extent that the Supplemental Rules of any Provider conflict with these Rules, these Rules supersede.

(1) Definitions

In these Rules:

- **Business Day:** means a working day as defined by the Provider in its Supplemental Rules.
- **Calendar Day:** means that all days, including weekends and international and national holidays, shall be counted in determining deadlines and due dates. Provider Supplemental Rules may further define this term.
- **Complainant:** means the party initiating a URS complaint concerning a domain name registration.
- **Determination:** means a written outcome of a URS proceeding. Determinations may be made at the point of default, after a response, or after an appeal and may be referred to as Default Determination, Final Determination, or Appeal Determination.
- **Examiner:** means an individual appointed by a Provider to make a Determination.
- **ICANN:** refers to the Internet Corporation for Assigned Names and Numbers.
- **Mutual Jurisdiction:** means a court jurisdiction at the location of either (a) the principal office of the Registrar or (b) the domain-name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time the complaint is submitted to the Provider.
- **New gTLD:** generic top-level domains introduced in the root after 1 January 2013
- **Provider:** means a dispute resolution service provider approved by ICANN for handling URS cases. A list of such Providers appears at <http://newgtlds.icann.org/en/applicants/urs>.
- **Registry Operator:** means the entity responsible for operating the top level domain in which a disputed domain name is registered.

- Registrar: means the entity with which the Respondent has registered a domain name that is the subject of a URS complaint.
- Registrant: means the holder of a domain name.
- Respondent: means the holder of a domain name registration against which a URS complaint is initiated.
- Supplemental Rules means the rules adopted by the Provider administering a URS proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the URS text or these Rules and shall cover such topics as fees, word and page limits and guidelines, file size and format modalities, the means for communicating with the Provider and the Examiner, and the form of cover sheets.
- URS Procedure refers to the Uniform Rapid Suspension System Procedure (currently found at <hyperlink>), which these Rules and the Provider's Supplemental Rules enhance and explain.

(2) Communications

- (a) When forwarding a Complaint, including any annexes, electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:
- i. sending the Notice of Complaint to all email, postalmail and facsimile addresses shown in the domain name's registration data in the Whois database for the registered domain-name holder, the technical contact, and the administrative contact, as well as to any email addresses for the Respondent provided by the Complainant; and
 - j. providing the Complaint, including any annexes, in electronic form, either via email to the email addresses mentioned in (i) above, or via an email link to an online platform requiring users to create an account.
- (b) Except as provided in Rule 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available).
- (c) Any communication to the Provider or the Examiner shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.
- (d) Communications shall be made in the language prescribed in Rule 9.
- (e) Either Party may update its contact details by notifying the Provider, the Registry Operator, and the Registrar.

(f) Except as otherwise provided in these Rules, or decided by an Examiner, all communications provided for under these Rules shall be deemed to have been made:

i. if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or, where applicable

ii. if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or:

iii. if by postal or courier service, on the date marked on the receipt.

(g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Rule 2(f).

(h) Any communication subsequent to the Notice of Complaint as defined in Rule 2(a) by

i. an Examiner via the Provider to any Party shall be copied by the Provider to the other Party;

ii. the Provider to any Party shall be copied to the other Party; and

iii. a Party shall be copied to the other Party, to the Provider and by the Provider to the Examiner, as the case may be.

(i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Notice of Complaint to the Respondent by post and/or facsimile under Rule 2(a)(i).

(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Provider of the circumstances. Further proceedings concerning the communication and any response shall be as directed by the Provider.

(3) The Complaint

(a) Any person or entity may initiate a URS proceeding by submitting a Complaint in accordance with the URS Procedure, these Rules and the approved Supplemental Rules of the Provider administering the proceeding.

(b) The Complaint, including any annexes, shall be submitted using an electronic form made available by the Provider and shall:

i. Request that the Complaint be submitted for determination in accordance with the URS Procedure, these Rules and the Provider's Supplemental Rules;

ii. Provide the name, contact person, postal and email addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the URS proceeding;

iii. Provide the name of the Respondent and all other relevant contact information from the Whois record as well as all information known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to notify the Respondent of the complaint as described in Rule 2(a);

iv. Specify the domain name(s) that is/are the subject of the Complaint. The Complainant shall include a copy of the currently available Whois information and a copy, if available, of the offending portion of the website content associated with each domain name that is the subject of the complaint;

