

## Domain Name Registration Services

For the Web.com Domain Name Registration Services (the "Services"), along with the Master Services Agreement located at <https://legal.newfold.com>, the following additional terms and conditions also apply (collectively, the "Agreement"):

- 1. Services.** Upon Customer's (also referred to as "Registrant" or "Registered Name Holder") request and further subject to this Agreement, Web.com, acting as reseller for the sponsoring registrar identified in the WHOIS record which may be retrieved [here](#), or an affiliated registrar owned and operated by Web.com Group, Inc. (the "Registrar"), will register an Internet domain name or renew a Registrant's existing domain name (the "Domain Name"), on behalf of Registrant, through the Registrar.
- 2. General.** The Services shall begin on the date Registrant acquires the Services and shall run for the term specified in the Order. Registrant acknowledges and agrees that the Services term may be different than the registration term of the Domain Name associated with the Services. If a Domain Name expires and is deleted before the end of the term of the Services, then the Services associated with the Domain Name will terminate when the Domain Name is deleted and that there will be no refund for any resulting unused portion of a Services term. If the Services term ends while the registration term for a Domain Name remains in effect, then the Services will no longer be provided, Registrant's personal information will be listed in the WHOIS database for the Domain Name, and the communications forwarding services outlined herein will no longer be provided. Registration of a Domain Name is subject to availability of such Domain Name for registration, and Web.com will not be responsible if a Domain Name is not available for any reason. Web.com will further not be responsible for any loss, damage, liability or expense arising out of, or relating to, the registration of a Domain Name in any online or offline network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the Services by Web.com. If Registrant registers a Domain Name with Web.com, but hosts their Website with another provider, Registrant agrees not to use Web.com name-servers to point any portion of their Domain Name outside of Web.com IP space and will update Registrant's Domain Name zone files with Registrant's hosting provider nameserver information. Additionally, Web.com will not point domain name zone file records to sub-directories within Registrant's main Domain Name. Without limitation on other remedies which may be available under such circumstances, upon breach of the Agreement, Registrant agrees that Web.com may assume complete ownership of the Domain Name, that the Domain Name may be sold to a third party, or that the Domain Name may be pointed to IP numbers of Web.com's choosing, and that Web.com may immediately cancel Registrant's Account and all Services provided to Registrant hereunder.

3. **Registrant Responsibilities.** The registration or renewal of any Domain Name under this Agreement is subject to (i) Web.com receiving from Registrant all information needed from Registrant in order to complete such registration, (ii) such Domain Name not being in violation of any applicable law, rule or regulation or the policies of the applicable Registrar or registry, (iii) such Domain Name not infringing on the rights of any third party, (iv) ) Registrant will use the Services in good faith and that Registrant has no knowledge or reason to believe that the Domain Name or the content found at any associated IP address infringes upon or conflicts with the legal rights of any third party or any third party's trademark or trade name, (v) neither the Services nor Domain Name(s) will be used in connection with any illegal or morally objectionable activity, or, in connection with the transmission of unsolicited commercial email and (vi) Registrant's compliance with this Agreement.
  
4. **Accurate Contact Information.** Registrant agrees to keep all WHOIS-related contact information accurate and current including but not limited to email addresses. Registrant may modify contact information through secure access to their Registrant portal. If Web.com deems an email address to be invalid, the Registrar will be required to manually validate the email address and perform necessary modification to ensure accuracy of the Registrant's WHOIS record(s). Failure by you, for whatever reason, to provide Web.com with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the Domain Name.

The Registered Name Holder shall provide to Registrar accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and all WHOIS data elements.

A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.

Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for

providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. 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.

5. **ICANN Regulations.** The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any Internet Corporation for Assigned Names and Numbers ("ICANN") specification or policy, or pursuant to Web.com, any applicable law, or registry procedure not inconsistent with any specification or policy, (1) to correct mistakes by Web.com or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name. Registrant's inability to use a Domain Name shall not entitle the Registrant to a refund by Web.com of any fees paid with respect to the registration of such unusable Domain Name. A Registrant's benefits and responsibilities under the ICANN Registrar Accreditation Agreement (the "RAA") are set forth on the ICANN Registrant's Rights and Responsibilities page. In accordance with the RAA, the Registered Name Holder shall indemnify and hold harmless the Registry Operator 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 the Registered Name Holder's domain name registration.
  
6. **Domain Name Renewals.** Provided Registrant is in good standing with Web.com, is not in breach of this Agreement, has a valid credit card on file with Web.com and has not opted out of such renewal at least sixty (60) days prior to the expiration of the Domain Name, Registrant's Domain Name will automatically renew at Web.com's then-current retail rates. In the event Registrant does not wish for such Domain Name to automatically renew, Registrant must use the Web.com DNS Manager to opt-out of such automatic renewal. Registrant may access the DNS Manager via the Web.com support website or by contacting Web.com Registrant service. Registrant waives any requirement to obtain Registrant's ongoing affirmative consent to any such automatic renewal. Registrant will keep Registrant's credit card information current and accurate, including the expiration date. If Registrant is not in good standing or Web.com is unable to collect renewal or other fees, Registrant agrees that Web.com may suspend or terminate the Services and, as a result, such Domain Name registration will not be processed. Web.com is obligated to notify the Registrant regarding renewal communication as required by ICANN's [Expired Registration Recovery Policy](#).

