

PRIVACY NOTICE

Last modified May 1, 2024, to update our Privacy Notice for use by F & F Investment Group, LLC. and all subsidiaries, including TheAddressApp.

This Privacy Notice describes how TheAddressApp, Inc. and our subsidiaries (collectively “we,” “us,” “our,” or “Newfold”) protect personal information of our customers, job applicants and visitors who use our websites, mobile applications, online products or services (collectively, our “users”). This Privacy Notice describes how your personal information is collected, disclosed and used by us, as well as an explanation of the related data rights you may have. To learn more about the Newfold corporate family covered by this Privacy Notice, visit: <https://newfold.com>. This Privacy Notice applies to all Newfold websites, emails, job application services, platforms, brands, products, services and mobile applications (collectively, the “Services”).

This Privacy Notice does not apply to the personal data collected or disclosed by users who manage the data of others while using our Services.

Residents of certain jurisdictions have data subject rights provided by the laws of that jurisdiction, to find out if the rights apply to you, click on the links below, or to exercise your rights, go to the DSAR portal [here](#).

- Residents of the European Economic Area (EEA) and Switzerland may find more information about how your personal information is processed [here](#).
- Residents of the United Kingdom may find more information about how your personal information is processed [here](#).
- Residents of California may find more information about your rights available [here](#).
- Users located in Brazil may find more information about your rights available [here](#).

CATEGORIES OF INFORMATION WE COLLECT ABOUT YOU

In the course of your use of the Services, we obtain information about you as described below.

INFORMATION YOU VOLUNTARILY PROVIDE TO US

We collect the following information from you when you provide it to us:

- Information that you provide prior and during any registration process, including in connection with a co-branded offer (such as your name, company name, email address, phone number, billing address or credit card information, geographic location and industry).
- Information you provide as a job candidate as you complete the job application process (such as your resume or CV, and transcript or certifications).
- Information you provide when you call us, email us, or contact us in chat for support or otherwise.
- Information you provide when you use our Services such as through email, phone calls, chats or screen sharing services.
- Payment information, including credit card data and billing address when you purchase some of our Services.

INFORMATION WE COLLECT ABOUT YOUR USAGE AND DEVICES

We collect data relating to your online activity on our websites, including the following:

- Your IP address, browser type and version, geographic location and operating system version. Any device or other method of communication you use to interact with our Services including device identifiers.
- How you got to our Services and any links you click on to leave.
- Pages you view including your interactions with any videos we offer.
- When you update your information, communicate with us or order new Services.
- Metadata about your use of our Services and emails we send to you (including clicks and opens).
- Metadata about how your customers, contacts and users interact with the Services we provide you.
- Issues you encounter requiring our support or assistance.

We store the data we collect in a variety of places within our infrastructure, including system log files, back-end databases and analytics systems.

INFORMATION WE ACQUIRE FROM SOCIAL MEDIA

- We collect information (such as your name, social media account name and email address to pre-populate our sign-up form) from third party social networking sites, when you use your social network credentials to log into some of our Service.
- You can control the level of privacy settings you have in place at the social networking site. Find out more at the social networking site you use.

INFORMATION WE ACQUIRE FROM OTHER SOURCES

We also collect the following information from other sources:

- Information you provide to us at seminars or to our partners.
- Information you provide to us in surveys.
- Information that is publicly available.
- Information from third parties with your consent.

We may collect and store demographic information (such as your zip code, date of birth, and/or age), and use this data to tailor your experience on our websites, ensure you are at least 18 years of age to make purchases, provide content that we think you might be interested in, perform general improvements to the websites, and display the content according to your preferences. Such demographic information may be provided to partners, market researchers and other third parties on an aggregate and non-personally identifiable basis. No personally identifiable information will be linked to such aggregated demographic information that is provided to third parties.

We also collect information that you may provide during your telephone conversations with us, which we may monitor or record.

We may combine any information we collect about you with other information we have about you to help us update, expand and analyze our records, identify new customers, and provide products and services that may be of interest to you. If you provide us personal information about others, or if others give us your information, we will only use that information for the specific reason for which it was provided to us.

HOW WE USE YOUR INFORMATION

We use the information we collect both on its own and combined with any other information we collect about you, for the following business and commercial purposes:

- To provide the requested Services to you.
- To provide you with useful content.
- To ensure the proper functioning of our Services.
- To offer and improve our Services.
- To provide you with requested information or technical support.
- To evaluate your qualifications as a job applicant.
- To facilitate your movement through our websites or your use of our Services.
- To do a better job of advertising and marketing our Services (subject to your consent where required by applicable law).
- To advertise and market third party products and services (subject to your consent where required by applicable law).
- In connection with our security and compliance programs.
- To administer our websites.
- To communicate with you.
- To create directories (only when you explicitly ask to be included).
- To bill for Services.
- To target current or prospective customers with our products or Services through online advertisements served on third-party sites by third-party vendors, such as Google (subject to your consent where required by applicable law).

- To assist us in offering you a personalized experience or otherwise tailor our Services to you.
- As otherwise described in this Privacy Notice.

We also use the information we receive to produce reports on trends and statistics, such as mobile search trends, email open rates by industry, campaign best practices or the number of users that have been exposed to, or clicked on, our websites or evaluated or purchased our products or Services.

Payment information that you provide to us, including credit card data, will only be used to facilitate payment for the Services.

We also use recorded telephone conversations for quality control purposes, to train our employees and for our own protection.

COMMUNICATING WITH PARTNERS

We provide your personal information to certain third-party partners, including marketing and advertising partners. That information includes your name, email address and other information enabling partners to:

- Assist you in using our Services.
- Contact you with offers, services or products that may be of interest to you.
- Provide you with their products or services.

Our partners may use cookies, web beacons, pixels, tags, scripts, device recognition and similar technologies in order to provide you advertising based upon your browsing activities and interests. For more information and guidance on how to opt out of cookies [click here](#) to access our Cookie Notice.

If you are located in a jurisdiction where such disclosing requires your consent, we will only do so with your consent. Please note that if you access our Services through a tool that hides your location, such as through a virtual private network, you may not receive our request for permission because we were not able to identify you as being located in a jurisdiction where your permission is required.

Further, our partners are prohibited from using your contact information for any purpose beyond those set forth above without your consent. We will not provide our partners with your credit card information. Further information about certain partners we communicate personal information is available [here](#).

In the event we collect information from you in connection with an offer that is jointly presented by us and a partner, we will let you know who is collecting the information and whose Privacy Notice applies, as well as any options you may have regarding use of your information.

COMMUNICATING WITH THIRD PARTY SERVICE PROVIDERS AND VENDORS

Occasionally, we enter into contracts with carefully selected third parties to assist us in servicing you (for example, providing you with customer service, fraud detection and deterrence, job recruitment or access to advertising assets and providing us with information technology and storage services) or to assist us in our own marketing and advertising activities (including providing us with analytic information and search engine optimization services). We disclose information to certain third-party service providers listed [here](#). Our contracts with such third parties prohibit them from using any of your personal information for any purpose beyond the purpose for which it was disclosed.

If you purchase a product or service from a third party through one of our brands, we will pass your personal information to such third party in order for them to fulfill your order.

By providing your personal information and other confidential information to artificial intelligence (AI) services which include features provided by third parties, you are disclosing your personal information to obtain the AI services.

We offer features that allow you to better target who you contact through our Services. These features allow you to optimize your campaigns, segment your lists, and better customize your offerings to your customers. In order to do this, we partner with third parties who can provide you with information about your contacts. If both you and your contacts are located outside of the United Kingdom and the European Union, this may include demographic information and geographic location. We require that these third parties are contractually or legally permitted to receive this information.

In order to provide you with these features, we may send third parties certain pseudonymized personal data about your contacts. These third parties are prohibited from using this personal data for any purpose beyond that for which it was disclosed.

We also use non-personal information with certain third parties, including the media, industry observers, marketing and advertising partners, vendors, customers, potential customers or partners. For example, we disclose mobile search trends, email open rates by industry, campaign best practices or the number of users that have been exposed to, or clicked on, our websites or evaluated or purchased our Services.

Our third party service providers and vendors may use cookies, web beacons, pixels, tags, scripts and similar technologies in order to provide you advertising for our services based upon your browsing activities and interests on our websites. [Click here](#) to access our Cookie Notice for more information and guidance on opting out of cookies.

For Directory Listings. If you provide your information in order to be included in our free directories you are consenting to (1) individuals contacting you to solicit your products and services and (2) businesses contacting you to market services you may find useful. Due to the nature of a directory, your information will be published publicly and you may be contacted by phone or email depending on the information you provide. You will never be added to our directories unless you request to be included and you may remove your listing at any time by accessing your Scoot dashboard, calling + 44 0800 170 100 or emailing us at customersupportuk@TheAddressApp.

For Promotional Offers and Sweepstakes. When you provide your name for a promotional offer or to enter a sweepstakes or contest, your participation in the contest constitutes the consent for the for the use of your name, likeness, prize, photograph, voice, opinions and/or hometown and state for promotional purposes and to demonstrate the transparency of a competition, in any media, worldwide, without further payment or consideration. We may request the contest winner provide consent to such use in writing. We will file your name with state agencies if required by law.

COMMUNICATING WITH RESELLERS AND PRIVATE LABEL PARTNERS

As it relates to Newfold's trusted resellers and private label partners (collectively, "Resellers"), Newfold may process customer Personal Data on behalf of Reseller. In such cases, Reseller is the data controller and Newfold is the data processor and each party's obligations will be outlined in the Reseller Agreement between the parties. In the event of a data subject access request sent by a third party to a Reseller, Reseller will make a similar request to Newfold by visiting our DSAR portal here, and submitting the appropriate form. All data collected through this relationship will be treated in accordance with this Privacy Notice.

CORPORATE REORGANIZATIONS

If we are involved in a merger, acquisition, a sale of all or a substantial portion of our assets, or other similar sale transaction, your information will be transferred as part of that transaction. We will notify you by email and/or a prominent notice on our website of any such transfer and any choices you may have regarding your information.

AUTHORIZED USERS

All users authorized by you to have access to your account can view personal information stored in the account. A primary account holder can view personal information saved in subaccounts to which they have authorized access. We use information about authorized users only for legitimate purposes consistent with this Privacy Notice, including servicing your account and marketing products and services to you.

LEGAL PROCESS

If legally required to do so, or if we have a good faith belief that such disclosure is reasonably necessary, we may disclose your personal information to courts of law, public authorities (including to meet national security or law enforcement requirements) and other relevant third parties, such as internet service providers, to conduct an investigation, respond to a third party or law enforcement subpoena or court order, to bring legal action, prevent harm to others or pursue other relief when you or a third party are or may be:

- Violating our terms and conditions of use.

- Causing injury or other harm to, or otherwise violating the property or other legal rights, of us, other users, or third parties.
- Violating federal, state, local, or other applicable law.

To the extent we are legally permitted to do so, we will notify you in the event that we are required to provide your personal information to third parties in connection with a subpoena, as required by law, court order or other government or law enforcement authority or regulatory agency (including ICANN) in order to enforce or apply our services agreement or other agreements. For more information on ICANN see the Addendum for users who purchased Domain Registration services [here](#).

SECURITY

The transmission of information via the internet, email or text message is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your information transmitted through websites or over email; any transmission is at your own risk. Once we have received your information, we will take appropriate technical and organizational measures to safeguard your personal information against loss, theft and unauthorized use, access or modification.

TRACKING TECHNOLOGIES AND ONLINE ADVERTISING

We use cookies, web beacons, pixels, tags, scripts and other similar technologies in the course of our business. Information about the technologies we use, why we use them (for example, in connection with online advertising) and how you can control them can be found in our Cookie Notice found [here](#).

CHOICE/OPT-OUT

MARKETING COMMUNICATIONS FROM US

We will need to contact you directly or through a third party service provider as necessary to deliver transactional or service related communications regarding products or Services you have signed up or purchased from us. We will also contact you with offers for additional services if you have given us consent to do so or we are allowed based on legitimate interests. You do not need to provide consent to receipt of marketing communications in order to receive our Services.

EMAIL

You always have the opportunity to opt out of our marketing communications or change your preferences by following the link in the footer of all non-transactional email messages from us or by emailing us at privacy@newfold.com.

Some communications from us are considered transactional or service communications (for example, important account notifications and billing information). You agree to receive these transactional and service communications as a condition of the Services that we provide to you. You must cancel your accounts for all Services, if you do not wish to receive any transactional or service communications from us. To cancel your account, please follow the instructions found in the terms of service for the applicable Service. You may still receive marketing communications from us even after you cancel your account unless you also opt out of our marketing communications as described above.

PHONE, TEXT (SMS) MESSAGES AND POSTAL MARKETING

If you have given your consent to send you email, phone or text (SMS) marketing, or if you have provided us with your postal address, we will use the personal data you give to us to contact you from time to time. If you register on our site, you can choose to provide your consent to receive marketing communications by e-mail, phone and/or cell number (including use of automated dialing equipment and/or pre-recorded calls), text (SMS) message, social networks or any other means of communication that your device may be capable of receiving. If you do not want to receive postal or electronic communications, you may withdraw your consent at any time, by clicking the link in a communication, or emailing us using the address provided below. You don't need to provide

consent as a condition to purchase our products or services. If you want to withdraw your consent to receive marketing calls by phone, you may contact customer support at the brand from which you purchased your Services and indicate your preference to us. Contact information for specific brands can be found on the homepage of each brand

COOKIES

For information about how to manage and opt out from cookies, please visit our [Cookie Notice](#).

INFORMATION FROM THIRD PARTIES

To manage the information we receive about you from a social networking site or other third party (if applicable), you will need to follow the instructions from that party for updating your information and changing your privacy settings, where available. The information we collect is covered by this Privacy Notice and the information a third party collects is subject to the privacy practices and notice of that third party. Privacy choices you have made on any third party site will not apply to our use of the information we have collected directly through our Services.

UNAUTHORIZED ACCOUNTS

If an account or profile was created without your knowledge or authorization, please contact customer support at the brand on which the account or profile is located to request removal of the account or profile.

RETENTION OF PERSONAL INFORMATION

We retain your personal information to provide Services to you and as otherwise necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We will retain your personal information for no more than seven years following the later of (i) the date on which you terminate your use of the Services or (ii) May 25, 2018, unless we are otherwise required by law or regulation to retain your personal information for longer. For example, where you have a contract with us, we will retain your data for the length of the contract, and will further retain that information for a time period consistent with our legal or regulatory responsibilities after the termination or expiration of your Services with us in order to allow us to resolve disputes, enforce our relevant Service Agreement, and to adhere to the technical and legal requirements and constraints related to the security, integrity and operation of the websites. Job candidate information will be retained for as long as there is a business need or as required by law or regulation. If you have any questions about how long we will keep your specific data, please contact privacy@newfold.com.

YOUR RIGHT TO CONTROL HOW YOUR PERSONAL INFORMATION IS USED

You have the right to make requests regarding your personal information. You can:

- Ask us to access or provide information on how we use, update, remove, restrict, or correct your personal information.
- Ask us to identify what personal information of yours has been disclosed.
- In certain circumstances, receive or (if technically feasible) ask us to provide your personal information to a third party, in a structured, commonly used and machine-readable format, although we will not provide you with certain personal information if to do so would interfere with another's individual rights or where another exemption applies.
- Object to marketing at any time by privacy@newfold.com.
- Withdraw your consent to process your personal information in circumstances where we are relying on your consent as our basis for processing.

You can view or change the personal information you have provided us by submitting a request through our DSAR portal [here](#) or logging into your online account manager, if applicable. To exercise any of your rights, please send an email to privacy@newfold.com or visit our [Privacy Center](#).

Please note that some rights only apply in certain circumstances or to certain information and some exceptions may apply. In some areas you have data subject rights afforded by the laws in that jurisdiction, to find out if the rights apply to you and exercise your rights, go to the DSAR portal [here](#).

More information about how your personal information is processed as a resident of the EEA or Switzerland is available [here](#).

More information about how your personal information is processed as a resident of the UK is available [here](#).

More information about your rights as a resident of California is available [here](#).

More information about your rights as a user located in Brazil is available [here](#).

THIRD PARTY LINKS AND INFORMATION COLLECTION AND USE BY OUR USERS

Some of our Services provide links to other websites. Because we do not control the information policies or practices of these third party sites, you should review their privacy policies to learn about how they collect and use personal information and direct any concerns to the site administrator of that website.

When using Google's YouTube API Services be aware that you are entering data into a third party product. This means that any information provided can be stored, processed, and handled according to the privacy policies of Google LLC. You may review Google's privacy policy to understand how your data will be managed when using those services.

You may also log in to some of our Services using sign-in services such as Facebook Connect or an Open ID provider. These services will authenticate your identity and provide you with the option to disclose certain personal information to us, such as your name and email address to pre-populate our sign up form. For example, if you take advantage of certain of our social media features, such as the Facebook Like button, and widgets, such as the "Share This" button or interactive mini-programs that run on our site, the applicable social networking sites may collect your IP address, which page you are visiting on our websites, and may set a cookie to enable it to function properly.