v. Specify the trademark(s) or service mark(s) on which the complaint is based and the goods or services with which the mark is used including evidence of use - which can be a declaration and a specimen of current use in commerce - submitted directly or by including a relevant SMD (Signed Mark Data) from the Trademark Clearinghouse;

vi. Identify which URS Procedure elements (URS 1.2.6) the Complainant contends are being violated by Respondent's use of the domain name. This will be done by selecting the elements from URS Procedure section 1.2.6 that apply from the list provided on the Provider's Complaint form;

vii. An optional explanatory statement of no more than 500 words in a separate free form text box;

viii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Complaint;

ix. State that Complainant will submit, with respect to any challenges to a determination in the URS proceeding, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

x. Conclude with agreement to the following statement:

xi. "Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the Provider and Examiner, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents.

xii. Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.";

(c) The Complaint may relate to more than one domain name, provided that the domain names are registered by the same domain name holder.

(d) The Complaint shall be accompanied by the filing fee, as set forth in the Provider's Supplemental Rules. If fees are not paid within one (1) Business Day of filing, as determined at the location of the Provider, the Complaint shall be automatically dismissed.

(e) The Complaint will not be accepted if the Provider's check of the Repository (see Rule 17) finds the Complainant has exceeded its quota of Abusive Complaints.

(f) URS Complaints may only be filed against domain names registered in a New gTLD.

(g) A URS Complaint may not be filed against a domain name that is part of an open and active URS or UDRP case.

(h) The Provider's Supplemental Rules will specify how the Respondent shall be identified in cases where the domain name is registered with a privacy/proxy service.

(4) Notice of Complaint and Locking of Domain

(a) The Provider shall include a copy of the Complaint in its notice to the Registry Operator.

(b) The Notice of Complaint to the Respondent shall be transmitted in English and shall be translated by the Provider into the predominant language used in the Registrant's country or territory, as determined by the country(ies) listed in the Whois record when the Complaint is filed.

(c) The electronic copy of the Notice of Complaint may be provided via email or an emailed link to an online platform requiring users to create an account.

(5) The Response

a) The Response shall:

i. Provide the name, postal and email addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the URS proceeding;

ii. Respond specifically to each of the grounds upon which the Complaint is based and include any defense which contradicts the Complainant's claims;

iii. Respondent may request a finding that the Complaint was brought in abuse of the proceedings per URS Procedure Paragraph(s) 11.2 and/or 11.3;

iv. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Complaint;

v. Conclude with the following statement followed by the signature (in any electronic format) of the Respondent or its authorized representative:

vi. "Respondent agrees that its claims and remedies concerning the dispute, or the dispute's resolution, shall be solely against the Complainant and waives all such claims and remedies against (a) the Provider and Examiner, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents.

vii. Respondent certifies that the information contained in this Response is, to the best of Respondent's knowledge, complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

viii. Annex any documentary or other evidence upon which the Respondent relies.

e) At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider. Requests for an extension of time shall comply with the Provider's Supplemental Rules.

f) No affirmative claims for relief by the Respondent will be permitted except for an allegation that the Complainant has filed an abusive Complaint.

g) The Provider's compliance check for a Response shall at least consist of: (1) ascertaining the Response has been filed in a language acceptable under the Rules for that case; and (2) checking for payment of required fees.

h) The Response must be accompanied by payment of the Response fee or Reexamination fee, as appropriate in relevant cases. If a required fee is not paid within one (1) Business Day, the Response will not be considered and the case may proceed as a Default.

i) If the Response is determined to be non-compliant for reasons other than non-payment, the Examiner is permitted to make any reasonable inferences from the inadequacy of the Response.

j) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Complaint shall proceed to a Default Determination.

k) The Provider should normally not accept a late Response submitted after the domain name registration has expired, even if submitted before the closing date of the late Response window. The provider may in its Supplemental Rules define justified exceptions from this rule.

(6) Examiner

(a) Each Provider shall maintain and publish a publicly available list of Examiners and their qualifications.

(b) An Examiner shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Examiner's impartiality or independence. If, at any stage during the URS proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Examiner, the Examiner shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Examiner.

(7) Communication Between Parties and the Examiner

No Party or anyone acting on its behalf may have any unilateral communication with the Examiner. All communications between a Party and the Examiner or the Provider shall be made to the Provider in the manner prescribed in the Provider's Supplemental Rules.

