



Registrant agrees to the terms and conditions of the current Service Agreement.

### SERVICE AGREEMENT

#### Registration Procedure

This Service Agreement ("Agreement") between you and UNIDT sets forth the terms and conditions of your use of the services set forth herein (collectively, the "Services"). You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, as well as any additional rules or policies that are or may be published by UNIDT from time to time.

This Agreement as well as any additional rules and policies, together with all modifications thereto, constitute the complete and exclusive agreement between you and UNIDT concerning your use of the Services, and supersede and govern all prior proposals, agreements, or other communications.

You acknowledge that you have read, understood and agree to be bound by all terms and conditions of UNIDT's Uniform TLD Dispute Resolution Policy, as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference for all TLD's.

#### **SLD Registration, Administration.**

In addition to registering your TLD you may (re-) sell Second Level Domain names (SLD) under your TLD. Doing so you are being referred to as "Registrar". The registry administrator system varies by registrar to registrar. 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 UNIDT to become a UNIDT approved registrar for your respective TLD(s) only.

#### **No Guarantee of Registration or Renewal**

You acknowledge and agree that UNIDT cannot guarantee that you will be able to register a TLD, even if an inquiry indicates that this TLD is available, since UNIDT cannot know with certainty whether or not the TLD

which you are seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the TLD registration or renewal process or related databases, including the various WHOIS databases. You further acknowledge and agree that UNIDT may elect to accept or reject your application for registration for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration or renewal of a prohibited TLD. You also acknowledge and agree that UNIDT is not liable or responsible in any way for any errors, omissions or any other actions by any registry administrator arising out of or related to your application for and registration of, renewal of, or failure to register or renew a particular TLD or SLD. You additionally agree to indemnify, defend and hold harmless the applicable registry administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your application for and registration of, renewal of, or failure to register or renew, a particular TLD or SLD.

#### **TLD Registrant**

UNIDT considers the entity named as the contact for the TLD at the time the "Request for a New TLD" form was submitted by the registrant of the TLD.

The first time you apply to use UNIDT's TLD registration, administration, and renewal services, you will be asked to select a User Name and password. That User name and password are the means through which you access to certain of the Services. Please safeguard the User name and password you select from any unauthorized use. You acknowledge and agree that in no event will UNIDT be liable for the unauthorized use or misuse of your User name or password.

#### **Fees**

As consideration for UNIDT's TLD registration, and administration services, you agree to pay UNIDT, upon submission of your TLD application, or registrar transfer application to UNIDT, the then-current fees set forth in the UNIDT price schedule for such services. ( \$ 1000.- is UNIDT's current price schedule.) All fees are non-refundable, in whole or in part. However in case your TLD registration is suspended, or cancelled or transferred due to a colliding registration of the same TLD within the first week, you will receive a 100% refund. UNIDT reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion.

Your TLD application, renewal application, or registrar transfer request will not be submitted to the applicable registry unless we receive actual payment of the registration, renewal, or transfer fee, or reasonable assurance of payment of the registration, renewal, or transfer fee from some other entity (such reasonable

assurance as determined by UNIDT in its sole discretion).

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) or other non-payment by you in connection with your payment of the registration, renewal, or registrar transfer fee, you acknowledge and agree that the registration shall be transferred to UNIDT as the entity that has paid the registration, renewal, or transfer fee for that registration to the registry, and that UNIDT reserves all rights regarding such TLD including, without limitation, the right to make the TLD available to other parties for purchase. We will reinstate any such registration solely at our discretion, and subject to our receipt of the applicable registration, renewal, or transfer fee and our then-current reinstatement fee, currently set at \$1000. -

#### **DNS Server Services**

The DNS Server Services provides you with the capability to forward visitors to a TLD residing on UNIDT's DNS servers to a Web site designated by you (a "forward to address").

You acknowledge and agree that your use of UNIDT's DNS Server Services subject to the terms of this Agreement. You further acknowledge and agree that you may use UNIDT's DNS Server Services link your SLDs to a forward to address, but you that you may not use UNIDT's DNS Server Services unlawful purposes, or for the forwarding of a TLD not registered in your name, or the forwarding to an invalid forward to address.