CHILDREN

Our Services are not directed to persons under 18. We do not knowingly collect personal information from children under 18. If you are a parent or guardian of such a child and become aware that your child has provided personal information to us, please contact us as described in this Privacy Notice and we will take reasonable steps immediately to remove any such information.

NOTIFICATION OF CHANGES

We reserve the right to modify this Privacy Notice at any time, so please review it frequently. If we decide to change this Privacy Notice in any material way, we will notify you here, by email, or by means of a notice on <https://newfold.com> or the website of the Newfold product or service you use prior to the change becoming effective. In all cases, your continued use of any Services constitutes acceptance to any such changes.

CONTACT US AND COMPLAINTS

If you have any questions about this Privacy Notice or our data handling practices, or you wish to make a complaint, you may contact our Data Protection Officer at privacy@newfold.com or by regular mail at:

TheAddressApp, Inc.
5335 Gate Pkwy
Jacksonville, FL 32256
U.S.A.
Attn: Data Protection Officer

ADDENDUM FOR CALIFORNIA USERS

Effective Date: September 21, 2023

This Privacy Notice Addendum for California Residents (the "CA Privacy Notice") supplements the information contained in the TheAddressApp, Inc. Privacy Notice (the "Privacy Notice"), and applies solely to residents of California, including job applicants, ("consumers" or "you"). Job applicants who receive an offer of employment may receive additional requests for information along with additional privacy notices. **This CA Privacy Notice does not apply when we are acting as a service provider and processing personal information on behalf of our customers.**

In addition to the rights described, where the California Consumer Privacy Act 2018 ("CCPA") or related data protection laws apply, you may:

- Request to know the categories of personal information we collect about you, as well as the sources from which the personal information is collected; the business or commercial purpose of our collection; the categories of third parties with whom we provide your personal information; and the specific pieces of personal information we hold about you.
- Request certain information regarding the opt out of our disclosure of your personal information to third parties.
- Request that we delete the personal information we hold about you in certain limited circumstances.

Information We Collect as a Business Under the California Consumer Privacy Act ("CCPA")

We collect personal information, meaning information that identifies, relates to, references, describes, or is capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular consumer or device. For the purposes of this CA Privacy Notice, personal information does not include:

- Publicly available information from government records.
- Deidentified, aggregated or anonymized information that is maintained in a form that is not capable of being associated with or linked to a consumer.

We collect personal information from and about consumers for a variety of business purposes. To learn more about the types of personal information we collect, the sources from which we collect or receive personal information, and the purposes for which we use this information, please refer to the "Categories of Information We Collect From You" and "How We Use Your Information" sections in our [Privacy Notice](#).

In the last 12 months, we have collected the following categories of personal information from the sources and for the purposes stated below.

Categories and Examples of Personal Information Collected

We collect this information from you when you attend conferences, visit our websites, establish an account or use our online job application portal. We use this information to stay in contact with you for business purposes, confirm your identity and authenticate you, during the job application process and to satisfy regulatory requirements.

Personal Identifiers: Name, alias, date of birth, driver's license or state identification card number or passport number.

Contact Information: home, postal or mailing address, home phone number, cell phone number email address, or other similar identifiers.

Commercial Information: Services purchased and information relating to your use of our Services.

Internet/Network Information: IP address, browser or device information.

Other Personal Information: Information you provide to us when you register for or attend an event organized or hosted by us, information you permit us to see when interacting with us through social media, or comments and opinions you provide to us such as when you post on message boards, blogs or complete an online form.

Inferences: Information generated from your use of the websites reflecting predictions about your interests and preferences.

Sensitive Personal Information: Certain information such as social security, driver's license, state identification card, or passport number may be collected to confirm your identity or facilitate payment. However, we do not use or disclose the information for any reason except as necessary to perform the Service requested, process your job application or meet our legal obligations.

Categories and Examples of Information Collected from Job Applicants

Pre-Hire Information: Information provided in your job application or resume, information gathered as part of background screening and reference checks, information recorded in job interview notes by persons conducting job interviews for the company, information contained in candidate evaluation records and assessments, information in work product samples you provided, voluntary disclosures by you, and Wage Opportunity Tax Credit (WOTC) information.

Protected Classifications: Race, ethnicity, national origin, sex, gender, sexual orientation, gender identity, religious or philosophical beliefs, age, physical or mental disability, medical condition, veteran or military status, familial status, language, or union membership when volunteered or required by law.

Employment History: Information regarding prior job experience, positions held, and when permitted by applicable law your salary history or expectations.

Inferences: Based on analysis of the personal information collected, we may develop inferences regarding a job applicants' preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes for purposes of employment.

Education Information: Information contained in your resume regarding educational history and information in transcripts or records of degrees and vocational certifications obtained.

How We Use Personal Information and Sensitive Personal Information of Job Applicants

The Personal Information and Sensitive Personal Information we collect from job applicants, and our use of Personal Information and Sensitive Personal Information, may vary depending on the circumstances. Generally, we may use or disclose Personal Information and Sensitive Personal Information we collect from you or about you for one or more of the following purposes:

- To fulfill or meet the purpose for which you provided the information. For example, if you provide your name and contact information to become an employee, we will use that Personal Information in connection with that process.
- To comply with local, state, and federal law and regulations requiring employers to maintain certain records (such as immigration compliance records, travel records, personnel files, wage and hour records, payroll records, accident or safety records, and tax records), as well as local, state, and federal law, regulations, ordinances, guidelines, and orders relating to COVID-19.
- To manage and process payroll and/or company travel and expenses.
- To evaluate job applicants and candidates for employment or promotions.
- To obtain and verify background checks on job applicants and employees and to verify employment references.

- To evaluate, make, and communicate decisions regarding an employee's employment, including decisions to hire, terminate, promote, demote, transfer, suspend or discipline.
- To communicate with employees regarding employment application related matters such as upcoming deadlines, action items, and other alerts and notifications.
- To engage in corporate transactions requiring review or disclosure of employee records subject to non-disclosure agreements, such as for evaluating potential mergers and acquisitions of the company.
- To communicate with an employee's family or other contacts in case of emergency or other necessary circumstance.
- To provide Services to corporate customers who may request certain pieces of information about a company employee (such as name, phone number, and headshot) to permit the employee access or security clearance to their facility in advance of the company employee being dispatched to provide Services at the customer's facility.

Retention of Personal Information of Job Applicants

The company will retain each category of Personal Information in accordance with our data retention schedule. For more information please email privacy@newfold.com.

Where We Obtain Personal Information

We obtain the categories of personal information listed above from the following sources:

- Directly from you;
- From our business partners and affiliates;
- From third parties whom you direct to share information with us; and
- From your online browsing and usage activity on our websites.

Purposes for Collecting Personal Information

We may collect, use or disclose personal information about you for one or more of the following business and/or commercial purposes:

- To provide the requested Services to you;
- To take actions reasonably anticipated within the context of your employment application;
- To provide you with useful content;
- To ensure the proper functioning of our Services;
- To offer and improve our Services;

- To provide you with requested information or technical support;
- To facilitate your movement through our websites or your use of our Services;
- To do a better job of advertising and marketing our Services (subject to your consent where required by applicable law);
- To advertise and market third party products and Services (subject to your consent where required by applicable law);
- To diagnose problems with our servers or our Services;

- In connection with our security and compliance programs;
- To administer our websites;
- To communicate with you;
- To target current or prospective customers with our Services through online advertisements served on third-party sites by third-party vendors, such as Google (subject to your consent where required by applicable law); and
- To assist us in offering you a personalized experience or otherwise tailor our Services to you.

Disclosure of Personal Information

In the previous 12 months, we have disclosed the categories of personal information we collect to the following third parties for the business purpose set out in the table below.

Categories and Examples of Personal Information Collected and Disclosed to Third Parties

Identifiers: Service providers and vendors, partners, authorized users within your organization and other members our corporate family.

Commercial Information: Service providers and vendors, partners, authorized users within your organization and other members of our corporate family.

Internet/Network Information: Partners and other members of our corporate family.

Other Personal Information: Third party service providers, vendors and partners.

Inferences: Third party service providers and vendors, partners and other members of our corporate family.

Sale of Personal Information

When you interact with our websites, we may use, or authorize third-party partners and service providers to use, cookies, web beacons and similar technologies to improve your experience with us. These technologies can collect personal information about you that can be used by us and/or our authorized third-party partners and service providers. Using your personal information in this way may constitute a “sale” under the CCPA.

Communicating Personal Information

We do not “share” personal information with third parties for cross-context behavioral advertising.

Pursuant to the CCPA, in the preceding 12 months, we have sold the following categories of personal information for the purpose of showing you ads about Newfold’s Services:

- Identifiers; and
- Internet or other similar network activity

If you’d like to opt out of the sale of your personal information, please go to the site page of your account, or brand, and click on the Cookie Settings link in the footer of that page to update your Cookie Settings.

Except as provided above, we do not sell personal information to third parties.

We will need to verify your identity before processing your request. In order to verify your identity, we will generally require the matching of sufficient information you provide us to the information we maintain about you in our systems. If you are using an authorized agent, please note that you will be required to verify your identity and provide written confirmation that you have authorized the agent to make a request on your behalf. For requests to access or delete, we may require you to verify your identity directly with us, and directly confirm with us that you provided the authorized agent permission to submit the request.

If you’d prefer a hard copy of this CA Privacy Notice or to access it as a PDF, this site permits you to print it to PDF or to a printer.

Your California Privacy Rights

As a California resident, you may be able to exercise the following rights with respect to your personal information that we have collected, subject to certain exceptions:

The Right to Know

You have the right to request any or all of the following information relating to your personal information we have collected and disclosed in the last 12 months, upon our verification of your identity:

- The specific pieces of personal information we have collected about you;
- The categories of personal information we have collected about you;
- The categories of sources of your personal information;
- The categories of personal information that we have disclosed to third parties for a business purpose, and the categories of recipients to whom this information was disclosed;
- The categories of personal information we have sold about you (if any), and the categories of third parties to whom the information was sold; and
- The business or commercial purposes for collecting or, if applicable, selling the personal information.

The Right to Request Deletion

You have the right to request the deletion of personal information we have collected from you, subject to certain exceptions.

The Right to Opt Out of the Sale of Your Personal Information

You have the right to direct us not to sell personal information we have collected about you to third parties now or in the future. You may opt out [here](#).

The Right to Non-Discrimination

You have the right to non-discrimination for exercising these rights.

“Shine the Light”

California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information to a third party for the third party’s direct marketing purposes.

How to Exercise Your California Consumer Rights

To exercise your California Consumer Rights, please submit a request to us by:

- Submitting a request through our DSAR portal [here](#);
- Logging into your online account manager;
- Visiting our [Privacy Center](#);
- Calling the toll free phone number or clicking the “contact us” link located on the homepage for the Services you receive from us; or
- Sending an email to privacy@newfold.com.

If you’d like to opt out of the sale of personal information, please go to the site page of your account, or brand, and click on the Cookie Settings link in the footer of that page to update your Cookie Settings.

We will need to verify your identity before processing your request. In order to verify your identity, we will generally require the matching of sufficient information you provide us to the information we maintain about you in our systems. If you are using an authorized agent, please note that you will be required to verify your identity and provide written confirmation that you have authorized the agent to make a request on your behalf. For requests to access or delete, we may require you to verify your identity directly with us, and directly confirm with us that you provided the authorized agent permission to submit the request.

If you’d prefer a hard copy of this CA Privacy Notice or to access it as a PDF, this site permits you to print it to PDF or to a printer.

Newfold as a Service Provider

Newfold acts as a service provider to its customers. When acting in this capacity, we process personal information on behalf of our customer, and we have no direct relationship with the end-users who use our customers’ Services or products or visit our customers’ websites.

If you are an end-user of one of our customers whose personal information we process and you are seeking to exercise your rights under the CCPA, you should contact our customer directly.

Legal made us put this here.

- [Terms of Service](#)
- [Acceptable Use Policy](#)
- [Domain Registration Agreement](#)
- [Professional Services Agreement](#)
- [VPS Terms of Service](#)
- [Dedicated Mail Policy](#)
- [Email Policy](#)
- [Copyright Policy](#)
- [Affiliate Agreement](#)
- [Data Request Policy](#)
- [Website Transfer Agreement](#)
- [Pro Design Live Addendum](#)

General Terms of Service

NOTE: We've updated Section 13(5) (Cancellation Process), effective July 24, 2024, to clarify the instructions to cancel the services. We've also updated our Terms of Service to include terms applicable to users of the third-party Titan Email service. Please read the updated terms below.

These Terms of Service (the "Agreement") are an agreement between HostGator.com, LLC ("HostGator", "us", "our", or the "Company") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by HostGator and of the HostGator.com website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

1. Additional Policies and Agreements

1. Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services, you also agree to the terms of the following policies.
 1. [Privacy Notice](#)
 2. [Acceptable Use Policy](#)
 3. [Copyright Infringement Policy](#)
2. Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable. For example, if you register a domain name with us, then the Domain Registration Agreement will also apply to you and would be incorporated herein.

2. Account Eligibility

1. By registering for or using the Services, you represent and warrant that:
 1. You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.
 2. If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.
2. It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts is accurate, correct and complete at all times. HostGator is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain. If you need to verify or change your contact information, you may utilize the [HostGator Billing and Support Portal](#) to update your contact information. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or certain other cases, you may be required to provide government issued identification and possibly a scan of the credit card used for verification purposes. Failure to provide the information requested may result in your order being denied.
3. You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.

4. Any dedicated IP order in addition to those provided with a hosting package may be subject to IP justification. IP justification practices are subject to change to remain in compliance with the policies of the American Registry for Internet Numbers (ARIN). We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.
5. The Service and any data you provide to HostGator is hosted in the United States (U.S.) unless otherwise provided. If you access the Service from outside of the U.S., you are voluntarily transferring information (potentially including personally-identifiable information) and content to the U.S. and you agreeing that our collection, use, storage and sharing of your information and content is subject to the laws of the U.S., and not necessarily of the jurisdiction in which you are located.

3. Transfers

Our Transfers Team will make every effort to help you move your website to us. Transfers are provided as a courtesy service. We do not make any guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult, if not impossible, to migrate some or all account data. In some cases we may not be able to assist you in a transfer of data from an old host. The free transfer service is available for thirty (30) days from your sign up date. Transfers outside of the thirty (30) day period will incur a charge; please contact a member of our Transfers department to receive a price quote. In no event shall HostGator be held liable for any lost or missing data or files resulting from a transfer to or from HostGator. You are solely responsible for backing up your data in all circumstances.

4. HostGator Content

1. Except for User Content (as defined below), all content made available through the Services, including images made available through website builder tools provided by HostGator (the "Licensed Images"), designs, templates, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively with the Licensed Images, "HostGator Content"), are the property of HostGator or its licensors. No HostGator Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any HostGator Content.
2. To the extent applicable, you are granted a limited, revocable, non-sublicensable, license to use the Licensed Images solely in connection with the Services. You are prohibited from using any Licensed Images: (i) with pornographic, defamatory, or unlawful content or in such a manner that infringes upon any third party's trademark or intellectual property rights; (ii) as a trademark, service mark, or logo; and (iii) portraying any person depicted therein (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: (a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; (b) in connection with the advertisement or promotion of tobacco products; (c) as endorsing a political party, candidate, elected official, or opinion; (d) as suffering from, or medicating for, a physical or mental ailment; or (e) engaging in immoral or criminal activities.
3. Any use of HostGator Content, other than as specifically authorized herein, is prohibited and will automatically terminate your rights to use the Services and any HostGator Content. All rights to use HostGator Content that are not expressly granted in this Agreement are reserved by HostGator and HostGator's licensors.

5. User Content

1. You may be able to upload, store, publish, display and distribute information, text, photos, videos, emails, and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to HostGator that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

Solely for purposes of providing the Services, you hereby grant to HostGator a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, HostGator does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

2. HostGator exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through HostGator's computers, network hubs and points of presence or the Internet. HostGator does not monitor User Content. However, you acknowledge and agree that HostGator may, but is not obligated to, immediately take any corrective action in HostGator's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that HostGator shall have no liability due to any corrective action that HostGator may take.

6. Compliance with Applicable Law.

1. You agree to comply with all applicable laws, rules, and regulations, including without limitation all local rules where you reside or your organization is location regarding User Content, User Websites, online activities, email and your use of the Services. More specifically, but without limitation, you agree to comply with all applicable laws regarding the transmission

of technical data exported to or from the United States or the country in which you reside. The Services are controlled and operated by us from our offices within the United States (although we may share data with third parties around the world to assist us in providing the Services as further described in our [Privacy Notice](#)) and we make no representation that the Services are appropriate or available for use in other locations. Those who access the Services from other locations do so at their own initiative and risk, and are fully responsible for compliance with all applicable laws in those locations. We do not offer the Services where prohibited by law.