For reference, the current Web.com gTLD domain renewal fee is Thirty-Seven Dollars and Ninety-Nine Cents (\$37.99) for one (1) year, although this amount may be less pursuant to a promotion, bundled service offering or other discount, while the current redemption fee is Three Hundred and Fifty Dollars (\$350.00) plus the related renewal fee. Registrant acknowledges and agrees that the foregoing fees are subject to change at any time at the sole discretion of Web.com. Additional information about domain renewal and expiration are available [here](#).

For Domain Name registrations managed by a registrar other than Web.com, if available and if such option selected by Registrant, Registrant agrees that Web.com shall be authorized to contact Registrant's Domain Name registration service provider on Registrant's behalf (and using the credit card provided by Registrant) to renew the Domain Name registration.

- 7. Domain Expiration.** Registrant agrees that Web.com bears no responsibility or obligation to make sure Registrant renews the domain name registration prior to expiration and that the Registrant is wholly responsible for being aware of and acting upon such deadlines. Although Web.com may accept an Order for a Domain Name renewal within the forty-five (45) day period prior to the impending expiration date, Web.com will have no responsibility for any expiration of a Domain Name that occurs with respect to an Order submitted within such period. Prior to expiration, Web.com will send notifications with instructions for renewal to the Registered Name Holder email address. Registrant agrees that Web.com may, but is not obligated to, allow Registrant to renew Registrant's domain name registration services after the domain name expiration date has passed. If the domain name registration is not renewed prior to expiration a notification will be sent to the Registered Name Holder email address shortly following expiration, providing notice that the domain name has expired and providing instructions for renewal for an additional reinstatement fee of Thirty-Five Dollars and Ninety-Nine cents (\$35.99). Registrant agrees that failure to renew the domain name prior to expiration results in the immediate cancellation of registration and loss of all rights to the domain name. In the event of expiration, Web.com may direct the domain name to an IP address designated by Web.com that states the domain name registration has expired with instructions for renewal and may further direct the domain name to, without limitation, an IP address which hosts a parking, under construction or other temporary page that may include promotions and advertisements for, and links to, (i) Web.com, (ii) Web.com product and service offerings, (iii) third-party Websites, (iv) third-party product and service offerings, (v) and/or Internet search engines, and Registrant agrees that we may place our contact information in the WHOIS output for the expired domain name. Should you choose not to renew your domain name, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf as an Expired Domain Transfer.

8. **Changing Registrars.** Web.com does not generally perform Domain Name services that require the changing of Registrars, however if Web.com, in its sole discretion, accepts an Order from Registrant of Record for Services that require that the Domain Name change Registrars, Registrant acknowledges that Registrant is solely responsible for complying with the acknowledgement policies of the losing Registrar. Such acknowledgement policies may require Registrant to respond to an e-mail sent to the authorized Transfer Contact, as reflected in the WHOIS database of the losing Registrar. Registrant acknowledges and agrees that neither Web.com nor the gaining Registrar will bear any liability or responsibility for any delay, inconvenience or expiration of Domain Name registration that occurs as a consequence of the Registrant's failure to respond timely to any losing Registrar query or request for confirmation.
  
9. **Changing Registrar Resellers.** If Registrant submits an Order to Web.com to renew a Domain Name that was previously registered through a reseller of the Registrar, Registrant acknowledges that it is solely responsible for complying with the acknowledgement policies of the losing reseller and the Registrar. Such acknowledgement policies may require Registrant to respond to an e-mail sent to the e-mail address for the Administrative Contact, as reflected in the WHOIS database of the losing Registrar, and may also require Registrant to settle any open accounts it has with the losing reseller. Registrant acknowledges and agrees that Web.com will bear no liability or responsibility for any delay, inconvenience or expiration of the Domain Name registration that occurs as a result of Registrant's failure to satisfy the acknowledgment policies of the losing reseller or the Registrar.
  
10. **Under Construction Pages.** Registrant agrees that upon registration of a Domain Name with Web.com, if such Domain Name is hosted on an Web.com Domain Name server and does not otherwise resolve to an active Web site, such Domain Name will be pointed to a page as designated by Web.com in its sole discretion (the "Under Construction Page"). The Under Construction Page may be modified by Web.com at any time in Web.com's sole discretion and without notice to Registrant. The Under Construction Page may include, without limitation (i) links to additional products and services offered by Web.com, (ii) advertisements for products and services offered by third-parties, and (iii) an Internet search engine (the "Additional Content"). If Registrant does not wish to have Registrant's Domain Name resolve to the Under Construction Page as described herein, Registrant must use the Web.com DNS Manager to disable the Under Construction Page option.