You acknowledge and agree that UNIDT cannot guarantee that your TLD will be listed in each of the ISP DNS servers, as UNIDT is not affiliated with, nor does it control those servers. You further acknowledge and agree that UNIDT or search engine or directory sites may elect to accept or reject SLD submission(s) for any reason at their sole discretion, such rejection including, but not limited to, rejection due to a submission concerning a site that engages in or promotes illegal activity. You also acknowledge and agree that UNIDT is not liable or responsible in any way for any errors, omissions, delays, or any other actions by any search engine or directory site to which your submission is forwarded, including, but not limited to any errors arising out of or related to the forwarding of your submission, or the listing of or failure to list your submission. You additionally agree to indemnify, defend and hold harmless all applicable site administrators and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your submission, or the listing or failure to list your submission.

You agree and acknowledge that UNIDT allows many SLDs per TLD, but only one Web Site per SLD. You also agree and acknowledge that your use of UNIDT's service is entirely at your own risk, and that UNIDT makes no implied or express warranties about the reliability of its service or Web sites created by its service. You

further agree and acknowledge that UNIDT is not responsible for any damage caused by loss of access to, or deletion or alteration of User Web Sites.

You agree and acknowledge that you are fully responsible for your actions and User Web Sites, including, but not limited to any opinions and views expressed in those Web sites. You further agree and acknowledge that UNIDT may remove or delete any SLD or any portion thereof that UNIDT deems unacceptable for any reason, and may suspend or cancel without prior notice your access to and use of the TLD service for any violation of the terms and conditions in this Agreement, in UNIDT's sole discretion, and without prior notice to you.

You agree to abide by all applicable local, state, national and international laws and regulations in connection with your use of UNIDT's service.

#### **Prohibited Conduct**

You agree that the following is a non-exclusive list of actions and User Web Sites that are not permitted:

- (i) the uploading, posting or otherwise transmitting of any User Web Sites that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (ii) the impersonation any person or entity, including, but not limited to, a UNIDT official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (iii) the forgery of any headers or other manipulation of identifiers in order to disguise the origin of any User Web Site transmitted through UNIDT's service or the development of restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
- (iv) the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (v) the uploading, posting or other transmittal any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (vi) the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(vii) the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(viii) disrupting the normal flow of dialogue, cause a screen to "scroll" faster than other users of UNIDT's service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

(ix) intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(x) "stalking" or otherwise harassing another;

(xi) promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;

(xii) attempting to access the accounts of others, or attempting to penetrate security measures of UNIDT or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data;

(xii) sending of the same or substantially similar unsolicited electronic mail message, (spam) whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of UNIDT's service, UNIDT's equipment or any UNIDT electronic mail address;

Currently, there is no fee associated with UNIDT's DNS service.

UNIDT will not monitor, edit or disclose the contents of your communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the law or comply with legal process served on UNIDT; (2) protect and defend the rights or property of UNIDT; or (3) act under exigent circumstances to protect the personal safety of our customers or the public.

You acknowledge and agree that UNIDT neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libellous, harassing or

offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby.

You acknowledge and agree that certain technical processing of email messages and their content may be required to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of electronic mail service; or (4) conform to other similar requirements.

You are solely responsible for the content of your transmissions through UNIDT's DNS service. You agree to comply with all applicable local, state, national and international laws and regulations regarding email communications and use.

You further agree not to transmit any material that encourages conduct that could constitute a criminal offence, gives rise to civil liability or otherwise violates any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited.

You agree not to interfere with another customer's use and enjoyment of email service or another entity's use and enjoyment of similar services.

### **DNS Manager**

Certain UNIDT users have access to UNIDT's DNS servers. If you are one of those users, you may use the DNS Server to modify the zone file, DNS, IP, domain alias, MX Records, and contact information for any SLD under your TLD registered through or administered by UNIDT.

Those users with access to the DNS manager may log into the DNS utility using the User name and password established during the DNS application process. If you have more than one UNIDT profile (i.e., you have registered multiple TLD's through UNIDT and have created a different User name and password profile for each TLD), be sure that you use the User name and password for the TLD you intend to manage using Domain Manager. If you have more than one TLD associated with a User name and password, you will be able to login and perform edits on all TLD's associated with that User name and password.

