

## **NEW gTLD PRE-REGISTRATION, SUNRISE, LANDRUSH & GENERAL AVAILABILITY SERVICES**

1. **Services.** The Agreement explains our obligations to you, and explains your obligations to us regarding your use of our domain name pre-registration services (the "Services"). By submitting a pre-registration or pre-reservation request (a "Domain Request"), you acknowledge that you ("Registrant") have read and agree to be bound by all terms and conditions of the Agreement, as amended from time to time, and to any other pertinent rules or policies that are or may be published by Web.com and/or the registry operating and/or otherwise managing the applicable gTLD (the "Registry"). You further agree to utilize the Services in full compliance with our Acceptable Use Policy.

2. **Eligibility Requirements.** Registrant must meet requirements for certain new top level domain during any of the pre-registration or registration phases ("Eligibility Requirements and/or "Membership Requirements"). You represent and warrant that every registration you are applying for in the applicable gTLD satisfies stated requirements for those applicable gTLDs. Such requirements established by the applicable Registry and are more fully described on the applicable Registry website.

3. **Registration Process.** You acknowledge and agree that it is your responsibility, through the registration process for a pre-registered domain name (and, if applicable, as required subsequent to your application), to provide the information necessary to satisfy associated Registry requirements for a generic top level domain. Required supporting documentation may include but not be limited to community, member and/or trademark holder to support Registry specific eligibility requirements. Failure by you to satisfy these requirements (whichever is applicable) may result in, among other things, (i) the domain name registration or pre-registration application(s) being rejected by Web.com (ii) the domain name(s) being placed on "hold" by Web.com and/or the associated Registry, and/or (iii) the domain name(s) being deleted by Web.com and/or the Registry. Neither Web.com nor the Registry shall be liable to you for any actions or inactions resulting from your failure to provide all required information to satisfy the Eligibility Requirements or Membership Requirements at the time of registration or pre-registration (or, where applicable, subsequent to registration), and neither shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the specific Registry Eligibility Requirements or Membership Requirements, even if the need for such information is known by them. Moreover, you acknowledge that in order for any new gTLD through Web.com to resolve on the Internet you must have successfully registered the domain and meet all applicable obligations associated with each applicable Registry. Additionally, in order for you to utilize other Web.com services in conjunction with a domain name you must have successfully registered the domain and meet all applicable obligations associated with such gTLD.

4. **Pre-Registration.** When you submit a Domain Request, you are authorizing us to attempt to obtain a domain name in the named gTLD (as described on our website) for you if and when the Registry launches its Sunrise, Landrush and General Availability period. When each phase opens, Web.com will likely submit all pre-registration requests during the Sunrise, Landrush or General Availability periods and the Registry will likely review all proposed registration requests. Please note some domain name requests may not be allocated on a first come, first serve basis during the Sunrise or Landrush Periods. In addition, you agree to be bound by all policies, terms, and conditions of the initial launch of these gTLDs. This information may be found on the applicable Registry's website. You acknowledge that neither the Registry nor Web.com has any liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Pre-Registration, Sunrise period or the Landrush period, including, without limitation: (i) the ability or inability of you and/or another registrant to register a domain name during these periods, and (ii) the results of any dispute over a Sunrise, Landrush or other registration.

5. **Sunrise.** Sunrise is created to protect trademark holders, pre-existing exact match domain holders, and to avoid abusive registrations. During the Sunrise period, the registry system may accept different types

of Sunrise applications. Either all or a portion of the Sunrise periods are reserved for members of the Trademark Clearinghouse provided by ICANN. Please see the applicable Registry's website for that Registry's rules that apply to the Sunrise period. You acknowledge that Registry or its designee shall decide at its own discretion whether any documentation or information you submit verifies your right to register a desired domain name. Most, if not all, gTLDs Sunrise applications must possess a registered trademark that meets certain criteria, and must attest to their membership in the Trademark Clearinghouse by providing a Signed Mark Data File ("SMD") for each mark. Most, if not all, gTLDs Sunrise registrations may not be awarded until (i) the prospective registrant has provided the SMD file completed any applicable membership or community requirements and his or her contact information has been confirmed; and (ii) completed and duly executed any supporting documentation that may be required for the Sunrise phase required by the applicable Registry Operator. Most, if not all, gTLDs domain names awarded during Sunrise may not be operable (resolve in the DNS) and available for your use until the "create-date" chosen by the applicable Registry.