For the purposes of European Directive 95/46/EC, the General Data Protection Regulation 2016/679 ("GDPR") and any applicable national implementing laws in your jurisdiction, and with respect to your subscribers' or customers' personal data, you acknowledge and agree that you are the Controller (as that term is defined in the GDPR), and we are a Processor (as that term is defined in the GDPR) insofar as you may store personal data through your use of our Services only as permitted and subject to the terms of this Agreement. You also acknowledge and agree that you are responsible for complying with all obligations of a data controller under applicable law (including the GDPR).

To the extent the GDPR applies to you, you represent and warrant that in using our Services, you will clearly describe in writing how you plan to use any personal data collected and you will ensure you have a legitimate legal basis to transfer such personal data to us and that you have the necessary permission to allow us to receive and process (e.g., store) such personal data on your behalf. The additional data processing terms set forth [here](#) shall apply where you are a Controller subject to the GDPR.

7. Third Party Products and Services

1. Third Party Providers

HostGator may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing.

HostGator does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these third party providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers. HostGator is not an agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

2. HostGator as Reseller or Licensor

HostGator may act as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services ("Non-HostGator Products"). HostGator shall not be responsible for any changes in the Services that cause any Non-HostGator Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-HostGator Products, either sold, licensed or provided by HostGator to you will not be deemed a breach of HostGator's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-HostGator Product are limited to those rights extended to you by the manufacturer of such Non-HostGator Product. You are entitled to use any Non-HostGator Product supplied by HostGator only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Non-HostGator Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non-HostGator Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

3. Third Party Websites

The Services may contain links to other websites that are not owned or controlled by HostGator ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data gathering practices of any website to which you navigate.

8. Prohibited Persons (Countries, Entities, And Individuals).

The Services are subject to export control and economic sanctions laws and regulations administered or enforced by the United States Department of Commerce, Department of Treasury's Office of Foreign Assets Control ("OFAC"), Department of State, and other United States authorities (collectively, "U.S. Trade Laws"). You may not use the Services to export or reexport, or permit the export or reexport, of software or technical data in violation of U.S. Trade Laws. In addition, by using the Services, you represent and warrant that you are not (a) an individual, organization or entity organized or located in a country or territory that is the target of OFAC sanctions (including Cuba, Iran, Syria, North Korea, or the Crimea, the Donetsk People's Republic, or the Luhansk People's Republic regions of Ukraine); (b) designated as a Specially Designated National or Blocked Person by OFAC or otherwise owned, controlled, or acting on behalf of such a person; (c) otherwise a prohibited party under U.S. Trade Laws; or (d) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license. Unless otherwise provided with explicit written permission, HostGator also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name ("ccTLD") for any country or territory that is the target of OFAC sanctions. The obligations under this section shall survive any termination or expiration of this Agreement or your use of the Services.

9. Account Security and HostGator Systems.

1. It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.
2. The Services, including all related equipment, networks and network devices are provided only for authorized customer use. HostGator may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.
3. Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. HostGator may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.
4. Any account which causes us to receive an abuse report may be terminated and/or have access to services suspended. If you do not remove malicious content from your account after being notified by HostGator of an issue, we reserve the right to leave access to services disabled.
5. HostGator reserves the right to migrate your account from one data center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

10. HIPAA Disclaimer. We are not "HIPAA compliant."

You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. HostGator does not control or monitor the information or data you store on, or transmit through, the Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Customers requiring secure storage of "protected health information" as defined under HIPAA are expressly prohibited from using the Services for such purposes. Storing and permitting access to "protected health information" is a material violation of this Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that HostGator is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, you should contact <https://helpchat.hostgator.com>.

11. Compatibility with the Services

1. You agree to cooperate fully with HostGator in connection with HostGator's provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, HostGator is not responsible for any delays due to your failure to timely perform your obligations.
2. You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by HostGator to provide the Services, which may be changed by HostGator from time to time in our sole discretion.
3. You are solely responsible for backing-up all User Content, including but not limited to, any User Websites. HostGator does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.

12. Billing and Payment Information

1. Prepayment.

It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.

2. Autorenewal.

Unless otherwise provided, you agree that until and unless you notify HostGator of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us. You may disable the automatic renewal option for the Services at any time online via the Renewal Center in your [Account Manager](#). Additional instructions can be found [here](#). In the event that the account expires, all User Content will be permanently removed from the server. Please make a backup of all User Content before you disable autorenewal. So long as your Account remains active, other Services account such as domain names or Domain Privacy will continue to autorenew. Please contact HostGator by phone or online chat if you require any assistance.

3. Taxes.

Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to HostGator's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

4. Failure to Pay.

If you fail to pay the fees due for the Services, we may suspend or terminate your Services and pursue any collection costs incurred by HostGator, including without limitation, any arbitration and legal fees and HostGator's reasonable attorneys' fees. If any check is returned for insufficient funds, HostGator may impose a minimum processing charge of \$25.00 plus any applicable taxes. Accounts will not be reactivated until all outstanding amounts are paid. We are not responsible for any deleted or lost User Content that results from any suspension or termination of the Services.

Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. If you make a late payment, we do not automatically reactivate the dedicated servers. Contact HostGator directly after you make a late payment to reactivate the dedicated server.

5. Domain Payments.

It is solely your responsibility to notify HostGator's Billing department by calling 1-866-964-2867 or by using [LiveChat](#) after purchasing a domain. Domain renewal notices are provided as a courtesy reminder and HostGator is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal. Domain renewals are billed and renewed fifteen (15) days before the renew date.

6. Fraud.

It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. HostGator may report any such misuse or fraudulent use, as determined in HostGator's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

7. Invoice Disputes.

You have ninety (90) days to dispute any charge or payment processed by HostGator. If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.

8. Payment Card Industry Security Standard Disclaimer.

HostGator complies with the Payment Card Industry Security Standard ("PCI Standard") in connection with the collection and processing of our customer's data and billing information. However, you are solely responsible for the security of the data and billing information on your User Website. HostGator does not monitor User Websites for PCI compliance and we are not able to verify whether a User Website complies with the PCI Standard.

9. Unused coupons will expire at your next renewal if not applied by that date

13. Money-Back Guarantee, Cancellation and Refund Policy

1. Money-back Guarantee. If you purchase an account with a thirty (30) day money-back guarantee, you may receive a full refund of basic shared, VPS and reseller hosting fees paid (the "Money-back Guarantee Refund") if you cancel within the first thirty (30) days of the Initial Term (the "Money-back Guarantee Period"). To request a Money-back Guarantee Refund, please contact our billing department by calling (866) 964-2867 or by using our online [LiveChat](#). The Money-back Guarantee Refund shall only accrue and be due to you upon your compliance with, and subject in all respects to, the terms and conditions of this Section 13. The Money-back Guarantee does not apply to Services with a monthly term, domain registration fees, dedicated servers (see below), administrative fees, install fees for custom software or other setup fees, or any fees for additional Services.

2. The Money-back Guarantee Refund is valid for PayPal and credit card payments only. Due to the costs associated with processing payments made by other methods, we are not able to offer the Money-back Guarantee Refund for other payment methods. Any refunds are made at the sole discretion of HostGator.

3. Dedicated Servers. There are no refunds on dedicated servers. As stated above, the Money-back Guarantee does not apply to dedicated servers.

4. Non-refundable Products and Services.

There are no refunds on dedicated servers, domain names, administrative fees, install fees for custom software, and certain add-on services including SiteLock.

5. Cancellation Process.

You may cancel the Services you purchased at any time during the term by giving HostGator notice by phone at 1-866-964-2867 or [online chat](#). The cancellation request is subject to verification of ownership of the account and/or domain, as determined in HostGator's sole discretion. In the event of such cancellation, you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation subject to the terms of the thirty (30) day money-back guarantee if applicable. After the account is canceled, all User Content will be permanently removed from the server. Please make a backup of all User Content before you contact HostGator to cancel your account.

6. Domains.

1. Domain Renewals.

Domain renewals are billed and renewed thirty (30) days before the renewal date. It is your responsibility to notify HostGator's Billing department by calling 1-866-964-2867 or by using [LiveChat](#) to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

2. Domain Name Fees.

If your plan includes a free domain name and you cancel within 1 year, our standard fee of \$22.99 for the domain name (and any applicable taxes) (the "Domain Name Fee") will be deducted from your refund.

7. Foreign Currencies.

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in U.S. dollars and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and HostGator is not responsible for any change in exchange rates between the time of payment and the time of refund.

8. Termination.

HostGator may terminate your access to the Services, in whole or in part, including deletion or confiscation of all files, content, and/or domain name registrations, without notice in the event that: (i) you fail to pay any fees due hereunder to HostGator; (ii) you violate the terms and conditions of this Agreement; (iii) your conduct may harm HostGator or others, cause HostGator or others to incur liability, or disrupt HostGator's business operations (as determined by HostGator in its sole discretion); (iv) you are abusive toward HostGator's staff in any manner; or (v) for any other lawful reason, including to comply with applicable law, or as otherwise specified in this Agreement. In such event, HostGator will not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination.

9. Suspended Accounts.

HostGator reserves the right to terminate any account that has been in a suspended or deactivated state for thirty (30) days which will result in the loss of all data stored on the account.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

14. Resource Usage

1. Shared Hosting

1. **Acceptable Use Policy.** Disk space is intended for use in accordance with HostGator's [Acceptable Use Policy](#) and limited to web files, active email and User Website content only. Shared hosting space may not be used for storage, including without limitation, of media, emails, as offsite storage of electronic files, or FTP hosts. HostGator expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy. HostGator may, in its sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of HostGator's terms and conditions.

2. **Plan Limits.** HostGator may, in its sole discretion, terminate access to the Services, apply additional fees, or remove/delete User Content for those User accounts that exceed the limit(s) of the User's current plan. To avoid service interruption, HostGator may automatically upgrade your account to a higher tier plan at an additional fee if you exceed the limit(s) of your current plan.

3. **Excessive Server Resources.** Use of HostGator's resources must be consistent with a shared hosting environment and must otherwise comply with this Agreement. Accounts with a large number of files (inode count in excess of 200,000) can have an adverse effect on server performance. Similarly, accounts with an excessive number of database tables (in excess of 5000 database tables) or an excessive database size (in excess of 10GB total database usage or 5GB database usage in a single database) negatively affect the performance of the server. In the event that you exceed these amounts, HostGator may request that you reduce the number of files/inodes, database tables, or total databases to ensure optimal server performance. HostGator reserves the right to terminate your account, with or without notice, for excessive use of resources that result in a degradation of server performance or the Services.

4. **Bandwidth Usage.** With the exception of resellers, shared servers are not limited in their bandwidth allowance. Resellers are subject to the terms of the plan they purchased and usage information can be viewed in the control panel.

2. Virtual Private Servers (VPS) and Dedicated Servers Usage.

Dedicated and VPS usage is limited by the resources allocated to the specific plan you purchased.

Virtual Private Servers (VPS), Dedicated Servers, and Shared Reseller.

1. cPanel Accounts.

1. HostGator reserves the right to restrict the number of cPanel accounts and/or terminate any excessive cPanel accounts as determined in HostGator's sole discretion.

2. Customers who exceed HostGator's limit for cPanel accounts may be charged for additional cPanel accounts.

15. Reseller Terms and Client Responsibility

1. Resellers shall ensure that each of their clients complies with this Agreement.

2. Resellers are responsible for supporting their clients. HostGator does not provide support to clients of HostGator's resellers. If a reseller's client contacts HostGator, HostGator reserves the right to place a reseller client account on hold until the reseller can assume responsibility for the reseller's client. All support requests must be made by the reseller on its client's behalf for security purposes.

3. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. HostGator will hold any reseller responsible for any of their client's actions that violate the law or this Agreement.

4. HostGator is not responsible for the acts or omissions of our resellers. The reseller hereby agrees to indemnify HostGator from and against any and all claims made by any User arising from the reseller's acts or omissions.
5. HostGator reserves the right to revise our Reseller Program at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth by HostGator.
6. Resellers in the HostGator Reseller Program assume all responsibility for billing and technical support for each of the Users signed up by the reseller.

16. Shared (non-reseller accounts)

Shared accounts may not be used to resell web hosting to others. If you wish to resell hosting you must use a reseller account.

17. Dedicated Servers

HostGator reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is your responsibility to ensure that there is a valid email address and current root password on file for your dedicated server to prevent downtime from forced password resets. HostGator reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Dedicated servers are NOT backed up by us. It is your responsibility to maintain backups. Dedicated servers that have invoices outstanding for more than ten (10) days may be subject to deletion which will result in the loss of all data on the server. HostGator will not be liable for any loss of data resulting from such deletion.

18. Appointment Booking

If you elect to use HostGator's Appointment Booking Service ("Booking") to schedule appointments through the User Website, you acknowledge that you are responsible for managing and fulfilling your appointments and service offerings. BOOKING IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND HOSTGATOR MAKES NO WARRANTIES THAT THE SERVICE WILL PERFORM IN AN ERROR-FREE AND UNINTERRUPTED MANNER. HOSTGATOR HEREBY EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSS OF PROFITS OR BUSINESS RESULTING FROM YOUR USE OF BOOKING.

19. Email Marketing

If you elect to use the email marketing feature ("Email Marketing"), your use of Email Marketing shall be governed by the Constant Contact Website and Products [Terms and Conditions](#) of Use (the "Email Marketing Terms"). To the extent there is any conflict between the Email Marketing Terms and this Agreement, the Email Marketing Terms shall control solely with respect to your use of Email Marketing.

20. Store

If you elect to use HostGator e-commerce store Services ("Store") for selling any of your products and/or services ("Store Content"), you are solely responsible for any and all Store Content and any transactions or other activities conducted on or through the Store. Your Store activities are your responsibility and HostGator disclaims any and all liability related to any Store Content. You represent and warrant to HostGator that (i) you have all necessary rights to post or distribute such Store Content, and (ii) your Store Content does not infringe or violate the rights of any third party.

1. You acknowledge and agree that HostGator may, but is not obligated to, monitor your Store and may take any corrective action in HostGator's sole discretion, including without limitation removal of all or a portion of the Store Content, and suspension or termination of any and all Services without refund of any pre-paid fees. You hereby agree that HostGator shall have no liability due to any corrective action that HostGator may take, including without limitation suspension or termination of your Store.
2. You acknowledge and agree that you are solely responsible for your compliance with the following:
 - - all applicable laws and regulations related to the Store and any Store Content including any related consumer, data privacy, and e-commerce laws;
 - taxes and fees associated with the Store, including taxes related to purchase or sale of products and services in connection with the Store;
 - customer service for the Store, including any inquiries, concerns, warranties you may offer, or claims and complaints relating to the Store;
 - fulfillment and the delivery of Store Content to your customers; and visibility for all terms and policies that may apply, including but not limited to privacy policies, cookie policies, return policies, and any offered warranties.
 - Your Store Content is subject to HostGator's Acceptable Use Policy. In the event you violate this policy, HostGator reserves the right to, at any time and in our sole discretion, without notice, suspend and disable access, or remove your Store and/or Store Content without any liability to you or your customers, including without limitation, any loss of profits, revenue, data, goodwill, or other losses except where prohibited by law.

21. LogoMaker

1. If you elect to use HostGator's LogoMaker Service ("LogoMaker") to create a logo or design for your use, you acknowledge that LogoMaker uses certain elements, including colors, fonts, icons, and other designs. These elements are also made available to other

Users and, as such, any logo created by LogoMaker may be similar or identical to logos created by other Users who use LogoMaker. LOGOS CREATED BY LOGOMAKER ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND WEBSITE BUILDER MAKES NO WARRANTIES THAT THE LOGOS DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. It is your responsibility to determine (a) whether any logo created by LogoMaker is subject to any third party rights and (b) whether you may use and/or register your logo as a trademark.

2. You may not assign or resell your LogoMaker logo to any third party, and you may not challenge the use or registration of any other logo created by LogoMaker on behalf of another User.

22. WordPress Plugins.

If you install or use WordPress plugins operated by Automatic on your hosting account (including, for example, Jetpack), you also acknowledge and agree to (1) the WordPress.com Terms of Service located at (<https://en.wordpress.com/tos/>) which apply to your use of all Automatic products and services; and (2) the Automatic Privacy Policy located at (<http://automatic.com/privacy/>), including without limitation, Automatic's collection of data as described therein.

23. Titan Email.

Your use of the third-party Titan Email service shall be subject to all terms and policies available at: <https://support.titan.email/hc/en-us/sections/360006033194-Agreements-and-Policies>, which may be updated from time to time in Titan's sole discretion.

24. Price Change

HostGator reserves the right to change prices or any other charges at any time. We will provide you with at least thirty (30) days notice before charging you with any price change on any annual or longer term plans. It is your sole responsibility to periodically review billing information provided by HostGator through the user billing tool or through other methods of communication, including notices sent or posted by HostGator.

25. Coupons

Discounts and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have previously signed up using a particular domain, you may not sign up again for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of your account. All coupons and discounts are only valid towards the initial purchase and do not affect the renewal or recurring price.