(8) General Powers of the Examiner

(a) The Examiner shall conduct the URS proceeding in a manner it considers appropriate in accordance with the URS Procedure and these Rules.

(b) In all cases, the Examiner shall ensure that the Parties are treated with equality to the extent feasible.

(c) The Examiner shall determine the admissibility, relevance, materiality and weight of the evidence.

(d) If one or more domain names are registered with a privacy or proxy service, or the nominal Registrant changes after the complaint is filed, it shall be the sole discretion of the Examiner to determine if the respondents are sufficiently related and to dismiss the Complaint with respect to any unrelated domain names. The Examiner may rely on information submitted by the Complainant and/or the Respondent(s) in making its finding.

(9) Language of Proceedings

The URS Procedure Paragraph 4.2 specifies the languages in which the Notice of Complaint shall be transmitted.

(a) The Complaint shall be submitted in English.

(b) The Response may be provided in English, or in one of the languages used for the Notice of Complaint.

(c) The Examiner appointed shall be fluent in English and in the language of the Response and will determine in which language to issue its Determination, in its sole discretion.

(d) In the absence of a Response, the language of the Determination shall be English.

(e) The Provider is not responsible for translating any documents other than the Notice of Complaint.

(10) Further Statements

In order to ensure expedience of the proceeding, the Examiner may not request further statements or documents from either of the Parties.

(11) In-Person Hearings

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There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference).

(12) Default

(a) If at the expiration of the 14-day Response period (or extended period if granted), the Respondent does not submit an answer, the Complaint proceeds to Default. In case of Default, the Provider shall appoint an Examiner to review the Complaint for a prima facie case, including complete and appropriate evidence.

(b) When a case enters Default, the Provider shall notify the Registry Operator that the Registrant is prohibited from changing content found on the site and that the Registrant is prohibited from changing the Whois information. See URS Procedure Paragraph 6.2.

(c) The Examiner shall prepare a written Default Determination

(d) If the Examiner finds that the Complainant has made a prima facie case according to the URS Procedure Paragraph 1.2.6 for any of the domain names in the Complaint, the Default Determination shall so state, including any additional written reasoning the Examiner wishes to append. The Examiner shall order suspension of the domain names for which a prima facie case has been established.

(e) If the Examiner finds that the Complainant has not made a prima facie case according to the URS Procedure Paragraph 1.2.6, the Default Determination shall so state including any additional written reasoning the Examiner wishes to append. The Provider shall dismiss the Complaint as to the domain names for which a prima facie case is lacking.

(f) If a Response is filed within six (6) months after a Default Determination (or within any extension period granted under URS Procedure Paragraph 6.4), the Provider shall notify the Registry Operator. The Registry Operator shall modify the nameservers so that the domain name(s) resolve to the relevant IP address(es) for the domain name(s) as soon as practical, but remain locked as if the Response had been filed in a timely manner before Default.

(g) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules, the URS Procedure or the Provider's Supplemental Rules, the Examiner shall draw such inferences therefrom as it considers appropriate.

(13) Examiner Determination

(a) An Examiner shall make a Determination (Default, Final or Appeal) of a Complaint in accordance with the URS Procedure, these Rules and any rules and principles of law that it deems applicable.

(b) The Examiner's Determination shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name of the Examiner.

(c) Examiner Determinations shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. If the Examiner concludes that the dispute is not within the scope of the URS Provider, it shall so state.

(d) If after considering the submissions the Examiner finds that the Complaint was brought in bad faith or was brought primarily to harass the domain name holder, the Examiner shall declare in its Determination that the Complaint was brought in bad faith and constitutes an abuse of the URS proceeding.

(14) Remedies

(a) The sole remedy available to Complainant pursuant to any URS proceeding before an Examiner shall be limited to suspension of the domain name for the balance of the registration period.

(b) If the Complainant wishes to extend the remedy for an additional year per URS Procedure Paragraph 10.3, Complainant shall contact the Registry Operator directly regarding this option.

(15) Determinations and Publication

(a) The Provider shall publish the Determinations and the dates of implementation on a publicly accessible web site, subject to the considerations in Rule 15 (c) and (d) below. See URS Procedure Paragraphs 9.2 and 9.4. The portion of any Determination that a Complaint was brought in bad faith (see Rule 17) shall be published.

(b) Determinations are subject to change only to correct typographical and clerical errors and shall not be subject to substantive change at the request of any party.