6. Landrush. The registration period for registrants that meet the applicable qualification as defined by each Registry in order to participate in Landrush. Applications for competing names may go to auction at the end of the Landrush period. Landrush registrations may not be awarded unless and until, after (i) the close of the Landrush phase, (ii) end of Auction Period, or (iii) until Registry deems the Landrush phase period closed. Domain names awarded during Landrush may not be operable (i.e., resolve in the DNS) and available for your use until the "create-date" determined by the applicable Registry Operator. Please note that, pursuant to applicable Registry rules, domain names may not be awarded on a first-come first-served basis during the non-TMCH Sunrise and Landrush periods though such an award may be possible under certain auction rules. Please see the applicable Registry's website for that Registry's rules that apply to the Landrush period. After Sunrise and before Landrush, there may be a Quiet Period during which each Registry will review Sunrise applications.

7. Early Access Program. Some Registries may offer an Early Access Program ("EAP") after Sunrise and in lieu of a Landrush phase. During EAP, an early access fee is charged in addition to the registration fee and application fee (as further described below), which may vary based on categorization of the Domain Name ("Domain Name Rating"). EAP fees are set by the Registry and will typically descend each subsequent day during the EAP. We reserve the right to not participate in any EAP with respect to your Domain Request or alternatively submit your Domain Request on the last day of the EAP.

8. General Availability. For Registries forgoing Landrush and not offering an EAP or other similar program, Domain Requests not rejected at Sunrise or otherwise, shall be submitted at the beginning of the General Availability phase for the applicable Registry.

9. Validation Process. You agree that we shall have no liability to you or other third parties for anything related to the applicable Registry's validation process for a proposed registration request that we have submitted and is pending final approval by the applicable Registry. You acknowledge and agree that it is your responsibility to ensure that you meet all of the requirements stated by the Registry for your proposed Domain Requests. You agree that we are not responsible or liable in any way if any of your Domain Requests are rejected for any reason, including but not limited to, the Registry's failure or inability to contact you or your failure to respond to Registry's request for supporting documentation during the validation process.

10. Transfer Lock. Following award of a Sunrise, Landrush, or General Availability domain name, the name will be on transfer lock with Web.com for at least sixty (60) days.

11. Charges. Charges and fees for Domain Requests are outlined on our website at the time you submit a Domain Request. By submitting a Domain Request, you authorize us to charge you immediately for all

application and registration fees. Domain Requests that are rejected by Registry for any reason will still be charged an application fee that will NOT be refunded to you. You will however be refunded the registration fee charged during pre-registration if you are not awarded the requested domain name. Any applicable fees not charged when you submit your Domain Request will be charged to your credit card once your Domain Request is accepted and processed by the associated Registry. Additionally, successful domain registration requests are subject to the terms of the Agreement as well as our Registrant Agreement and/or any other terms and conditions of this Agreement related to domain name registrations.

12. Non-Uniform Renewal Registration and Renewal Pricing. Some Registries, such as Donuts Inc., may have non-uniform renewal registration pricing such that the registration fee for a domain name registration renewal may differ from other domain names in the same or other Registry gTLDs (e.g., renewal registration Fee is \$7 for one domain name and \$13 for a different domain name).

13. Trademark Clearinghouse Notifications and Intellectual Property. You acknowledge and agree that you expressly provide us with the right to accept any warning or notice on your behalf that the domain name you are submitting a Domain Request for may incorporate another party's trademark or other intellectual property. You further acknowledge and agree that you are not to submit any Domain Requests that infringe on another party's intellectual property and that you are not to utilize the Services in a manner infringing on another party's intellectual property rights. You further acknowledge and agree that we will not be responsible in any manner whatsoever if you violate any such intellectual property rights and/or laws.

14. Registration Phases and Timeline. You further acknowledge and agree that all timeframes and schedules for the different registration phases for all domain names are to be established by the associated Registry at their sole discretion and those registration options will not be available once the associated phase has ended.