26. Limitation of Liability

HOSTGATOR SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT WILL THE HOSTGATOR PARTIES BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF HOSTGATOR IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, HOSTGATOR'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO HOSTGATOR FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE (1) YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, HOSTGATOR'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

27. Indemnification

You agree to indemnify, defend and hold harmless HostGator, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

28. Arbitration

By using the Services, you hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning or arising out of this Agreement. The arbitration will be conducted before a single arbitrator chosen by HostGator and will be held at the AAA location chosen by HostGator in Texas. Payment of all filing, administrative and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph. In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, HostGator will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this paragraph. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The arbitrator's authority to resolve and make written awards is limited to claims between you and HostGator.

alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate litigation or any other proceeding against HostGator in violation of this paragraph, you agree to pay HostGator's reasonable costs and attorneys' fees incurred in connection with our enforcement of this paragraph.

29. Independent Contractor

HostGator and User are independent contractors and nothing contained in this Agreement places HostGator and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

30. Governing Law; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

31. Disclaimer

You acknowledge and agree that any use of the Services, including any information or content obtained through the Services, is entirely at your own risk. You further acknowledge and agree that HostGator exercises no control over, and accepts no responsibility for, the content of the information passing through HostGator's host computers, network hubs and points of presence or the Internet.

32. Backups and Data Loss

Your use of the Services is at your sole risk. HostGator makes and stores backups of shared and reseller accounts pursuant to its disaster recovery policy. HostGator reserves the right to charge a restoration fee if you request copies of the backups. HostGator does not maintain backups of dedicated accounts. User is solely responsible for backing-up all User Content, including any User Websites off of HostGator's servers. This is an affirmative duty, even if the User purchases or has third party products, such as CodeGuard. HostGator is not responsible for the loss of any User Content.

Any shared account using more than 20 GB of disk space will be removed from our off-site backup with the exception of databases continuing to be backed up. All data will continue to be mirrored to a secondary drive to help protect against data loss in the event of a drive failure.

33. Limited Warranty

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HOSTGATOR AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "HOSTGATOR PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. THE HOSTGATOR PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. THE HOSTGATOR PARTIES ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. NO ADVICE OR INFORMATION GIVEN BY HOSTGATOR OR HOSTGATOR'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. HOSTGATOR DOES NOT GUARANTEE THAT SUBSCRIBERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. HOSTGATOR DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR HOSTGATOR IN PARTICULAR. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

34. Disclosure to Law Enforcement

HostGator may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.

35. Entire Agreement.

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

36. Headings.

The headings herein are for convenience only and are not part of this Agreement.

37. Changes to the Agreement or the Services

1. HostGator may modify, add, or delete portions of this Agreement at any time. If we have made significant changes to this Agreement, we will post a notice on the HostGator website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last revision. Any revisions to this Agreement will become effective when posted unless otherwise provided. You agree to any modification to this Agreement by continuing to use the Services after the effective date of any such modification.

2. HostGator reserves the right to modify, change, or discontinue any aspect of the Services at any time.

38. Severability

If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

39. Waiver

No failure or delay by you or HostGator to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

40. Assignment; Successors

You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of HostGator. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. HostGator may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

41. Force Majeure

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

42. Third-Party Beneficiaries

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.

[Virtual Private Server TOS addendum](#)
[Domain Registration Agreement](#)

Last Modified July 24, 2024

Acceptable Use Policy

- [Terms of Service](#)
- [Acceptable Use Policy](#)
- [Domain Registration Agreement](#)
- [Professional Services Agreement](#)
- [VPS Terms of Service](#)
- [Dedicated Mail Policy](#)
- [Email Policy](#)
- [Copyright Policy](#)
- [Affiliate Agreement](#)
- [Data Request Policy](#)
- [Website Transfer Agreement](#)
- [Pro Design Live Addendum](#)

This Acceptable Use Policy ("AUP") governs your use of the Services and is incorporated by reference into HostGator's Terms of Service. Unless otherwise stated, defined terms in this AUP have the same meaning as provided in the Terms of Service. HostGator may modify this AUP at any time without notice.

The Services provided by HostGator may only be used for lawful purposes. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Services. HostGator reserves the right to refuse service to anyone at our sole discretion. Any material or conduct that in our judgment violates this AUP in any manner may result in suspension or termination of the Services or removal of content with or without notice.

Failure to respond to a communication from our abuse department within the specified time period in our communication to you may result in the suspension or termination of the Services.

1. Prohibited Uses

1. You may not directly or indirectly use the Services in connection with any of the following, as determined in HostGator's sole discretion:
 1. You may not use the Services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject HostGator to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this AUP:
 1. Disclosing sensitive personal information about others;
 2. Storing personal or sensitive information, including without limitation, "Protected Health Information" as defined under the U.S. Health Insurance Portability and Accountability Act ("HIPAA");
 3. Phishing or engaging in identity theft;
 4. Distributing computer viruses, worms, Trojan horses or other malicious code;
 5. Promoting or facilitating prostitution or sex trafficking;
 6. Hosting ponzi or pyramid schemes, or websites that engage in unlawful or deceptive marketing practices;
 7. Hosting, distributing or linking to child sexual abuse material (CSAM) or content that is harmful to minors (CSAM will be suspended immediately without notice and reported to law enforcement or the National Center for Missing and Exploited Children);
 8. Engaging in the unlawful distribution of controlled substances, drug contraband or prescription medications (including without limitation, promotion, marketing, or sale of prescription medications without a valid prescription);
 9. Gambling;
 10. Promoting or facilitating violence or terrorist activities; or
 11. Infringing the intellectual property or other proprietary rights of others.
 2. Excessive Use of Resources or Network Abuse
You may not consume excessive amounts of server or network resources or use the Services in any way which results in server performance issues or which interrupts service for other customers. Prohibited activities that contribute to excessive use, include without limitation:
 1. Hosting or linking to an anonymous proxy server;
 2. Operating a file sharing site;
 3. Hosting scripts or processes that adversely impact our systems; or
 4. Utilizing software that interfaces with an Internet Relay Chat (IRC) network.
 3. Unauthorized System Access
You may not directly or indirectly use the Services to gain access to any network or system without permission, including without limitation
 1. Accessing another network without permission, including to probe or scan for vulnerabilities or breach security or authentication measures;
 2. Attacking other networks (e.g., utilizing botnets or other means to launch Denial of Service (DoS) or other attacks);
 3. Intercepting or monitoring data without permission; or
 4. Using any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology, to use, access, copy, index, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of HostGator's website or servers for any unauthorized purpose.
 4. Storage of Backups
You may not use your hosting account as a backup solution. Our Services are designed to host your website only and may not be used as a data repository. HostGator reserves the right to remove backups from your hosting account with or without notice.
 5. Zero Tolerance Spam Policy
 1. Any user account which causes or results in our IP space being blacklisted will be immediately suspended and/or terminated.
 2. Forging or misrepresenting message headers is prohibited.
 3. Websites advertised via spam (i.e. "Spamvertised") may not be hosted on our servers.
 4. You may not use the Services to sell contact lists or send email to any purchased lists (i.e. "Safe Lists").
 5. You may not use the Services to send spam or bulk unsolicited messages. We may terminate with or without notice the account of any user who sends spam.

2. Enforcement

1. Your Services may be suspended or terminated with or without notice upon any violation of this AUP. Any violations may result in the immediate suspension or termination of your account.
2. HostGator reserves the right to disable or remove any content which is prohibited by this AUP, including to prevent harm to others or to HostGator or the Services, as determined in HostGator's sole discretion.
3. Violations will be reported to law enforcement as determined by HostGator in its sole discretion.
4. A failure to respond to an email from our abuse team within forty-eight (48) hours, or as otherwise specified in the communication to you, may result in the suspension or termination of your Services.
5. Websites hosted on HostGator's servers in the U.S. are generally governed by U.S. law. As a web host, HostGator is not the publisher of user generated content and we are not in a position to investigate the veracity of individual defamation claims. Rather, we rely on the legal system and courts to determine whether or not material is defamatory. In any case in which a court of competent jurisdiction, as determined in HostGator's sole discretion, orders material to be removed, HostGator will disable access to such material.

6. Notwithstanding the foregoing, HostGator users are responsible for using the Services in compliance with applicable laws in their jurisdiction, including without limitation, any laws relating to defamation, unsolicited emails, spamming, privacy, obscenity, and intellectual property infringement. HostGator reserves the right to take local legal considerations into account and to respond accordingly in HostGator's sole discretion.
7. Enforcement of this AUP is at HostGator's sole discretion.

3. Reporting Violations

To report a violation of HostGator's AUP or infringement of intellectual property, please complete the form [here](#).

This file was last modified on 08/08/2023

Domain Registration Agreement

- [Terms of Service](#)
- [Acceptable Use Policy](#)
- [Domain Registration Agreement](#)
- [Professional Services Agreement](#)
- [VPS Terms of Service](#)
- [Dedicated Mail Policy](#)
- [Email Policy](#)
- [Copyright Policy](#)
- [Affiliate Agreement](#)
- [Data Request Policy](#)
- [Website Transfer Agreement](#)
- [Pro Design Live Addendum](#)

General Terms

This Domain Registrant Agreement (hereinafter referred to as the "Agreement") between you ("you", "your" or "Registrant") and the Registrar of the Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward (the "Order") that you have registered/reserved through or transferred to Registrar, sets forth the terms and conditions of Registrar's domain name registration service and other associated services as described herein.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" and "Registrant" shall refer to such entity.

This Agreement explains our obligations to you, and your obligations to us in relation to each Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward that you have registered/reserved through or transferred to Registrar ("Order"), directly or indirectly, whether or not you have been notified about Registrar.

This Agreement will become effective when the term of your Order begins with Registrar and will remain in force until the Order remains as an active Order with Registrar. Registrar may elect to accept or reject the Order application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for a prohibited Order.

WHEREAS, Registrar is authorized to provide Internet registration and management services for domain names, for the list of TLDs mentioned within APPENDIX 'U';

AND WHEREAS, the Registrant is the Owner of a registration of a domain name ("the SLD") in any of the TLDs mentioned within APPENDIX 'U', directly or indirectly;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registrar and the Registrant, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1. "Business Day" refers to a working day between Mondays to Friday excluding all Public Holidays.
2. "Communications" refers to date, time, content, including content in any link, of all oral / transmitted / written communications / correspondence between Registrar, and the Registrant, and any Artificial Juridical Person, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity acting on their behalf.
3. "Customer" refers to the customer of the Order as recorded in the OrderBox Database.
4. "OrderBox" refers to the set of Servers, Software, Interfaces, Registrar Products and API that is provided for use directly or indirectly under this Agreement by Registrar and/or its Service Providers.
5. "OrderBox Database" is the collection of data elements stored on the OrderBox Servers.
6. "OrderBox Servers" refer to Machines / Servers that Registrar or its Service Providers maintain to fulfill services and operations of the OrderBox.
7. "OrderBox User" refers to the Customer and any Agent, Employee, Contractee of the Customer or any other Legal Entity, that has been provided access to the "OrderBox" by the Customer, directly or indirectly.
8. "Registrar" refers to the Registrar of record as shown in a Whois Lookup for the corresponding Order at the corresponding Registry Operator.

9. "Registrar Products" refer to all Products and Services of Registrar which it has provided/rendered/sold, or is providing/rendering/selling.
10. "Registrar Servers" refer to web servers, Mailing List Servers, Database Servers, OrderBox Servers, Whois Servers and any other Machines / Servers that Registrar or its Service Providers Operate, for the OrderBox, the Registrar Website, the Registrar Mailing Lists, Registrar Products and any other operations required to fulfill services and operations of Registrar.
11. "Registrar Website" refers to the website of the Registrar.
12. "Registry Operator" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that is involved in the management of any portion of the registry of the TLD, including but not limited to policy formation, technical management, business relationships, directly or indirectly as an appointed contractor.
13. "Resellers" - The Registrant may purchase the Order through a reseller, who in turn may purchase the same through a reseller and so on (collectively known as the "Resellers").
14. "Service Providers" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that the Customer and/or Registrar and/or Service Providers (recursively) may, directly or indirectly, Engage / Employ / Outsource / Contract for the fulfillment / provision / purchase of Registrar Products, OrderBox, and any other services and operations of Registrar.
15. "Whois" refers to the public service provided by Registrar and Registry Operator whereby anyone may obtain certain information associated with the Order through a "Whois Lookup".
16. "Whois Record" refers to the collection of all data elements of the Order, specifically its Registrant Contact Information, Administrative Contact Information, Technical Contact Information, Billing Contact Information, Nameservers if any, its Creation and Expiry dates, its Registrar and its current Status in the Registry.

2. OBLIGATIONS OF THE REGISTRANT

1. The Registrant agrees to provide, maintain and update, current, complete and accurate information of the Whois Record and all the data elements about the Order in the OrderBox Database during the term of the Order. Registrant agrees that provision of inaccurate or unreliable information, and/or Registrant's failure to promptly update information, or non-receipt of a response for over five (5) calendar days to inquiries sent to the email address of the Registrant or any other contact listed for the Order in the OrderBox database concerning the accuracy of contact information associated with the Order shall be constituted as a breach of this Agreement and a basis for freezing, suspending, or deleting that Order.
2. The Registrant acknowledges that in the event of any dispute and/or discrepancy concerning the data elements of the Order in the OrderBox Database, the data element in the OrderBox Database records shall prevail.
3. The Registrant acknowledges that the authentication information for complete control and management of the Order will be accessible to the Registry Operator, Service Providers, Resellers and the Customer. Any modification to the Order by the Resellers, Customer or Service Providers will be treated as if it is authorized by the Registrant directly. Registrar is not responsible for any modification to the Order by the Customer, Resellers, Registry Operator, or Service Providers.
4. The Registrant acknowledges that all communication about the Order will be only done with the Customer or the Resellers of the Order. Registrar is not required to, and may not directly communicate with the Registrant during the entire term of the Order.
5. The Registrant shall comply with all terms or conditions established by Registrar, Registry Operator and/or Service Providers from time to time.
6. The Registrant must comply with all applicable terms and conditions, standards, policies, procedures, and practices laid down by ICANN (<http://www.icann.org/en/registrars/registant-rights-responsibilities-en.htm>) and the Registry Operator.
7. During the term of this Agreement and for three years thereafter, the Registrant shall maintain the following records relating to its dealings with Registrar, Resellers and their Agents or Authorized Representatives:
 1. in electronic, paper or microfilm form, all written communications with respect to the Order;
 2. in electronic form, records of the accounts of the Order, including dates and amounts of all payments, discount, credits and refunds.
8. The Registrant shall make these records available for inspection by Registrar upon reasonable notice not exceeding 14 days.

3. REPRESENTATIONS AND WARRANTIES

1. Registrar and Registrant represent and warrant that:
 1. They have all requisite power and authority to execute, deliver and perform their obligations under this Agreement.
 2. This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation, enforceable against Registrant and Registrar in accordance with its terms.
 3. The execution, delivery, and performance of this Agreement and the consummation by Registrar and the Registrant of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate:
 1. any provision of law, rule, or regulation;
 2. any order, judgment, or decree;
 3. any provision of corporate by-laws or other documents;
 4. any agreement or other instrument.
 5. The execution, performance and delivery of this Agreement has been duly authorized by the Registrant and Registrar.
 6. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated hereby.
2. The Registrant represents and warrants that:

1. the Registrant has read and understood every clause of this Agreement;
2. the Registrant has independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement; and
3. the Registrant is eligible, to enter into this Contract according to the laws of his country.

