

DOMAIN BACKORDER SERVICE AGREEMENT

Date Last Modified: December 10, 2020

The terms in this Section apply to the Domain Backorder service ("Domain Backorder" and/or the "Service") provided by Network Solutions, LLC ("Network Solutions") or Register.com, Inc. ("Register.com"), as applicable. Network Solutions and Register.com, as applicable, may each be referred to herein as the "Registrar." When you subscribe to and/or are otherwise enrolled in the Domain Backorder Service, you authorize and direct the Registrar to attempt the acquisition of a domain name (designated by you) on your behalf in the event such domain name becomes available for registration. By placing a backorder on a domain name, the Registrar will monitor and attempt to obtain the domain name for you should it become available.

1. The Service fee for **each** domain name includes both a separate set-up fee and a separate annual subscription fee. The Service and related Service fees shall cover only one domain name; however, there is no limit to the number of domain names for which you may subscribe to the Service. For purposes of clarity, each domain name for which you subscribe to the Service will include a separate charge (*i.e.*, set-up fee and annual subscription fee) for the Service. Once you have placed your order for the Service, you will no longer be eligible for any refund. The Registrar reserves the right to waive your set-up fee in its sole discretion.
2. In the event you wish for such Domain Backorder Service to automatically renew on an annual basis, you must use the Registrar's Account Manager to opt- in to such automatic renewal.
3. The Service is limited to the top level domains that are available at the time of subscription through either Network Solutions or Register.com, as applicable.
4. During the onboarding process for the Service you must **specifically identify** the domain name you wish to place on backorder.
5. Billing for the Service shall be by valid credit card or other payment method acceptable to the Registrar. The Registrar, in its sole discretion, shall determine the prices it will charge for the Service and the terms and conditions applicable to the same, and the Registrar may amend such pricing and/or terms and conditions in accordance with this Agreement. If you do not agree with any such change, you may terminate the Service in accordance with this Agreement, otherwise all such changes shall thereafter be effective, and you agree that the Registrar is authorized to charge your credit card or other approved payment method for any new fees.
6. Under the Service provided you agree that when your backordered domain name is acquired, the Registrar will charge you the price of the one-year domain name registration at the then current registration price. Provided you are in good standing with the Registrar, are not in breach of this Agreement, have a valid credit card on file with the Registrar and have not opted-out of such renewal at least thirty (30) days prior to the expiration of the domain name in question, your domain name will automatically renew at the Registrar's then current retail rates. In the event you do not wish for such domain name to automatically renew, you must use the Registrar's Account Manager to opt-out of such automatic renewal.
7. The Service will be terminated and deleted once the domain is acquired and awarded. Multiple orders for the same domain name will be on a first come, first served basis.
8. We do not guarantee the acquisition of any domain name and expressly reserve the right to refuse backorders or cancel existing backorders at any time and for any reason at our sole discretion. Should you successfully backorder any domain name, you will be subject to the terms and conditions of the [Domain Name Registration Agreement](#) and related agreements, which are incorporated herein by reference.

9. You will have the option to turn on or off the Domain Backorder Service. If you elect to turn off the Service, your action does **not** cancel the Service but instead deactivates the monitoring service. By electing to turn off the Service, you acknowledge and agree that the Registrar will cease to monitor for the availability of the domain name from that point on unless and until the Service is reactivated. In addition, by electing to turn off the Service, you acknowledge and agree that the Registrar will not send you any type of notification that the backordered domain name has become available unless and until the Service is reactivated. You are not entitled to the refund of any charges should you elect to turn off the Service.
10. The Service is provided for your own use and you hereby agree not to resell or attempt to resell (or provide in any form whether for consideration or not) the Service (or any part of it) to any third party and shall not allow any third party to use the Service without the prior written consent of the Registrar.
11. You are responsible, at your own expense, for access to the Internet and all other communications networks or third party services (if any) required in order to use the Service and for the provision of all computer and telecommunications equipment and software required to use the Service except where otherwise expressly provided herein.
12. You shall document and immediately report to the Registrar any errors or malfunctions associated with the Service. You shall assist the Registrar in rectifying any errors or malfunctions in Service upon the Registrar' reasonable request.
13. You shall immediately cease using the Service upon receiving notice of termination of this Agreement. the Registrar will not reimburse or refund any unused fees from your subscription plan. Once canceled, your account will not be charged further fees unless outstanding charges exist on your account. Any outstanding charges will remain due and be charged to the provided credit or debit card, automatically by the Registrar.
14. You are responsible for promptly contacting the Registrar via telephone with notice of your decision to cancel the Domain Backorder Service.
15. You acknowledge and agree that the Services may involve access to Third Party Functionality. You expressly agree that this Third Party Functionality shall be used by you in accordance with the terms of any relevant third party licenses. Your failure to abide by any third party license may result in the immediate termination of your services by the Registrar or the third party provider. Furthermore, the Registrar does not control such Third Party Functionality and is therefore not liable for any issues of any kind relating to the Third Party Functionality. The Registrar reserves the right, at its sole discretion, to terminate, suspend, cancel or alter your access to Third Party Functionality at any time.