15. Auctions. During Sunrise, Landrush and General Availability, the Registry system may accept an unlimited number of applications for each string, and an unlimited number of applications for a string of a given application type. In the event a Registry receives more than one qualified application for the same name, the name may be awarded via auction. Details on how auctions will be conducted for each gTLD can be found on the applicable Registry website.

16. Registrant Information and Use of Personal Data. You agree to keep all registration and contact information related to your Domain Requests ("Personal Data") current so that we can contact you for any reason or so the related Registry is able to contact you for any reason, including, but not limited to, any participation in a validation process for a domain name during the Sunrise, Landrush, or General Availability period. We take no responsibility in providing the Registry with any Personal Data other than what you provide in any initial Domain Request. The Personal Data you provide will be submitted to the associated Registry and used in accordance with the published Registry Privacy Policy, which will be available on the Registry's website.

17. Reserved and Revocation of Certain Domain Names. You agree that each Registry may have identified certain domain names that cannot be registered during the Sunrise, Landrush, and General Availability process. You further accept that Web.com and each Registry reserves the right to deny a Domain Request that an associated Registry considers to be contrary to public policy. You understand that each Registry may also revoke a domain name at its own initiative for a variety of reasons including but not limited to nonpayment of fees or failure to meet Registry-stated eligibility Requirements. All Sunrise and Landrush application submissions to the associated Registry are considered final and we will not refund any application fees paid by you.

18. No Guarantees. Web.com makes no guarantees, representations or warranties that any Domain Request will be accepted by the associated Registry. You acknowledge and agree that a Domain Request for a domain name submitted by Web.com to the associated Registry may fail for a variety of reasons or be rejected by associated Registry. You acknowledge and agree that the successful registration will depend upon a number of different factors that Web.com cannot predict or control. You acknowledge and agree that submission of a Domain Request for a domain name or any other services (regardless of when submitted) does not guarantee that you will ultimately be the registrant for any particular domain name. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the associated Registry (for example, the Registry reserves the right to suspend, reject, deny or revoke any domain name registration for a variety of reasons, none of which Web.com can control).

19. Acknowledgment and Agreement of Participating Registry Policies, Terms, Rules. You acknowledge having read and understood and agree to be bound by the terms and conditions of all of the policies, terms or rules (collectively the "Registry Policies") that are posted or referred above in Section I or otherwise on the applicable Registry website. You also agree to comply with any and all current Registry Policies posted at the time of pre-registration and registration, but also future Registry Policies. You agree that, by maintaining any service related to your pre-registration or registration request (which may include the ultimate registration of a domain name) after such posting of any new or amended Registry Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new Registry Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

20. Limitation of Liability. In addition to the other limitations of liability contained in the Agreement, you agree that Web.com shall have no liability of any kind for any loss or liability resulting from the processing of Domain Requests prior to the live gTLD launch or the submission of Domain Requests to the participating Registry including, without limitation, your ability or inability to obtain a particular domain name including any dispute resolution proceeding related to any of the foregoing. Web.com assumes no liability for any Domain Request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to procedures, rules or policies laid down by participating Registry or auction provider or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by participating Registry for any reason, including but not limited to the termination of participating Registry's registration authority, or its bankruptcy.

21. Indemnification. In addition to your other indemnification obligations contained in the Agreement, you also agree to indemnify, release, defend and hold us harmless for all liabilities, claims, damages, costs and expenses arising out of: (i) your breach of any terms or conditions of the Agreement; (ii) any violation of a third party's right related to your Domain Request; (iii) any dispute with a Registry or a third party arising out of your Domain Request or subsequent registration of a domain name; (iv) any dispute related to the validation process for your Domain Request; or (v) any dispute related to an auction process related to any Domain Request by you.

22. Notification Requirement. You agree to immediately notify Web.com and applicable Registry of any registered domain name owned or controlled by you where the website content in connection with such domain name is the subject of any legal "take-down" notice issued by law enforcement or government agency because of alleged illegal or illicit activity on such website.

23. Survival of Terms. You agree that the limitation of liability and indemnification provisions set forth in this Agreement shall survive any termination of the Agreement.