4. RIGHTS OF REGISTRAR, REGISTRY OPERATOR AND SERVICE PROVIDERS

1. Registrar, Service Providers and Registry Operator may change any information, of the Order, or transfer the Order to another Registrant, or transfer the Order to another Customer, upon receiving any authorization from the Registrant, or the Customer, or Resellers as maybe prescribed by Registrar from time to time.
2. Registrar, Service Providers and Registry Operator may provide/send any information, about the Registrant, and the Order including Authentication information:
 1. to the Registrant;
 2. to any authorized representative, agent, contractee, employee of the Registrant upon receiving authorization in any form as maybe prescribed by Registrar from time to time
 3. to the Customer, Resellers, Service Providers and Registry Operator;
 4. to anyone performing a Whois Lookup for the Order.
3. Registrar in its own discretion can at any point of time with reasonable notification temporarily or permanently cease to sell any Registrar Products.
4. Registrar and the Registry Operator, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within 30 days of processing the same. In such case Registrar may refund the fees charged for the Order, after deducting any processing charges for the same.
5. Notwithstanding anything to the contrary, Registrar, Registry Operator and Service Providers, in their sole discretion, expressly reserve the right to without notice or refund, delete, suspend, deny, cancel, modify, take ownership of or transfer the Order, or to modify, upgrade, suspend, freeze OrderBox, or to publish, transmit, share data in the OrderBox Database with any person or entity, or to contact any entity in the OrderBox Database, in order to recover any Payment from the Registrant, Customer or Resellers, for any service rendered by Registrar including services rendered outside the scope of this agreement for which the Registrant, Customer or Reseller has been notified and requested to remit payment, or to correct mistakes made by Registrar, Registry Operator or Service Providers in processing or executing the Order, or in case of any breach of this Agreement, or in case Registrar learns of a possibility of breach or violation of this Agreement which Registrar in its sole discretion determines to be appropriate, or in case of Termination of this agreement, or if Registrar learns of any such event which Registrar reasonably determines would lead to Termination of this Agreement or would constitute as Breach thereof, or to protect the integrity and stability of the Registrar Products, OrderBox, and the Registry or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in accordance/compliance with any agreements executed by Registrar including but not limited to agreements with Service Providers, and/or Registry Operator, and/or Customers and/or Resellers, or to avoid any liability, civil or criminal, on the part of Registrar and/or Service Providers, and/or the Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Registrant and/or Agents or any other authorized representatives of the Registrant violate any applicable laws/government rules/usage policies, including but not limited to, intellectual property, copyright, patent, anti-spam, Phishing (identity theft), Pharming (DNS hijacking), distribution of virus or malware, child pornography, using Fast Flux techniques, running Botnet command and control, Hacking (illegal access to another computer or network), network attacks, money laundering schemes (Ponzi, Pyramid, Money Mule, etc.), illegal pharmaceutical distribution, or Registrar learns of the possibility of any such violation or upon appropriate authorization (what constitutes appropriate authorization is at the sole discretion of Registrar) from the Registrant or Customer or Reseller or their authorized representatives, or if Registrar, Registry Operator or Service Providers in their sole discretion determine that the information associated with the Order is inaccurate, or has been tampered with, or has been modified without authorization, or if Registrar or Service Providers in their sole discretion determine that the ownership of the Order should belong to another entity, or if Reseller/Customer/Registrant does not comply with any applicable terms and conditions, standards, policies, procedures, and practices laid down by Registrar, Service Providers, ICANN, the Registrar, the Registry Operator or for any appropriate reason. Registrar or Registry Operator, also reserve the right to freeze the Order during resolution of a dispute. The Registrant agrees that Registrar, Registry Operator and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Registrar, Registry Operator and Service Providers, are not liable for loss or damages that may result from any of the above.
6. Registrar and Service Providers can choose to redirect an Order to any IP Address including, without limitation, to an IP address which hosts a parking page or a commercial search engine for the purpose of monetization, if an Order has expired, or is suspended, or does not contain valid Name Servers to direct it to any destination. Registrant acknowledges that Registrar and Service Providers cannot and do not check to see whether such a redirection, infringes any legal rights including but not limited to intellectual property rights, privacy rights, trademark rights, of Registrant or any third party, or that the content displayed due to such redirection is inappropriate, or in violation of any federal, state or local rule, regulation or law, or injurious to Registrant or any third party, or their reputation and as such is not responsible for any damages caused directly or indirectly as a result of such redirection.
7. Registrar and Registry Operator has the right to rectify any mistakes in the data in the OrderBox Database with retrospective effect.

5. DISPUTE PROCESS

The Registrant agrees that, if the use of the Order is challenged by a third party, the Registrant will be subject to the provisions of the appropriate Dispute policy for that Order as mentioned in the appropriate Appendix in effect at the time of the dispute. The Registrant agrees that in the event a dispute arises with any third party, the Registrant will indemnify and hold Registrar, Registry Operator and Service Providers harmless in all circumstances, and that Registrar, Registry Operator and Service Providers will have no liability of any kind for any loss or liability resulting from any such dispute, including the decision and final outcome of such dispute. If a complaint has been filed with a judicial or administrative body regarding the Registrant's use of the Order, the

Registrant agrees not to make any changes to the Order without Registrar's prior approval. Registrar may not allow the Registrant to make changes to such Order until:

1. Registrar is directed to do so by the judicial or administrative body; or
2. Registrar receives notification, in a manner prescribed by Registrar from time to time, by the Registrant and the other party contesting the Registrant registration or use of the Order, that the dispute has been settled.

6. TERM OF AGREEMENT / RENEWALS

1. The term of this Agreement shall continue until the registrant of the Order in the OrderBox database continues to be the Registrant and the Order continues to exist and the Order Registration term continues to exist.
2. Registrant acknowledges that it is the Registrant's responsibility to keep records and maintain reminders regarding the expiry of any Order. As a convenience to the Registrant, and not as a binding commitment, we may notify the Customer, via an email message sent to the contact information associated with the Customer in the OrderBox database, about the expiry of the Order. Should renewal fees go unpaid for an Order, the Order will expire.
3. Registrant acknowledges that after expiration of the term of an Order, Registrant has no rights on such Order, or any information associated with such Order, and that ownership of such Order now passes on to the Registrar. Registrar and Service Providers may make any modifications to said Order or any information associated with said Order. Registrar and Service Providers may intercept any network/communication requests to such Order and process them in any manner in their sole discretion. Registrar and Service Providers may choose to monetize such requests in any fashion at their sole discretion. Registrar and Service Providers may choose to display any appropriate message, and/or send any response to any user making a network/communication request, for or concerning said Order. Registrar and Service Providers may choose to delete said Order at anytime after expiry upon their sole discretion. Registrar and Service Providers may choose to transfer the ownership of the Order to any third party in their sole discretion. Registrant acknowledges that Registrar and Service Providers shall not be liable to Registrant or any third party for any action performed under this clause.
4. Registrar at its sole discretion may allow the renewal of the Order after Order expiry, and such renewal term will start as on the date of expiry of the Order, unless otherwise specified. Such process may be charged separately at the price then prevailing for such a process as determined by the Registrar in its sole discretion. Such renewal after the expiry of the Order may not result in exact reinstatement of the Order in the same form as it was prior to expiry.
5. Registrar makes no guarantees about the number of days, after deletion of an Order, after which the same Order will once again become available for purchase.
6. This Agreement shall terminate immediately in the event:
 1. Registrar's contract with the Service Providers for the fulfillment of such Order is terminated or expires without renewal;
 2. Registrar's contract with the Registry Operator is terminated or expires without renewal;
 3. Registry Operator ceases to be the Registry Operator for the particular TLD;
 4. of Registrant-Registrant Transfer as per Section 8;
 5. of Registrar-Registrar Transfer as per Section 9.
7. Upon Termination of this Agreement, Registrar may delete/suspend/transfer/modify the Order and suspend OrderBox Users' access to the OrderBox with immediate effect, upon the sole discretion of Registrar.
8. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, unless specified otherwise. The Registrant however shall be liable for any damage arising from any breach by it of this Agreement.

7. FEES / RENEWAL

Payment of fees shall be governed as per the Payment Terms and Conditions set out in Appendix 'B.'

8. REGISTRANT - REGISTRANT TRANSFER

1. Registrar may transfer the Order of the Registrant to another registrant under the following circumstances:
 1. authorization from the Registrant and/or their Agent or Authorized Representative in a manner prescribed by Registrar from time to time;
 2. authorization from the Customer and/or the Reseller in a manner prescribed by Registrar;
 3. on receiving orders from a competent Court or Law Enforcement Agency;
 4. for fulfillment of a decision in a domain dispute resolution;
 5. breach of Contract;
 6. termination of this Agreement;
 7. Registrar learns of any such event, which Registrar reasonably determines would lead to Termination of this Agreement, or would constitute as Breach thereof.
2. Registrant acknowledges that Registrar cannot verify the authenticity of any information, authorization or instructions received in Section (8)(1). Upon receiving such authorization that Registrar in its absolute unfettered and sole discretion deems to be genuine, Registrar may transfer the Order. Registrar cannot be held liable for any such transfer under any circumstance including but not limited to fraudulent or forged authorization received by Registrar.
3. In the above circumstances the Registrant shall extend full cooperation to Registrar in transferring the Order of the Registrant to another registrant including without limitation, handing over all data required to be stored by the Registrant as per Section 3(5), and complying with all requirements to facilitate a smooth transfer.
4. The Registrant's Order may not be transferred until Registrar receives such written assurances or other reasonable assurance that the new registrant has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by Registrar in its sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determined by Registrar in its sole discretion) to the terms and conditions in this Agreement, any such transfer may be considered by Registrar as null and void in its sole discretion.

9. REGISTRAR-REGISTRAR TRANSFER

1. For generic top-level domains governed by ICANN, Registrant acknowledges and agrees that a domain name may not be transferred during the first sixty (60) days after initial registration or registrar transfer. Registrar may deny or prevent a transfer of a generic top-level domain Order to another registrar pursuant to the Inter-Registrar Transfer Policy ([available here](#)).

2. For country-code top-level domains, as established by each registry, Registrant acknowledges and agrees that during the first 60 days after initial registration of the Order, or after expiration of the Order, Registrant may not be able to transfer the Order to another registrar. Registrar may deny or prevent a transfer of an Order to another registrar in situations described in this Agreement including, but not limited to:
 1. a dispute over the identity of the domain name holder;
 2. bankruptcy; and default in the payment of any fees;
 3. any pending dues from the Customer or Resellers' or Registrant for any services rendered, whether under this agreement;
 4. any pending Domain Dispute Resolution process with respect to the Order;
 5. if the Order has been locked or suspended by the Customer or Resellers;
 6. any situation where denying the transfer is permitted under the then applicable process and rules of transfer of domain names as laid out by the Registry Operator, Registrant acknowledges that it is their responsibility to research and acquaint themselves with these rules and any applicable changes from time to time;
 7. any other circumstance described in this Agreement; and
 8. for any other appropriate reason.
3. Registrar may request the Registrant (or any other contact associated with the Order) for authorization upon receiving a request to transfer the Order to another registrar. The Registrant agrees to provide such authorization to Registrar. Registrar, in its sole discretion will determine if such authorization is adequate to allow the transfer.
4. Registrar may at its sole discretion lock or suspend the Order to prevent a domain transfer.
5. Registrar cannot be held liable for any domain name transferred away to another registrar, or for any denial of a transfer, in accordance with this Section 9 (Registrar-Registrar Transfer).

10. CHANGE OF REGISTRANT

Effective December 1, 2016, for all gTLDs, any material changes to a domain name registrant's name, company, email address, or to the administrative contact email address (if there is no registrant email address) are subject to ICANN's Transfer Policy (available at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>).

Unless a change of registrant is otherwise prohibited, the Prior Registrant and the New Registrant, or their Designated Agents, must confirm the change of registrant within 60 days of the request.

Unless you opt out of the transfer lock when you request a change of registrant, you may not transfer your domain registration to another domain registrar for sixty (60) days following the change of registrant.

We are required to deny a change of registrant for any of the following reasons:

1. the domain name registration agreement has expired and the registrant no longer has the right to renew the domain name or to transfer the domain name to another registrar;
2. the change of registrant was not properly authorized by the Prior Registrant and the New Registrant; or
3. the domain name is subject to a domain name dispute proceeding, including, but not limited to, the following:
 1. Uniform Domain-Name Dispute-Resolution Policy (UDRP) (<https://www.icann.org/resources/pages/help/dndr/udrp-en>);
 2. Uniform Rapid Suspension (URS) (<https://www.icann.org/resources/pages/urs-2014-01-09-en>);
 3. Registrar Transfer Dispute Resolution Policy (<https://www.icann.org/resources/pages/tdrp-2012-02-25-en>); or
 4. a court order.

11. DESIGNATED AGENT

You hereby explicitly authorize us to act as Designated Agent to approve a change of registrant on behalf of the Prior Registrant and the New Registrant, consistent with the requirements of ICANN's Transfer Policy (<https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>).

12. LIMITATION OF LIABILITY

IN NO EVENT WILL REGISTRAR, REGISTRY OPERATOR OR SERVICE PROVIDERS OR CONTRACTORS OR THIRD PARTY BENEFICIARIES BE LIABLE TO THE REGISTRANT FOR ANY LOSS OF REGISTRATION AND USE OF THE ORDER, OR FOR INTERRUPTIONS OF BUSINESS, OR ANY SPECIAL, INDIRECT, ANCILLARY, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF REGISTRAR AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REGISTRAR FURTHER DISCLAIMS ANY AND ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO:

1. LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF AUTHENTICATION INFORMATION;
2. LOSS OR LIABILITY RESULTING FROM FORCE MAJEURE EVENTS AS STATED IN SECTION 21 OF THIS AGREEMENT;
3. LOSS OR LIABILITY RESULTING FROM ACCESS DELAYS OR ACCESS INTERRUPTIONS;
4. LOSS OR LIABILITY RESULTING FROM NON-DELIVERY OF DATA OR DATA MISS-DELIVERY;
5. LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR REGISTRAR PRODUCT(S) PROVIDED UNDER THIS AGREEMENT;
6. LOSS OR LIABILITY RESULTING FROM THE INTERRUPTION OF SERVICE.

If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against Registrar by the Registrant, then in no event will the liability of Registrar exceed actual amount received by Registrar for the Order minus direct expenses incurred with respect to the Order.

REGISTRANT ACKNOWLEDGES THAT THE CONSIDERATION RECEIVED BY REGISTRAR IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL

PURPOSE OF ANY REMEDY. IN NO EVENT WILL THE LIABILITY OF REGISTRAR RELATING TO THIS AGREEMENT EXCEED TOTAL AMOUNT RECEIVED BY REGISTRAR IN RELATION TO THE ORDER.

13. INDEMNIFICATION

1. The Registrant, at its own expense, will indemnify, defend and hold harmless, Registrar, Service Provider, Registry Operator, Resellers and the contactors, employees, directors, officers, representatives, agents and affiliates, of Registrar, Registry Operator, Service Providers, and Resellers against any claim, suit, action, or other proceeding brought against them based on or arising from any claim or alleged claim, of third parties relating to or arising under this Agreement, Registrar Products provided hereunder, or any use of the Registrar Products, including without limitation:
 1. infringement by the Registrant, or someone else using a Registrar Product with the Registrant's computer, of any intellectual property or other proprietary right of any person or entity;
 2. arising out of any breach by the Registrant of this Agreement;
 3. arising out of, or related to, the Order or use of the Order;
 4. relating to any action of Registrar as permitted by this Agreement;
 5. relating to any action of Registrar carried out on behalf of Registrant as described in this Agreement.However, that in any such case Registrar may serve either of the Registrant with notice of any such claim and upon their written request, Registrar will provide to them all available information and assistance reasonably necessary for them to defend such claim, provided that they reimburse Registrar for its actual costs.
2. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registrant's prior written consent, which shall not be unreasonably withheld.
3. The Registrant will pay any and all costs, damages, and expenses, including, but not limited to, actual attorneys' fees and costs awarded against or otherwise incurred by Registrar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

14. INTELLECTUAL PROPERTY

Subject to the provisions of this Agreement, each Party will continue to independently own his/her/its intellectual property, including all patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.

Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by Registrar to the Registrant, or by any disclosure of any Confidential Information to the Registrant under this Agreement.

Registrant shall further ensure that the Registrant does not infringe any intellectual property rights or other rights of any person or entity, or does not publish any content that is libelous or illegal while using services under this Agreement. Registrant acknowledges that Registrar cannot and does not check to see whether any service or the use of the services by the Registrant under this Agreement, infringes legal rights of others.

15. OWNERSHIP AND USE OF DATA

1. You agree and acknowledge that Registrar owns all data, compilation, collective and similar rights, title and interests worldwide in the OrderBox Database, and all information and derivative works generated from the OrderBox Database.
2. Registrar, Service Providers and the Registry Operator and their designees/agents have the right to backup, copy, publish, disclose, use, sell, modify, process this data in any form and manner as maybe required for compliance of any agreements executed by Registrar, or Registry Operator or Service Providers, or in order to fulfill services under this Agreement, or for any other appropriate reason.

16. DELAYS OR OMISSIONS; WAIVERS

No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing.

17. RIGHT TO SUBSTITUTE UPDATED AGREEMENT

1. During the period of this Agreement, the Registrant agrees that Registrar may:
 1. revise the terms and conditions of this Agreement; and
 2. change the services provided under this Agreement
2. Registrar, or the Registry Operator or any corresponding/designated policy formulating body may revise ANY of the Dispute policies, and eligibility criterias set forth in the various appendices as well as in any of the external URLs referenced within the appendices.
3. Any such revision or change will be binding and effective immediately on posting of the revision on the Registrar Website or the corresponding URL referenced in this Agreement.
4. The Registrant agrees to review the Registrar Website and all other URLs referenced in this Agreement, periodically, to be aware of any such revisions.
5. The Registrant agrees that, continuing use of the services under this Agreement following any revision, will constitute as an acceptance of any such revisions or changes.
6. The Registrant acknowledges that if the Registrant does not agree to any such modifications, the Registrant may terminate this Agreement within 30 days of such revision. In such circumstance Registrar will not refund any fees paid by the Registrant.

18. PUBLICITY

The Registrant shall not create, publish, distribute, or permit any written / Oral / electronic material that makes reference to us or our Service Providers or uses any of Registrar's registered Trademarks / Service Marks or our Service Providers' registered Trademarks / Service Marks without first submitting such material to us and our Service Providers and receiving prior written consent.