You acknowledge that the functionality of DNS Manager will differ based on the date of registration, as well as whether or not the TLD lists UNIDT's TLD servers as authoritative for the TLD. You further acknowledge that any changes you make through Domain Manager may take as long as 72 hours to become effective.

### **Changes to this Agreement or to Additional Rules or Policies**

You acknowledge that the Internet, Root Server System and the practice of registering and administering TLD's are evolving, and therefore you agree that UNIDT may modify this Agreement, as well as any additional rules or policies that are or may be published by UNIDT, as necessary to comply with UNIDT's Root agreement, or with any other agreements that UNIDT is currently bound by or will be bound by in the future, as well as to adjust to changing business circumstances. Your continued use of any TLD registered through UNIDT shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by UNIDT, each with the new modifications. If you do not agree to any of such changes, you may request that your TLD registration be cancelled or transferred to a different TLD registrar. You acknowledge and agree that such cancellation or request for transfer will be your exclusive remedy and our sole liability if you do not wish to abide by any changes to this Agreement or any additional rules or policies that are or may be published by UNIDT.

### **Information and Its Use**

You hereby acknowledge and agree that, in connection with your use of certain of UNIDT's services, you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate.

Except as set forth below, all other information which we may request from you in connection with TLD registration, administration, and renewal services, the DNS service, and the Registrar service is voluntary; however, not providing this information may prevent you from obtaining Services other than TLD registration, administration, and renewal services, the DNS service, or the Registrar service.

### **TLD Registration, Administration and Renewal Services**

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

### **Disclosure and Use of Information**

You acknowledge and agree that UNIDT may make available information you provide or that we otherwise

maintain to such public or private third parties as applicable laws require or permit. You further acknowledge and agree that UNIDT may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws.

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

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 that we describe in this Agreement.

UNIDT will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. UNIDT will have no liability to you or any third party to the extent such reasonable precautions are taken.

### **Communications**

Communications with UNIDT are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of UNIDT.

### **Ownership of Data**

You acknowledge and agree that UNIDT owns all database, compilation, collective and similar rights, title and interests worldwide in our TLD and other proprietary information databases, and all information and derivative works generated from those databases.

### **Agents and Licenses**

You agree that, if you are using the Services for someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy. You accept liability for harm caused by wrongful use of the Services.

You agree that if you license the use of a SLD/TLD registered in your name to a third party, you nonetheless remain the SLD/TLD holder of record, and remain responsible for all obligations under this Agreement,

including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the SLD/TLD and SLD/TLD registration. As further required, you shall accept liability for harm caused by wrongful use of the TLD, unless you promptly disclose the identity of the licensee to a party providing you with reasonable evidence of actionable harm.

### **System Performance Degradation**

UNIDT depends upon a computer system that is responsive to the demands of the TLD registration process, and that provides timely information to UNIDT's customer service team. Occasionally, UNIDT's computer system is subjected to exceptional volumes of incoming TLD registration requests, electronic mail messages, and/or WHOIS queries that result in significant degradation of UNIDT's system processing and response time.

Regardless of the reason, in those instances when there is system performance degradation as the result of an extremely large volume of incoming electronic messages, UNIDT reserves the right, in its sole discretion, to filter or block electronic messages originating from the identified sources of the high volume traffic. UNIDT will selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the system. UNIDT further reserves the right to permanently filter or block repeated sources of high volumes of electronic traffic.

### **12. Limitation of Liability**

YOU AGREE THAT UNIDT WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) SUSPENSION, LOSS, OR MODIFICATION OF YOUR TLD REGISTRATION, (b) USE OF YOUR TLD REGISTRATION, (c) INTERRUPTION OF BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE (S) ACCESSED BY THE TLD REGISTERED IN YOUR NAME, (e) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (f) EVENTS BEYOND UNIDT'S REASONABLE CONTROL, (g) THE PROCESSING OF YOUR TLD APPLICATION OR OTHER SERVICE APPLICATION, OR (h) APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION ADOPTED POLICIES. UNIDT ALSO WILL NOT BE LIABLE FOR 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 UNIDT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL UNIDT'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE 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 MAXIMUM EXTENT PERMITTED

BY LAW.