24. Governing Law. You agree that any disputes between you and Web.com shall be governed in all respects by and in accordance with the laws of the State of Florida. All disputes between you and the named Registry are to be brought before the tribunal of named Registry's choice.

25. Buyer's Club Program. This Program provides those that enroll in the Program (individually a "Member") with discounts, savings and other benefits related to the Web.com new TLD registration services.

- A. "Membership" in the Program is available to qualified individuals age eighteen (18) years and older. Membership is required to receive any Program benefits or incentives.
- B. Web.com reserves the right to refuse membership for any reason and to suspend and/or revoke membership with or without cause and with or without notice to the Member.
- C. Membership fees are due in advance at time of initial enrollment in the Program. The term of the Membership will be for twelve (12) months beginning either at the time of enrollment or the launch date of the first TLD available for pre-registration via the Program, whichever is later. For existing Web.com accounts, it is the primary account holder which shall be considered the Member for Program purposes.
- D. For Program discounts, all such discounts will be automatically applied to purchases at time of check-out. If any such discount is not properly applied, the Member should contact Web.com Customer Service at 1-902-881-4546.
- E. Additional terms and conditions shall apply to the Services purchased through the Program, including but not limited to those related to pre-registration of new TLDs.
- F. Members may cancel their membership at any time by calling Web.com Customer Service at 1-902-881-4546. Member acknowledges that all Membership fees are non-refundable, even if Member cancels their membership prior to the end of the Membership term, and regardless of whether Member makes any purchases or otherwise utilizes any Program benefits prior to termination.
- G. For any new TLD pre-registration pricing, discounts may be subject to change based on changing of market pricing on TLD application and registration fees. Such discounts only apply to new purchases of TLDs and not to transfer of TLDs from another registrar. Nor does Web.com's Buyer's Club offer the same promotional or free services as other registrars may offer on TLD purchases.
- H. For the Web.com TLD Registration Best Price Guarantee (the "BPG") available to Members, Web.com will reduce a TLD registration fee up to twenty percent (20%) of what was paid to Web.com in an effort to match competitor pricing on the same TLD. The BPG will be available from pre-registration of the TLD up to the end of the Landrush period for the TLD and is valid for a particular purchase for two weeks following the date payment is made to Web.com by Customer. For this reduction to apply, any such competing price must be current, in writing, include all related application fees, be available to the general public from a certified TLD registrar and must be for the same phase in the TLD lifecycle (i.e. pre-registration, Sunrise and/or Landrush). The BPG does not apply to membership discounts, service bundles, promotional and introductory

pricing, or one-time only offers; additionally, it does not apply to any auction prices, costs and/or related fees.

- I. FOR TLD REGISTRATION SERVICES, WEB.COM DOES NOT GUARANTEE THAT ANY TLD IS AVAILABLE AT TIME OF PURCHASE. ADDITIONALLY PRE-REGISTRATION FOR A TLD DOES NOT GUARANTEE THAT MEMBER WILL BE ABLE TO PURCHASE RIGHTS TO THAT TLD, AND WEB.COM DOES NOT MAKE ANY REPRESENTATION THAT THE MEMBER WILL BE GUARANTEED ANY RIGHTS TO THE TLD. IF THE TLD IS SUBJECT TO AN AUCTION MEMBER ACKNOWLEDGES THAT THEY WILL BE SUBJECT TO THE ICANN RULES AND PROCEDURES ON DOMAIN AUCTIONS AS WELL AS ANY AND REGISTRY RULES AND PROCEDURES.
- J. By submitting any TLD registration request or otherwise utilizing the Membership and/or related Web.com Services, Members agree to use the Services only for lawful purposes, consistent with the limitations set forth in this Agreement and in a manner that is not in violation of this Agreement or the Web.com Acceptable Use Policy. Web.com reserves the right to terminate any Membership, any domain registration requests or Services that Member has with Web.com, and deny any refunds related thereto if in Web.com's sole discretion it makes a determination or has any reason to believe that the Member is using the Membership and/or Services in a manner that constitutes a violation of this Agreement, the Web.com Acceptable Use Policy and/or any U.S. or state statute or regulation, including but not limited to violation of U.S. copyright and trademark law.