The Registrant gives Registrar the right to use the Registrant names in marketing / promotional material with regards to Registrar Products to Visitors to the Registrar Website, Prospective Clients and existing and new customers.

19. TAXES

The Registrant shall be responsible for sales tax, consumption tax, transfer duty, custom duty, octroi duty, excise duty, income tax, and all other taxes and duties, whether international, national, state or local, however designated, which are levied or imposed or may be levied or imposed, with respect to this Agreement and the Registrar Products.

20. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, riot, war or military operations, national or local emergency, acts or directives or omissions of government or other competent authority, compliance with any statutory obligation or executive order, strike, lock-out, work stoppage, industrial disputes of any kind (whether or not involving either party's employees), any Act of God, fire, lightning, explosion, flood, earthquake, eruption of volcano, storm, subsidence, weather of exceptional severity, equipment or facilities breakages / shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of non performance as soon as possible.

21. ASSIGNMENT / SUBLICENS

Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the Parties; provided, however, that any such successor or assign be permitted pursuant to the Articles, Bylaws or policies of Registrar.

The Registrant shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person/s except as provided for in Section 8 (REGISTRANT - REGISTRANT TRANSFER) or with the prior written consent of Registrar.

Registrant agrees that if Registrant licenses the use of the Order to a third party, the Registrant nonetheless remains the Registrant of record, and remains responsible for all obligations under this Agreement.

22. NO GUARANTY

The Registrant acknowledges that registration or reservation of the Order does not confer immunity from objection to the registration, reservation, or use of the Order.

23. DISCLAIMER

THE ORDERBOX, REGISTRAR SERVERS, OrderBox Servers, Registrar Website AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IS PROVIDED ON "AS IS" AND "WHERE IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND.

REGISTRAR AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND / OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT OF THIRD PARTY RIGHTS AND QUALITY/AVAILABILITY OF TECHNICAL SUPPORT.

REGISTRAR AND SERVICE PROVIDERS ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY IN CONNECTION WITH YOUR ACCESS TO, USE OF, ORDERBOX OR BY ACCESSING REGISTRAR SERVERS. WITHOUT LIMITING THE FOREGOING, REGISTRAR AND SERVICE PROVIDERS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT (A) ANY INFORMATION/DATA/DOWNLOAD AVAILABLE ON OR THROUGH ORDERBOX OR REGISTRAR SERVERS WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR ANYTHING ELSE MANIFESTING DESTRUCTIVE PROPERTIES; OR (B) THE INFORMATION AVAILABLE ON OR THROUGH THE ORDERBOX/REGISTRAR SERVERS WILL NOT CONTAIN ADULT-ORIENTED MATERIAL OR MATERIAL WHICH SOME INDIVIDUALS MAY DEEM OBJECTIONABLE; OR (C) THE FUNCTIONS OR SERVICES PERFORMED BY REGISTRAR AND SERVICE PROVIDERS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE ORDERBOX WILL BE CORRECTED; OR (D) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR (E) THE SERVICES PROVIDED UNDER THIS AGREEMENT OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA. OR (F) YOU WILL RECEIVE NOTIFICATIONS, REMINDERS OR ALERTS FOR ANY EVENTS FROM THE SYSTEM INCLUDING BUT NOT LIMITED TO ANY MODIFICATION TO YOUR ORDER, ANY TRANSACTION IN YOUR ACCOUNT, ANY EXPIRY OF AN ORDER.

REGISTRAR AND SERVICE PROVIDERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OF THE INFORMATION AVAILABLE OR WITH RESPECT TO ITS LEGITIMACY, LEGALITY, VALIDITY, QUALITY, STABILITY, COMPLETENESS, ACCURACY OR RELIABILITY. REGISTRAR AND SERVICE PROVIDERS DO NOT ENDORSE, VERIFY OR OTHERWISE CERTIFY THE CONTENT OF ANY SUCH INFORMATION. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS, AS TO IMPLIED WARRANTIES, MAY NOT APPLY TO YOU.

FURTHERMORE, REGISTRAR NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE ORDERBOX, ORDERBOX SERVERS, REGISTRAR WEBSITE AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

24. JURISDICTION & ATTORNEY'S FEES

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Country, State and City where Registrar is incorporated, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in city, state, country where Registrar is incorporated. Registrar reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office, or Place of Management/Residence of the Registrant is situated as per the laws of that Country/State/District.

If any legal action or other legal proceeding relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

For the adjudication of disputes concerning or arising from use of the Order, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile and (2) the Registrar's country of incorporation.

25. MISCELLANEOUS

1. Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.
2. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.
3. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.
4. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.
5. Survival: In the event of termination of this Agreement for any reason, Sections 1, 2, 4, 5, 6, 7, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 9, 10, 11, 12, 13, 14, 16, 17, 18, 21, 22, 23, 23(3), 23(5), 23(7), 23(11), 24(2) and all of Appendix A, and all Sections of Appendix B, and Sections 1, 2, 3 of Appendix W shall survive.
6. This Agreement does not provide and shall not be construed to provide third parties (i.e. non-parties to this Agreement), with any remedy, claim, and cause of action or privilege against Registrar.
7. The Registrant, Registrar, its Service Providers, Registry Operator, Resellers, and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, and sales representative or employment relationship between the parties.
8. Further Assurances: Each Party hereto shall execute and/or cause to be delivered to the other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated / carried out, by / as a result of, this Agreement.
9. Construction: The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.
10. Entire Agreement; Severability: This Agreement, including all Appendices constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.
11. The division of this Agreement into Sections, Subsections, Appendices, Extensions and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used in the construction or interpretation of this Agreement.
12. This agreement may be executed in counterparts.
13. Language. All notices, designations, and specifications made under this Agreement shall be made in the English Language only.
14. Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Mumbai, India (IST) i.e. GMT+5:30

26. Breach

In the event that Registrar suspects breach of any of the terms and conditions of this Agreement:

1. Registrar can immediately, without any notification and without assigning any reasons, suspend / terminate the Registrants access to the OrderBox Server.
2. The Registrant will be immediately liable for any damages caused by any breach of any of the terms and conditions of this Agreement.
3. Registrar can immediately, without any notification and without assigning anreasons, delete / suspend / terminate / freeze the Order.

27. NOTICE

1. Any notice or other communication required or permitted to be delivered to Registrar under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered when delivered to contact address specified on the Registrar Website by registered mail or courier. Any communication shall be deemed to have been validly and effectively given, on the date of receiving such communication, if such date is a Business Day and such delivery was made prior to 17:30 (Indian Standard Time) and otherwise on the next Business Day.
2. Any notice or other communication required or permitted to be delivered to the Registrant under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, given and received when delivered to contact address of the Registrant in the OrderBox Database.
3. Any notice or other communication to be delivered to any party via email under this agreement shall be deemed to have been properly delivered if sent in case of Registrar to its Legal Contact mentioned on the Registrar Website and in case of the Registrant to their respective email address in the OrderBox Database.

TERMS AND CONDITIONS OF ORDERBOX USAGE

This Appendix A covers the terms of access to the OrderBox. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

1. ACCESS TO OrderBox

1. Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend OrderBox Users' access to the OrderBox in the event of significant degradation of the OrderBox, or at any time Registrar may deem necessary.
2. Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the OrderBox from time to time.
3. Access to the OrderBox is controlled by authentication information provided by Registrar. Registrar is not responsible for any action in the OrderBox that takes place using this authentication information whether authorized or not.
4. Registrar is not responsible for any action in the OrderBox by a OrderBox User.
5. OrderBox User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the OrderBox including, without Limitation temporary / permanent slow down of the OrderBox, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the OrderBox and architecture needed to continue operation thereof.
6. OrderBox User will not send or cause the sending of repeated unreasonable network requests to the OrderBox or establish repeated unreasonable connections to the OrderBox. Registrar will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable number of requests or connections.
7. OrderBox User will take reasonable measures and precautions to ensure secrecy of authentication information.
8. OrderBox User will take reasonable precautions to protect OrderBox Data from misuse, unauthorized access or disclosure, alteration, or destruction.
9. Registrar shall not be responsible for damage caused due to the compromise of your Authentication information in any manner OR any authorized/unauthorized use of the Authentication Information.
10. Registrar shall not be liable for any damages due to downtime or interruption of OrderBox for any duration and any cause whatsoever.
11. Registrar shall have the right to temporarily or permanently suspend access of a OrderBox User to the OrderBox if Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the OrderBox, or learns of any possible misuse that has occurred, or will occur with respect to a OrderBox User.
12. Registrar and Service Providers reserve the right to, in their sole discretion, reject any request, network connection, e-mail, or message, to, or passing through, OrderBox

2. Terms of USAGE OF ORDERBOX

1. Registrant, or its contractors, employees, directors, officers, representatives, agents and affiliates and OrderBox Users, either directly or indirectly, shall not use or permit use of the OrderBox, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or to promote adult-oriented or "offensive" material, or related to any unsolicited bulk e-mail directly or indirectly (such as by referencing an OrderBox provided service within a spam email or as a reply back address), or related to ANY unsolicited marketing efforts offline or online, directly or indirectly, or in a manner injurious to Registrar, Registry Operator, Service Providers or their Resellers, Customers, or their reputation, including but not limited to the following:
 1. Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.);
 2. posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic);
 3. sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider;
 4. offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spamware");
 5. advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software;
 6. harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Registrar;
 7. impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere;
 8. using OrderBox services to point to or otherwise direct traffic to, directly or indirectly, any material that, in the sole opinion of Registrar, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Registrar, to be threatening or obscene or inappropriate;
 9. using OrderBox directly or indirectly for any of the below activities activities:
 1. transmitting Unsolicited Commercial e-mail (UCE);
 2. transmitting bulk e-mail;
 3. being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist;
 4. posting bulk Usenet/newsgroup articles;
 5. Denial of Service attacks of any kind;
 6. excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Registrar in its sole discretion;
 7. copyright or trademark infringement;
 8. unlawful or illegal activities of any kind;
 9. promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse);

10. causing lossage or creating service degradation for other users whether intentional or inadvertent.
2. Registrar in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.
3. Data in the OrderBox Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Registrar:
 1. to perform services contemplated under this agreement; and
 2. to communicate with Registrar on any matter perta
4. Data in the OrderBox Database cannot specifically be used for any purpose listed below:
 1. Mass Mailing or SPAM; and
 2. selling the data.

PAYMENT TERMS AND CONDITIONS

- Registrar will accept payment for the Order from the Customer or Resellers.
- Registrant can refer to [\[this article\]](#) for fee charged by Registrar or HostGator for the Order. The Registrant acknowledges that the Registrar or Hostgator reserves the right to change the pricing without any prior notification.
- In the event that a payment made via Credit Card or the payment instrument sent by the Customer or Reseller bounces due to Lack of Funds or any other Reason, then
 - Registrar may immediately suspend OrderBox Users' access to the OrderBox
 - Registrar has the right to terminate this agreement with immediate effect and without any notice.
- Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may delete, suspend, deny, cancel, modify, take ownership of or transfer any or all of the Orders placed of the Registrant as well as stop / suspend / delete / transfer any Orders currently being processed.
- Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may Transfer all Orders placed by the Registrant to another Customer, or under Registrar's account.
- Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may levy reasonable additional charges for the processing of the Charge-back / Payment Reversal in addition to actual costs of the same.
- Registrar shall have the right to initiate any legal proceedings against the Registrant to recover any such liabilities.

.COM/.NET/.ORG SPECIFIC CONDITIONS

If the Order is a .COM/.NET/.ORG domain name, the Registrant, must also agree to the following terms:

1. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keepit current, complete and accurate. This information includes:

1. full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
2. the primary nameserver and secondary nameserver(s), if any for the domain name;
3. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
4. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
5. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

2. DOMAIN NAME DISPUTE POLICY

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

3. .

1. The Registrant shall be prohibited from distributing malware, abusively operating botnets, phishing, pharming, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law and providing (consistent with applicable law and any related procedures) consequences for such activities, including suspension of the registration of the Registered Name;
2. The Registrant shall acknowledge and agrees that Verisign reserves the right to deny, cancel, redirect or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2) to correct mistakes made by Verisign or any Registrar in connection with a domain name registration, (3) for the non-payment of fees to Verisign, (4) to protect against imminent and substantial threats to the security and stability of the Registry TLD, System, Verisign's nameserver operations or the internet, (5) to ensure compliance with applicable law, government rules or regulations, or pursuant to any legal order or subpoena of any government, administrative or governmental authority, or court of competent jurisdiction, and/or (6) to stop or prevent any violations of any terms and conditions of this Agreement, the Operational Requirements, or pursuant to Verisign's Registry Agreement with ICANN.

.BIZ SPECIFIC CONDITIONS

If the Order is a .BIZ domain name, the Registrant, must also agree to the following terms:

1. CONDITIONS FOR .BIZ REGISTRATIONS

1. Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .BIZ Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

1. to exchange goods, services, or property of any kind;
2. in the ordinary course of trade or business; or
3. to facilitate:
 1. the exchange of goods, services, information, or property of any kind; or
 2. the ordinary course of trade or business.
2. Registering a domain name solely for the purposes of
 1. selling, trading or leasing the domain name for compensation, or
 2. the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name

2. CERTIFICATION FOR .BIZ REGISTRATIONS

1. As a .BIZ domain name Registrant, you hereby certify to the best of your knowledge that the registered domain name will be used primarily for bona fide business or commercial purposes and not exclusively for personal use or solely for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .BIZ restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>.
2. The domain name Registrant has the authority to enter into the registration agreement.
3. The registered domain name is reasonably related to the Registrant's business or intended commercial purpose at the time of registration.

3. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

1. full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
2. the primary nameserver and secondary nameserver(s), if any for the domain name;
3. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
4. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
5. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

4. DOMAIN NAME DISPUTE POLICY

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference.

The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.

The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>

The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .BIZ domain name with any third party (other than Registry Operator or Registrar) over the registration or use of a .BIZ domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

.INFO DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .INFO domain name, the Registrant, must also agree to the following terms:

- Registrant agrees to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) as laid out at <http://www.icann.org/udrp/udrp.htm> and comply with the requirements set forth by Afiliias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are available at <http://www.afiliias.info>. These policies are subject to modification.
- Registrant acknowledges that Afiliias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation:
 - the ability or inability of a registrant to obtain a Registered Name during these periods, and
 - the results of any dispute over a Sunrise Registration.

.NAME SPECIFIC CONDITIONS

If the Order is a .NAME domain name, or a .NAME Email Forward, the Registrant, must also agree to the following terms:

1. .NAME REGISTRATION RESTRICTIONS

Domain Name and Email Forward Registrations in the .NAME TLD must constitute an individual's "Personal Name". For purposes of the .NAME restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

2. .NAME CERTIFICATIONS

As a .NAME domain name or Email Forward Registrant, you hereby certify to the best of your knowledge that the SLD is your Personal Name.

3. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information contained in the Whois directory, including:

1. full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
2. the primary nameserver and secondary nameserver(s), if any for the domain name;
3. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
4. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
5. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

4. DISPUTE POLICY

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference:

1. the Eligibility Requirements (the "Eligibility Requirements"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;
2. the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>; and
3. the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>

The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD email addresses will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding or during the landrush procedures in connection with the opening of the Registry TLD. The following categories of Personal Name Registrations may be registered:

1. the Personal Name of an individual;
2. the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name;
3. in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names.

The ERDRP applies to challenges to:

1. registered domain names and SLD email address registrations within .NAME on the grounds that a Registrant does not meet the Eligibility Requirements, and
2. to Defensive Registrations within .NAME.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than Global Name Registry ("Registry Operator") or Registrar over the registration and use of an Internet domain name registered by a Registrant.

5. NAME EMAIL FORWARD ADDITIONAL CONDITIONS

If the Order is a .NAME email forward, the Registrant, must also agree to the following additional terms and conditions:

1. You acknowledge that you are responsible for all use of Email Forwarding, including the content of messages sent through Email Forwarding.
2. You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and email usage.
3. Without prejudice to the foregoing, you undertake not to use Email Forwarding:
 1. to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;
 2. to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;
 3. to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or
 4. for spamming, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list
4. Users are not permitted to provide false names or in any other way to pose as somebody else when using Email Forwarding.
5. Registry Operator reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry Operator's Email Forwarding.

6. On discontinuing Email Forwarding, Registry Operator is not obliged to store any contents or to forward unsent email to you or a third party.

.NAME DEFENSIVE REGISTRATIONS SPECIFIC CONDITIONS

If the Order is a .NAME Defensive Registration, the Registrant, must also agree to the following terms:

1. DEFENSIVE REGISTRATIONS

Defensive Registrations allow owners of nationally registered marks to exclusively pre-register on the .NAME space and create a protective barrier for their trademarks. A "Defensive Registration" is a registration granted to a third party of a specific string on the second or third level, or of a specific set of strings on the second and third levels, which will not resolve within the domain name system but may prevent the registration of the same string(s) on the same level(s) by other third party applicants.