11. **Reservation of Rights.** Registrant acknowledges and agrees that Web.com has the absolute right and power, in its sole discretion and without any liability to Registrant whatsoever, to suspend the Services, close Registrant's account, terminate provisioning of the Services, list Registrant's personal information in the WHOIS output or unmask or otherwise provide the Registrant's personal information to a claimant or other party to resolve any and all third party claims, whether threatened or made, arising out of Registrant's use of the Domain Name or the Services, or to take any other action which Web.com deems necessary, in the event that (i) the Domain Name is alleged to violate or infringe a third party's trademark, trade name, copyright interests or other legal rights of third parties; (ii) Registrant breaches any provision of this Agreement; (iii) Registrant breaches any provision of the Registrar Terms; (d) if necessary to protect the integrity and stability of the applicable Domain Name registry; (e) if necessary to comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement; (f) if Web.com is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Registrant's use of the Services or Domain Name; (g) if necessary to comply with ICANN's Dispute Resolution Policy or other policies promulgated by ICANN (including policies which may preclude using a service such as Private Domain Registration); (h) if necessary to avoid any financial loss or legal liability (civil or criminal) on the part of Web.com, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees; or (i) any violation of the Web.com Acceptable Use Policy. In the event Web.com takes any of the actions set forth herein or in the event Registrant elects to cancel the Services for any reason, Web.com will not refund any fees paid by Registrant for the Services.

12. **Transfer Policy.** The ICANN Transfer Policy governing the transfer of domain name registrations is found at <https://www.icann.org/resources/pages/registrars/transfers-en>. The Transfer Policy covers (1) transfers of domains between registrars, (2) transfers of domains between registrants, and (3) registrant-initiated updates to their contact information (including registrant's first name, last name, organization and email address). In each of these instances, a verification and notification process will be triggered. Registrant explicitly authorizes Web.com to act as your "Designated Agent" (as defined in the Transfer Policy) and to approve a "Change of Registrant" (as defined in the Transfer Policy) on Registrant's behalf.

- A. You acknowledge and agree that Web.com reserves the right to accept, deny, terminate, suspend or cancel any transfer of domains as it deems necessary in its sole and absolute discretion for any or no reason and without notice to you.

**B. Terms for Transferring Domain Names**

Upon completion of the change of registrant process and successful transfer, you will remain the registrant of the Domain Name and Web.com will become the registrar of record. Your registration will be automatically extended by one (1) year when available by the domain name registry. Domain name registration transfers may only be initiated once this Agreement has been accepted by clicking the "Continue" button, payment is made and the Administrative contact has responded positively to our email message asking for Permission to Transfer. The email message asking for Permission to Transfer will be sent to the Domain Name(s) Administrative Contact as identified in the previous Registrar's WHOIS database. You agree to retain a copy for your own records of the receipt for purchase of your domain name. The Administrative Contact will be acting on behalf of the Registrant and has legal authority to initiate this transfer request. You are responsible for updating the Administrative Contact's email as identified in the previous Registrar's WHOIS database.

**C. Transfers of Recently Renewed Domain Names**

You understand that if you are transferring a domain name that has been recently renewed, there is the potential the renewal year will be lost. The renewal year will be lost if: (i) the Domain Name was renewed during the forty-five (45) day grace period after the expiration date had passed; and (ii) forty-five (45) days have not yet passed since that expiration date. You understand and agree that Web.com is not responsible for this lost year and that Web.com will not credit that year to your domain. You will need to review the registration agreement you have with your previous registrar and to content them to determine if you are due a refund or credit for the lost year. You understand and agree that Web.com has no responsibilities or obligations relating to any recovery of such lost registration years that occur during the transfer of your domain name.

**13. No Third-Party Beneficiaries**

Except as otherwise expressly provided herein or the Agreement, you acknowledge and agree that nothing herein, express or implied, is intended to nor is to be construed to confer upon or give to any person, other than you, any interests, rights, remedies or other benefits conveyed to you herein.

14. **Miscellaneous.** As an ICANN-accredited registrar, the Registrar is required to adhere to the following ICANN policies, all of which are incorporated by reference into this Agreement:

- **Expired Registration Recovery Policy:**  
<https://www.icann.org/resources/pages/errp-2013-02-28-en>
- **WHOIS Data Reminder Policy:**  
<https://www.icann.org/resources/pages/registrars/consensus-policies/wdrp-en>
- **Restored Names Accuracy Policy:**  
<https://www.icann.org/resources/pages/registrars/consensus-policies/rnap-en>
- **Uniform Domain Name Dispute Resolution Policy (“UDRP”):**  
<https://www.icann.org/resources/pages/help/dndr/udrp-en>
- **Registrar Transfer Dispute Resolution Policy:**  
<https://www.icann.org/resources/pages/tdrp-2016-06-01-en>
- **Uniform Rapid Suspension (URS)**  
<https://www.icann.org/resources/pages/urs-2014-01-09-en>

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