(c) A Final Determination that changes a Default Determination outcome for the same case, shall replace the Default Determination on the Provider's website, unless the Examiner determines both shall be made available and so states in its Final Determination.

(d) A Final Determination that upholds a Default Determination outcome for the same case may be published together on the Provider's website, or the Final Determination may replace the Default Determination, at the Examiner's discretion.

(e) The Examiner or Panel has the sole discretion to require the Appeal Determination to be published either instead of, or together with, the Default or Final Determination it has overruled or upheld.

(f) Determinations related to the same domain names and/or parties, but not part of the same case, need not be linked in any way on the Provider's website.

(16) Settlement or Other Grounds for Termination

a) If, before the Examiner's Determination, the Parties agree on a settlement, the Examiner shall terminate the URS proceeding.

b) If, before the Examiner's Determination is made, it becomes unnecessary or impossible to continue the URS proceeding for any reason, the Examiner shall terminate the proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Examiner.

(17) Effect of Court Proceedings

a) In the event of any legal proceedings initiated prior to or during a URS proceeding in respect to the domain-name that is the subject of the Complaint, the Examiner shall have the discretion to decide whether to suspend or terminate the URS proceeding, or to proceed to a Determination.

b) In the event that a Party initiates any legal proceedings during the pendency of a URS proceeding in respect to the domain-name that is the subject of the Complaint, the Party shall promptly notify the Examiner and the Provider. See [Rule 7](#) above.

(18) Abusive Complaints

a) The Examiner may, of its own accord, find that a Complaint is abusive or contains deliberate material falsehoods.

b) A Respondent may, in its Response, allege that a Complaint was brought in an abuse of the URS process or contains deliberate material falsehoods.

c) Any findings by an Examiner as to abusive Complaints or deliberate materials falsehoods shall be so stated in the Determination, along with sufficient rationale to justify the finding to any potential Appeal Panel.

d) Any Provider registering a case of abuse as described in the URS Procedure Paragraph 11 shall, within one (1) Business Day submit information of the abuse case to an abuse case database.

e) The abuse case database shall be electronically accessible to all Providers.

f) Upon receipt of a Complaint, the Provider shall verify the admissibility of the Complaint against the abuse case database in line with applicable URS Procedure provisions and dismiss the Complaint if not admissible.

(19) Appeal

a) The Provider is responsible for providing the entire record in the underlying proceeding to the Appeal Panel.

b) Appellant shall have a limited right to introduce new admissible evidence that is material to the Determination subject to payment of an additional fee, provided the evidence clearly pre-dates the filing of the Complaint.

c) Appellee shall not be charged any additional fee and shall have the right to file a Reply to the Appellant's additional statements within the time period identified in the Provider's Supplemental Rules.

d) If the Respondent prevailed and the domain name is no longer under the Registry Operator's suspension or lock, the Provider shall notify the Registry Operator to re-lock the domain name subject to the outcome of the Appeals process, but the domain name shall continue to resolve per URS Procedure Paragraph 12.3.

e) If any domain name that is the subject of an Appeal is expired at the time of the filing of the Appeal, the Provider shall reject the Appeal for want of a remedy, unless the Appeal is only filed under URS Procedure Paragraph 11.8.

f) The remedies for an Appeal are limited to:

i. Affirmation of the Final Determination and the Remedy ordered.

If the domain name is suspended, it shall remain suspended. If the domain name is with the Registrant, the Registry Operator shall promptly unlock the domain name following receipt of the Appeal Determination.

ii. Overruling of the Final Determination and the Remedy ordered.

If the domain name is suspended, the Registry Operator shall unlock the name and return full control of the domain name registration to the Registrant. If the domain name is with the Registrant, the Registry Operator shall immediately follow the steps in URS Procedure Paragraph 10.2 to suspend the domain name.

iii. Overruling an Examiner's finding that a Complaint was abusive

or contained a deliberate material falsehood. The Appeal Panel may replace the Final Determination with one including changes that the Appeal Panel deems appropriate.

g) The Providers' Supplemental Rules for URS Appeals, other than those stated above, shall apply.

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(20) Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the Provider nor an Examiner shall be liable to a Party for any act or omission in connection with any URS proceeding under these Rules.

(21) Amendments

The version of these Rules in effect at the time of the submission of the Complaint to the Provider shall apply to the URS proceeding commenced thereby. These Rules may not be amended without the express written approval of ICANN.