2. PHASES OF DEFENSIVE REGISTRATIONS

1. As a Defensive Registration Registrant ("Defensive Registrant"), you hereby certify to the best of your knowledge that for Phase I Defensive Registrations ("Phase I Defensive Registrants"), you own valid and enforceable trademark or service mark registrations having national effect that issued prior to November 7, 2011 for strings that are identical to the textual or word elements, using ASCII characters only, subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD. You understand that trademark or service mark registrations from the supplemental or equivalent Registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.
2. Phase II Defensive Registrants may apply for a Defensive Registration for any string or combination of strings.
3. Defensive Registrants, whether Phase I or Phase II shall comply with the following Eligibility Requirements, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>, the summary of which is as follows:
 1. There are two levels of Defensive Registrations, each of which is subject to payment of a separate fee;
 2. Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee;
 3. The Defensive Registrant must provide the information requested in Section 3(i) below;
 4. A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string.

3. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. You must provide contact information, including name, email address, postal address and telephone number, for use in disputes relating to the Defensive Registration. You understand and agree that this contact information will be provided as part of the Whois record for the Defensive Registration. You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

In addition to the information provided in subsection 1. above, Phase I Defensive Registrants must also provide:

1. the name, in ASCII characters, of the trademark or service mark being registered;
2. the date the registration issued;
3. the country of registration; and
4. the registration number or other comparable identifier used by the registration authority.

4. DISPUTE POLICY

If you registered a Defensive Registration, you agree that:

1. the Defensive Registration will be subject to challenge pursuant to the Eligibility Requirements Dispute Resolution Policy ("ERDRP");
2. if the Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registrant will pay the challenge fees; and
3. if a challenge is successful, then the Defensive Registration will be subject to the procedures described in Section 2(h) of Appendix L to the agreement of Global Name Registry ("Registry Operator") with the Internet Corporation for Assigned Names and Numbers ("ICANN"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;
4. if a Phase I Defensive Registration is successfully challenged on the basis that it did not meet the applicable Eligibility Requirements, the Defensive Registrant will thereafter be required to demonstrate, at its expense, that it meets the Eligibility Requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .NAME through any Registrar. In the event that the Defensive Registrant is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled;
5. The ERDRP applies to, among other things, challenges to Defensive Registrations within .NAME and is available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>.

5. CONSENT

Defensive Registrants may be asked to give their consent to allow individuals to share a part of their space. For example, if you have filed a Defensive Registration on PQR (which blocks out ANYSTRING.PQR.name and PQR.ANYSTRING.name), you may be asked to give consent to John Pqr to register JOHN.PQR.name if he can prove that PQR is his name. In such a circumstance, you will have five (5) days to respond to a request for consent.

.US Domain Registration Agreement

Should you seek to register a .US TLD ("usTLD") from NeuStar, Inc. ("Registry Operator"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .US domain registrations.

- You agree that your registration and use of .US TLD is subject to the usTLD Administrator Reservation of Rights policy (available [here](#)).

- You agree to comply with the usTLD Acceptable Use Policy (available [here](#)).
- You agree to comply with the usTLD Privacy Services Policy (available [here](#)). In addition, Registrar must inform the Registered Name Holder that any Registrant that intends to license use of a domain name to a third party is nonetheless the Registrant 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 Registrant licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name.
- You certify that the Registered Name Holder meets the requirements set out in the usTLD Nexus Requirements Policy (available [here](#)) to qualify to register a Registered Name and that the Registered Name Holder is either:
 - A citizen or permanent resident of the United States of America or any of its possessions or territories, whose primary place of domicile is in the United States of America or any of its possessions; or
 - A United States entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States, or a political subdivision thereof); or
 - A foreign entity or organization that has a bona fide presence in the United States.
- You agree that failure to abide by the usTLD Nexus Requirements Policy shall be a basis for cancellation of the domain (available [here](#)).
- You agree that for the adjudication of disputes concerning or arising from use of the usTLD, to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile, (2) where the registrar of record is located, and (3) the United States.
- You certify that, to the best of your knowledge, information or belief under penalty of fraud, the registered name has not been registered for and will not be used to (i) distribute malware, (ii) abusively operate botnets, (iii) engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or (iv) otherwise engage in activity that is contrary to U.S. law;
- You agree that failure to comply with the terms of the Registry Operator's Policies (available [here](#)) may result in suspension or termination of the domain.
- You represent that, to the best of your knowledge and belief, neither the registration of the domain, nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.
- You agree that the registration of your domain is subject to suspension, deletion, cancellation or transfer pursuant to any Registry Operator Policy, or pursuant to any registrar of record or Registry Operator procedure not inconsistent with such Policies to:
 - enforce usTLD Policies, as amended from time to time;
 - protect the integrity and stability of the Registry Operator, its operations, and the usTLD;
 - comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry Operator or you;
 - establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
 - respond to violations of this policy;
 - correct mistakes made by the Registry Operator or any registrar of record in connection with a registration or reservation.
- You agree to indemnify, defend and hold harmless Registry Operator and its registry operations service providers, including the directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require this indemnification obligation survive the termination or expiration of the registration agreement.
- You agree that you have received and hereby accept the terms and conditions of this Registration Agreement, including the Terms of Service, Privacy Notice, and Acceptable Use Policy with respect to processing of Personal Data which includes:
 - The purposes for which any Personal Data collected from you are intended;
 - The intended recipients or categories of recipients of the data (including Neustar and others who will receive the data from Neustar);
 - Which data are obligatory and which data, if any, are voluntary; and
 - How you can access and, if necessary, rectify the data held about you.
- You acknowledge that Registrar will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction and will not process the Personal Data collected from you as Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with Section 13 above.
- You agree that the Registry Operator retains the right to freeze a domain name during the resolution of a dispute either by: (i) rendering the domain name unresolvable; (ii) preventing the transfer of the domain name to another person, entity or registrar; or (iii) preventing any changes to the contact information associated with the domain name.
- You consent to the data processing as required by the Whois Accuracy Program Specification (available [here](#)) and the .US Privacy Notice (available [here](#)).

.IN DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .IN domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

1. neither the registration of the domain name nor the manner in which it is directly or indirectly used, infringes the legal rights of any third party, breaks any applicable laws or regulations, including discrimination on the basis of race, language, sex or religion, is used in bad faith or for any unlawful purpose;
2. your registered domain name is not contrary to public policy and the content of the website does not violate any Indian Laws.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the dispute policies as decided by the .IN Registry and published at <http://www.registry.in> that are incorporated herein and made a part of this Agreement by reference.

.EU DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .EU domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

1. neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;
2. you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder;
3. you are registering an .eu domain name as either:
 1. an undertaking having its registered office, central administration or principal place of business within the European Union Community; or
 2. an organisation established within the EU Community without prejudice to the application of national law; or
 3. a natural person resident within the EU Community.
4. you are of legal age to enter into this Agreement; and
5. you agree to comply with all applicable laws, regulations and policies of the .EU Registry. The details of the same can be obtained from <http://www.eurid.eu/>.

2. PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

1. the full name of the Registrant; where no name of a company or organisation is specified, the individual requesting registration of the Domain Name will be considered the Registrant; if the name of the company or the organisation is specified, then the company or organisation is considered the Registrant;
2. address and country within the European Union Community:
 1. where the registered office, central administration or principal place of business of the undertaking of the Registrant is located; or
 2. where the organisation of the Registrant is established; or
 3. where the Registrant resides;
3. e-mail address of the Registrant;
4. the telephone number where the Registrant can be contacted.

3. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under Domain Dispute policies set forth by the EU Registry. These policies are available in the EU Regulation 874/2004 at <http://www.eurid.eu> and are hereby incorporated and made an integral part of this Agreement.

4. SUSPENSION, CANCELLATION OR TRANSFER

Your registration of the domain name shall be subject to suspension, cancellation, or transfer:

1. pursuant to the rules set forth by the EU Registry within the EU Regulation 874/2004 or any other policy listed at <http://www.eurid.eu/>; or
2. to correct mistakes by Registrar or the EU Registry in registering the name; or
3. for the resolution of disputes concerning the domain name.

PRIVACY PROTECTION SERVICE SPECIFIC CONDITIONS

1. DESCRIPTION OF SERVICES

The Privacy Protection Service hides the contact details of the actual owner from appearing in the Whois LookupResult of his domain name.

2. IMPLEMENTATION DETAILS

1. Registrant acknowledges and agrees that the contact information being displayed in the Whois of a privacy protected Domain Order will be those designated by the Registrar, and
 1. any mail received via post at this Address would be rejected;
 2. any telephone call received at this Telephone Number, would be greeted with an electronic answering machine requesting the caller to email the email address listed in the Whois of this privacy protected domain name;
 3. the sender of any email to an email address listed in the Whois of this privacy protected domain name, will get an automated response email asking them to visit the URL <http://www.privacyprotect.org/> to contact the Registrant, Administrative, Billing or Technical Contact of a privacy protected domain name through an online form. This message would be relayed as an email message via <http://www.privacyprotect.org/> to the actual Registrant, Administrative, Billing or Technical Contact email address in the OrderBox Database.
2. Registrant agrees that we can not guarantee delivery of messages to either the Registrant, Administrative, Billing, Technical Contact, or Customer of a privacy protected Order, and that such message may not be delivered in time or at all, for any reason whatsoever. Registrar and Service Providers disclaim any and all liability associated with non-delivery of any messages relating to the Domain Order and this service.
3. Registrant understands that the Privacy Protection Service is only available for certain TLDs.

4. Irrespective of whether Privacy Protection is enabled or not, Registrants are required to fulfill their obligations of providing true and accurate contact information as detailed in the Agreement.
5. Registrant understands and acknowledges that Registrar in its sole, unfettered discretion, can discontinue providing Privacy Protection Services on the Order for any purpose, including but not limited to:
 1. if Registrar receives any abuse complaint for the privacy protected domain name, or
 2. pursuant to any applicable laws, government rules or requirements, requests of law enforcement agency, or
 3. for the resolution of disputes concerning the domain name, or
 4. for any other reason that Registrar in its sole discretion deems appropriate to switch off the Privacy Protection Services.

3. INDEMNITY

Registrant agrees to release, defend, indemnify and hold harmless Registrar, Service Providers, PrivacyProtect.org, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to the Privacy Protection services provided hereunder.

.UK DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .UK domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

1. you are aware that registering a .UK domain name, involves you contracting with the Nominet which is the .UK Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.nominet.uk/>.
2. you agree to comply with all applicable laws, regulations and policies of Nominet available on their website at <http://www.nominet.uk/>.

2. APPLICABLE POLICIES

You agree to adhere to the .COOP policies set forth on <http://www.nic.coop>, including but not limited to the requirement that third-and-higher-level domain names within your second level domain may only be used internally by you (absent a written license from the .COOP Sponsor).

3. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under the Dispute Resolution Service Policy set forth by Nominet. These policies are available at <http://www.nominet.uk/> and are hereby incorporated and made an integral part of this Agreement.

.TRAVEL DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .TRAVEL domain name, the Registrant, must also agree to the following terms:

1. PROVISION OF REGISTRATION DATA

Over and above the obligations already described in this Agreement, you are required to provide us the UIN (Unique Identification Number), as issued by the .TRAVEL Registry to an entity that is eligible to hold a .travel domain name.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current .TRAVEL TLD Charter Eligibility Dispute Resolution Policy as well as the Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/> that are incorporated herein and made a part of this Agreement by reference.

.WS DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .WS domain name, the Registrant, must also agree to the following terms:

1. GOVERNMENT USE OF DATA

You understand and agree that the .WS Registry 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 other to do so, all Data provided by You. "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.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference

.COOP DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .COOP domain name, the Registrant, must also agree to:

- the terms and conditions of the .COOP Registration Agreement with the .COOP Sponsor DCLLC (DotCoopLimited Liability Company), available at <http://www.nic.coop/terms.asp>; and
- the Verification & Eligibility Policy available at <http://www.nic.coop/verification.asp>; and
- the Charter Eligibility Dispute Resolution Policy ("CEDRP") and DotCoopDomain Name Dispute Resolution Policy ("DCDRP") found at <http://www.nic.coop/dispute.asp>; and
- the Transfer Policy found at <http://www.nic.coop/transferpolicy.asp>.
all of the above included herein by reference.

Where there is a conflict, contradiction or inconsistency between the provisions of this Appendix (.COOP DOMAIN NAME SPECIFIC CONDITIONS) and this DOMAIN REGISTRANT AGREEMENT, the provisions of this Appendix shall prevail in respect of all .COOP domain name registrations only.

In particular we draw the following to your attention:

1. ELIGIBILITY AND PRIVACY

You agree:

1. to meet all eligibility requirements mandated by .COOP Sponsor for registration of a .COOP name, as set forth in the .COOP Charter set out in <http://www.icann.org/tlds/agreements/coop/sponsorship-agmt-att1-05nov01.htm>.
2. in the event you are found not to be entitled to register a .COOP domain name for failure to meet .COOP Sponsor eligibility requirements, that the domain name may not be registered (and, if already registered, it will be deleted). You release the .COOP Sponsor from any and all liability stemming from deletion of any domain name. Deleted .COOP names will be returned to the pool of names available for registration. The privacy statement, located on the .COOP Sponsor's Web site at <http://www.nic.coop/privacy.asp> and incorporated herein by reference sets forth your and the .COOP Sponsor's rights and responsibilities with regard to your personal information.

2. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in the .COOP Sponsor's dispute policy as found at <http://www.nic.coop/dispute.aspx> as it may be modified at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold your .COOP Registrar and the .COOP Sponsor harmless pursuant to the terms and conditions set forth in the .COOP Domain Name Specific Conditions. If the .COOP Registrar or Sponsor are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without prior approval. Registrar may not allow you to make changes to such domain name record until (i) Registrar is directed to do so by the judicial or administrative body, or (ii) Registrar receives notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled.

CentralNIC DOMAIN NAME SPECIFIC CONDITIONS

If the Order is either a .EU.COM, .GB.COM, .THEADDRESSAPP, .AE.ORG, .KR.COM, .US.COM, .QC.COM, .DE.COM, .GB.NET, .NO.COM, .HU.COM, .JPN.COM, .UY.COM, .ZA.COM, .BR.COM, .CN.COM, .SA.COM, .SE.COM, .SE.NET, .UK.COM, .UK.NET or .RU.COM domain name, the Registrant, must also agree to the following terms:

1. GOVERNMENT USE OF DATA

You understand and agree that CentralNic 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 other to do so, all Data provided by 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.

2. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under Domain Dispute policies set forth by CentralNic. These policies are available at <http://www.centralnic.com> and are hereby incorporated and made an integral part of this Agreement.

.MOBI DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .MOBI domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

1. you are aware that registering a .MOBI domain name, involves you contracting with mTLD which is the .MOBI Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://mtd.mobi/system/files/Registrar-Registrant+Agreement+Text+%5BJan+09+revision%5D.pdf>.
2. you agree to comply with all applicable laws, regulations and policies of mTLD available on their website at <http://www.mtd.mobi/>.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

.ASIA DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .ASIA domain name, the Registrant, must also agree to the following terms:

1. DEFINITIONS

1. "Charter Eligibility Declaration Contact" ("CED Contact") is a contact that is designated to make the declaration that it meets the Charter Eligibility Requirement for registering a .ASIA domain name.
2. "Charter Eligibility Requirement" means the eligibility requirement set out in the .ASIA Charter, that the Registered Name Holder is required to comply with. The policy for such requirement, the "Charter Eligibility Requirement Policy" is stated on DotAsia's website at <http://policies.registry.asia>.

2. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

1. you are aware that registering a .ASIA domain name, involves you contracting with the .ASIA Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://policies.registry.asia>.
2. you are aware that every .ASIA domain name must specify a CED Contact, that is a legal entity or natural person in the DotAsia Community. The DotAsia Community is defined based on the geographical boundaries described by the ICANN Asia / Australia / Pacific region (<http://www.icann.org/montreal/geo-regions-topic.htm>).
3. you are aware that in the event you do not have a legal entity or natural person in the DotAsia Community, the Registrar allows you to designate a Registrar-assigned CED Contact, to facilitate your .asia domain name registration.
4. you have made known to the Charter Eligibility Declaration Contact (CED Contact), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder's legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to

time. Registered Name Holder acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

5. in the event of a domain name dispute both the CED Contact and the Registrant Contact can be named as the responding party, the CED Contact however is responsible only for acknowledging the dispute proceedings and to refer the case to the Registrant Contact. The Registrant Contact shall remain solely responsible for all operations and liabilities regarding the use of the domain.

3. DOMAIN DISPUTE POLICY

You agree to be bound by the current ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), available at <http://www.icann.org/dndr/udrp/policy.htm> and ICANN's Charter Eligibility Dispute Resolution Policy (CEDRP), available at <http://www.icann.org/udrp/cedrp-policy.html>, that are incorporated herein and made a part of this Agreement by reference.