### **Indemnification of UNIDT**

You agree to defend, indemnify and hold harmless UNIDT for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand related to (i) your use of the Services, including, but not limited to, your application for registration, registration, or renewal of any TLD registered in your name, and (ii) your use of any TLD registered in your name.

### **Representations and Warranties**

You represent that, to the best of your knowledge and belief, neither the registration of the TLD you have applied for nor the manner in which it is intended to be or is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your use of the Services is accurate and current. THE SERVICES ARE PROVIDED TO YOU "AS IS." Except for our statement regarding our accreditation as an UNIDT-approved TLD registrar in the introductory paragraph of this Agreement, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, UNIDT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A TLD UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR TLD REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE TLD REGISTERED TO YOU.

### **Suspension, Cancellation, Transfer or Modification**

You acknowledge and agree that UNIDT may suspend, cancel, transfer or modify your use of the Services at any time, for any reason, in UNIDT's sole discretion. You also acknowledge and agree that UNIDT may suspend, cancel, transfer or modify your TLD registration if (a) you materially breach this Agreement (including any applicable additional rule or policy) and do not cure such breach within five (5) calendar days of notice by UNIDT, (b) you use the TLD registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or (c) you use your TLD in connection with unlawful activity.

You further acknowledge and agree that your TLD registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any rules or policies applicable to your TLD registration, including, but

not limited to any UNIDT adopted policy.

You also agree that UNIDT shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify your TLD registration at such time as UNIDT receives (x) a properly authenticated notification from a court of competent jurisdiction, or (y) an arbitration award requiring the suspension, cancellation, transfer or modification of your TLD registration.

Finally, you agree that UNIDT shall have the right in its sole discretion to cancel your TLD registration within thirty (30) calendar days of the creation date of that registration.

### **Notices**

You agree that, unless other instructions are posted on the UNIDT's Web Site, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax, or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight delivery service to each of the parties in accordance with the most current contact information you have provided to us, and the contact information for UNIDT posted on the UNIDT Web site. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission.

### **General**

You acknowledge and agree that, to the extent necessary, it is your responsibility to: (1) provide all equipment, including a computer and modem, necessary for you to establish a connection to the Internet; and (2) provide for your own connection to the Internet and pay any telephone service fees associated with such connection.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

The failure of UNIDT to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by UNIDT of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. UNIDT 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 of UNIDT 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 UNIDT.

**Illegal Activities:**

Services offered may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of local regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute.

UNIDT and reserve the right to cooperate with law enforcement and other legal authorities in investigating claims of illegal activity.

UNIDT will not release any information regarding our customers (excepting that which is public knowledge, such as the WHOIS database) to any third party except upon presentation of a valid court order from a government or legal entity with proper jurisdiction. The customer agrees that UNIDT judgement as to the validity of any such order shall be considered proper and final.

**Right to Damages:**

UNIDT consider most instances of unsolicited bulk email (spam) to be a theft of services and reserves the right to prosecute originators of same in a court of law.

UNIDT reserve the right to collect damages (software, hardware, and man hours) if any harm is done to our network or equipment that requires repair or reconfiguration of any kind.

If deemed appropriate by UNIDT, the customer will be billed not less than \$500 per individual complaint received by UNIDT staff.

In addition, UNIDT reserve the right to collect punitive damages in recompense for any perceived loss of brand reputation.

Nothing contained in this document shall be construed to limit action UNIDT may take or remedies available to either of us in any way with respect to any of the described conduct. UNIDT reserve the right to take any additional actions we may consider appropriate with respect to such conduct, including without limitation taking action to recover costs and expenses of identifying offenders and removing them from our network or systems, and levying cancellation charges to cover costs in the event of disconnection for the causes outlined

in this Policy document. In addition, UNIDT reserve at all times all rights and remedies available to us with respect to such conduct at law or in equity.

Non-enforcement of any policy or rule herein does not constitute consent or waiver, and UNIDT reserve the right to enforce such policy or rule at their sole discretion.

**[Close Window](#)**

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