.ME DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .ME domain name, the Registrant, must also agree to the following terms:

You shall comply with all registry policies and all other standards, policies, procedures, and practices which the Montenegrin government requires the .ME registry to implement in accordance with the Registry Registration Agreement or otherwise.

You shall comply with all operational standards, policies, procedures, and practices for the .ME registry system established from time to time by the .ME registry.

You shall consent to the use, copying, distribution, publication, modification, and other processing of the registrant's personal data by the .ME registry and its designees and agents in a manner consistent with the purposes of the .ME Registry-Registrar Registration Agreement.

You shall submit to proceedings comments under any dispute policy implemented by the .ME registry, including, without limitation, the Domain Name Dispute Resolution Policy ("DRP") referenced on the .ME registry's website at www.domain.me.

You shall agree to be bound by the terms and conditions of the initial launch and general operation of the .ME TLD, including, without limitation, the sunrise and land rush periods, and the corresponding dispute resolution policies.

You acknowledge the .ME registry has no liability of any kind for any loss or liability resulting from the proceedings and processes related to the sunrise or land rush periods, including, without limitation: (a) the ability or inability to obtain a .ME registered domain name during these periods; and (b) the results of any dispute procedures.

You acknowledge and agree that the .ME registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain names(s) on registry lock, hold, or similar status, that it deems necessary, in its sole discretion to (b) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of the .ME registry, as well as its owners, affiliates, subsidiaries, officers, directors, and employees for violations of any policies, terms, or conditions established by the .ME registry, including, without limitation, the .ME registry policies; and (d) to correct mistakes made by the .ME registry or Registrar in connection with a domain name registration. The .ME registry also reserves the right to place a domain name on registry, lock, hold, or similar status during resolution of a dispute proceeding.

You shall submit to proceedings commenced under other dispute policies as set forth by the .ME registry from time to time, including, but not limited to, expedited processes for suspension of a domain name by claims brought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security, and integrity of the .ME registry system for the .ME top level domain.

You hereby agree to indemnify, to the maximum extent permitted by law, defend and hold harmless doMEn, d.o.o., and its owners, subsidiaries, affiliates, subcontractors, and agents, and their respective directors, officers, employees, affiliates, and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use.

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

1. you are aware that registering a .ME domain name, involves you contracting with the doMEn, d.o.o. Registry which is the .ME Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.domain.me/>.
2. you agree to comply with all applicable laws, regulations and policies of doMEn, d.o.o. available on their website at <http://www.domain.me/>.

2. DOMAIN DISPUTE POLICY

You agree to submit to proceedings under the Dispute Resolution Service Policy set forth by doMEn, d.o.o.. These policies are available at <http://www.domain.me/> and are hereby incorporated and made an integral part of this Agreement.

.TEL DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .TEL domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

1. you are aware that registering a .TEL domain name, involves you contracting with the telnic which is the .TEL Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.telnic.org/>.
2. you are aware that registering a .TEL domain name, requires you to submit atleast one communications contact such as a telephone number, an email address, an instant-messaging handle or a web link associated with you.

2. DOMAIN DISPUTE POLICY

You agree to be bound by the current ICANN's Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

LIST OF TLDS REGISTRAR IS AUTHORIZED TO PROVIDE DOMAIN NAME REGISTRATION AND MANAGEMENT SERVICES

- .COM, .NET (through Registrar Launchpad, Inc.)

- .ORG (through Registrar Launchpad, Inc.)
- .BIZ (through Registrar Launchpad, Inc.)
- .INFO (through Registrar Launchpad, Inc.)
- .NAME and .NAME Defensive Registrations and .NAME Mail Forwards (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .US (through Registrar Launchpad, Inc.)
- .IN (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .EU (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .UK (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .TRAVEL (through Registrar Direct Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- .WS (through Registrar Direct Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- .COOP (through Registrar The Midcounties Co-operative Ltd)
- CentralNIC (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .MOBI (through Registrar Direct Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- .ASIA (through Registrar Direct Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- .ME (through Registrar Direct Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- .TEL (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .MN, .BZ (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .CC, .TV (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .CN (through Registrar Direct Web Services Pvt. Ltd)
- .NZ (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .CO (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .CA (through Registrar PublicDomainRegistry.com Inc)
- .DE (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .ES (through Registrar Direct Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .AU (through Registrar Public Domain Registry Pty Ltd.)

.CN DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .CN domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CN domain name, involves you contracting with the CNNIC which is the .CN Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.cnnic.cn>.

2. DOMAIN DISPUTE POLICY

If the Order is a .CN domain name, the Registrant, must also agree to be bound by the current CNNIC Domain Name Dispute Resolution Policy, available at <http://www.cnnic.cn/> that is incorporated herein and made a part of this Agreement by reference.

.NZ DOMAIN NAME SPECIFIC CONDITIONS

Registrar and registrant are bound by the policies, at <http://dnc.org.nz/policies>, that are incorporated herein and made a part of this Agreement by reference.

In the case of any conflict between .NZ and this agreement, the .NZ terms apply. If the Order is a .NZ domain name, the following terms apply:

1. REGISTER IS THE RECORD

For all purposes the details shown in the .NZ register shall be treated as correct and the authoritative record.

2. CANCELLATION OF A DOMAIN NAME

If we are going to cancel the registration of a domain name registered to you as a result of you not paying our charges relating to its renewal, we will give you fourteen days notice before we initiate action to cancel that domain name.

3. LAW AND JURISDICTION APPLYING TO THIS APPENDIX

To the extent legally permitted, you agree that:

1. all services of the .NZ Registry are provided under New Zealand law.
2. any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied to you.
3. except as otherwise stated, you may take action against us only in a New Zealand court.

4. CANCELLING THE AGREEMENT

We may cancel or suspend this agreement by giving you one month's notice.

5. REGISTRAR-REGISTRAR TRANSFER

The Registrant acknowledges and agrees that during the first five days after initial registration of the Order the Registrant may not be able to transfer the Order to another Registrar.

.CO DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .CO domain name, the Registrant, must also agree to the following terms:

Definitions:

"Administrator" means .CO Internet, S.A.S.

"Registrar" means the registrar of record for a Registered Name.

"Registered Name" means a domain name within the .Co TLD, whether consisting of two, three or more levels (e.g. twolevels.co or three.levels.co), registered and/or maintained through the Registry System and about which data is maintained by or on behalf of Administrator in the Registry Database (whether or not such name appears in the .Co TLD zone file).

"Registrant" means the holder of a Registered Name.

"Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the .Co TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

"Registry System" means the registry system operated by or on behalf of Administrator for Registered Names in the .Co TLD, including, without limitation, the Registrar Toolkit, as well as any updates, modifications, enhancements and/or redesigns thereof that may be made from time to time.

You shall (within thirty days of demand) indemnify, defend and hold harmless Administrator, Registrar, and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation survive the termination or expiration of the Registration Agreement for any reason.

You certify that, to the best of your knowledge, information or belief under penalty of fraud, the following is true:

The data provided in the domain name registration application is true, correct, current and complete and Registrant will ensure that all such information is kept up to date;

Neither the registration nor the use of the requested domain name interferes with or infringes upon the lawful rights of any person;

The domain name has not been registered for and will not be used for any purpose that is fraudulent, illegitimate or otherwise in conflict with any applicable laws, rules, regulations, ordinances or decrees, including, without limitation for the submission of unsolicited bulk email, phishing, pharming use of botnets or malware, infringement of the legitimate trademark rights of others, or any other abusive practices; and You have the full power and authority to enter into the Registration Agreement on behalf of the Registrant and will be responsible for any errors, falsifications or omissions of information.

You agree that the registration and exclusive and perpetual right of use and enjoyment for any Registered Name may be cancelled if Administrator or Registrar determines that you have provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event you violates any of the terms of the Registration Agreement.

You agree to follow and be bound by all Administrator's policies (including, without limitation, the Administrator's privacy policy, and other policies shown at <http://www.cointernet.co>), as the same may be updated, modified or replaced from time to time, and to subject themselves to any dispute resolution process for the resolution of disputes regarding Registered Names that may be adopted by Administrator, as the same may be updated, modified or replaced from time to time, including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property right holders.

You agree that the domain name may be suspended, terminated, canceled or transferred in the interest of safeguarding compliance with Administrator's security or registration policies or as a result of a dispute resolution.

You agree that all official contact, correspondence and/or other information sent from or on behalf of Registrar, Administrator or any other relevant official will be transmitted to the administrative contact information that appears in the Registry Database and that the designated administrative contact is authorized to receive all such communication and information.

You consent and authorize Registrar and Administrator to publish the following information in the WHOIS database and elsewhere:

Names, addresses, telephone numbers and email addresses of the Registrant and Registrant's designated administrative contact.

Name, address, telephone number and email address of the Registrant's technical contact.

Dates related to the creation, last update and expiration of the Registered Name.

You agree that all disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .Co TLD between Registrant and Administrator shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogotá, Colombia.

You agree to assume all responsibility and liability arising out of any assignment by Registrant of the Registered Name, including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain of the Registered Name or any Website associated with the Registered Name.

You agree that neither Registrar's acceptance of the Applicant's registration request nor the actual registration of any Registered Domain shall be deemed an indication that Administrator, Registrar or the Colombian Government has made any determination regarding the legality of the registration, the extent to which Registrant's registration and exclusive and perpetual right of use and enjoyment of the Registered Name may violate any applicable laws, rules, regulations, policies, procedures, ordinances or decrees or infringe on the rights of any other person, and that neither Administrator, Registrar nor the Colombian Government shall have any liability or responsibility arising therefrom.

You agree that Registrant shall be bound by the terms and conditions of the initial launch and general operation of the .Co TLD, including without limitation the Sunrise and Landrush periods, and the corresponding dispute resolution policies, and that Administrator shall have no liability of any kind for any loss or liability resulting from (a) the ability or inability of an Applicant to obtain a Registered Name during these periods, or (b) the results of any dispute procedures.

Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the Uniform Domain Name Dispute Resolution Policy adopted by ICANN, available at <http://www.icann.org/en/udrp/udrp-policy-24oct99.htm> (the "UDRP"), as the same may be amended from time to time and which is hereby incorporated and made an integral part of this Registration Agreement.

You agree that Administrator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry and/or the Registry System; (2) to comply with any applicable laws, rules, regulations, policies, procedures, ordinances or decrees of any government, governmental agency or quasi governmental agency (including, without limitation, those of the Colombian Government) or any requirements and/or requests of law enforcement authorities, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Administrator, as well as its affiliates and subsidiaries, and their respective owners, officers, directors, managers, employees, agents, contractors and service providers; (4) for violations of this Registration Agreement; or (5) to correct mistakes made by Administrator or any registrar in connection with a domain name registration. Administrator also reserves the right to lock or place on hold a domain name during resolution of a dispute.

.CA DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .CA domain name, the Registrant, must also agree to the terms within the .CA Registrant Agreement displayed at the time of registering a .CA domain name and while assigning a new Registrant Contact for the domain name.

.DE DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .DE domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .DE domain name, involves you contracting with the DENIC eG (DENIC) which is the .DE Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.denic.de/en/domains.html>.

2. LAW AND JURISDICTION

To the extent legally permitted, you agree that:

1. all services of the .DE Registry are provided under laws of Germany.
2. either the Registrant or the Administrative Contact of your .DE domain name is domiciled in Germany and would be legally able to receive German Court documents and/or summonses.
3. any disputes, claims or controversies arising out of the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .DE TLD between Registrant and the .DE Registry shall be governed exclusively by the laws of Germany and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Germany.

3. DOMAIN DISPUTE POLICY

If the Order is a .DE domain name, the Registrant, must also agree to be bound by the current DENIC Domain Name Dispute Resolution Policy, available at <http://www.denic.de/en/domains.html> that is incorporated herein and made a part of this Agreement by reference.

.ES DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .ES domain name, the Registrant, must also agree to the following terms:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .ES domain name, involves you contracting with the Red.es (ESNIC) which is the .ES Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.dominios.es/>.

2. LAW AND JURISDICTION

To the extent legally permitted, you agree that:

1. all services of the .ES Registry are provided under laws of Spain.
2. any disputes, claims or controversies arising out of the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .ES TLD between Registrant and the .ES Registry shall be governed exclusively by the laws of Spain and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Spain.

3. DOMAIN DISPUTE POLICY

If the Order is a .ES domain name, the Registrant, must also agree to be bound by the current ESNIC Domain Name Dispute Resolution Policy, available at <http://www.dominios.es/> that is incorporated herein and made a part of this Agreement by reference.

.AU DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .AU domain name, then the following terms apply:

1. REGISTRANT REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief:

1. you are aware that auDA (.au Domain Administration Limited, ACN 079 009 340) is the .AU Domain Names Administrator.
2. you are aware that you must comply with all auDA Published Policies (listed at <http://www.auda.org.au>), as if they were incorporated into, and form part of, this agreement. In the event of any inconsistency between any auDA Published Policy and this agreement, then the auDA Published Policy will prevail to the extent of such inconsistency.
3. you are aware that the Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this agreement. auDA is an intended third party beneficiary of this agreement.
4. all information provided to register or renew the registration of the domain name (including all supporting documents, if any) are true, complete and correct, and are not misleading in any way, and the application is made in good faith.
5. you acknowledge that under the auDA Published Policies there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement.
6. you meet and will continue to meet, the eligibility criteria prescribed in auDA Published Policies (<http://www.auda.org.au/policy/current-policies/>) for the domain name for the duration of the domain name.
7. you have not previously submitted an application for the domain name with another Registrar using the same eligibility criteria, and the other Registrar has rejected the application.
8. you are aware that even if the domain name is accepted for registration, the Registrant's entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name.
9. you are aware that auDA or the Registrar may cancel the registration of the domain name if any of the warranties set out above is found to be untrue, incomplete, incorrect or misleading.
10. you are aware of auDA's WHOIS policy at <http://www.auda.org.au/whois-policy/>, which sets out auDA's guidelines on the collection, disclosure and use of WHOIS data.

2. LIABILITIES AND INDEMNIFICATION

1. To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors.
2. Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name.
3. Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.

3. DOMAIN DISPUTE POLICY

You agree to be bound by the current auDRP Dispute Resolution Policy, available at <http://www.ada.org.au/policy/current-policies/> that is incorporated herein and made a part of this Agreement by reference.

4. REGISTRAR SUPPORT

First level of support is available through the Registration Partner, from whom you have registered your .AU domain name. Contact details of this organization may be obtained from <http://publicdomainregistry.com/support/>.

If this organization is not able to provide timely assistance to the domain name owner, you may contact Registrar Public Domain Registry Pty Ltd.'s 24x7 online Support Team at <http://resources.publicdomainregistry.com/compliance/>.

To know more about your .AU domain name or to get in touch with the .AU Registry, refer <http://www.ada.org.au/help/faq-index/>.

5. REGISTRAR ADDRESS

Public Domain Registry Pty Ltd.
ACN: 141 141 988
ABN: 25 141 141 988
Lever Street, Albion
Brisbane, Queensland 4010
Australia

.CC, .TV DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .CC or .TV domain name, then the following terms apply:

1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CC, .TV domain name, requires you to agree to:

1. grant Verisign (the .CC, .TV Registry) all necessary licenses and consents to permit Verisign or its agent(s) to:
 1. perform in Verisign's unlimited and sole discretion Malware Scans on your .CC, .TV website.
 2. collect, store, and process data gathered as a result of such Malware Scans.
 3. disclose the results of such Malware Scan (including all data therefrom) to the Registrar. Such information can not be considered as confidential or proprietary.
 4. use the results of such Malware Scan (including all data therefrom) in connection with protecting the integrity, security or stability of the Registry.
2. disclaim any and all warranties, representations or covenants that such Malware Scan will detect any and all Malware or that Verisign is responsible for notifying the Registrar or the Registrant of any Malware or cleaning any Malware from any Registrant's systems.

2. LIABILITIES AND INDEMNIFICATION

You agree to indemnify, defend and hold harmless Verisign and its affiliates, suppliers, vendors and subcontractors, and, if applicable, any ccTLD registry operators providing services and their respective employees, directors, officers, representatives, agents and assigns ("Verisign Affected Parties") from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect any Malware, or the use of any data from Malware Scans.

.CLUB DOMAIN NAME SPECIFIC CONDITIONS

Should you seek to register a .CLUB top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .CLUB domain registrations.

- You acknowledge and agree .CLUB Domains LLC (the "Registry") reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary in its discretion, to correct mistakes made by Registry or any Registrar in connection with a domain name registration; or for the non-payment of fees to Registry.
- You agree to comply with Registry's Acceptable Use policies, Terms of Service, operational standards, policies, procedures and practices as they may be updated from time to time and published at the Registry's website, here.
- You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

RADIX DOMAIN NAME SPECIFIC CONDITIONS

Should you seek to register a gTLD from Radix FZC ("RO"), including at present .HOST, .PRESS, .SITE, .SPACE, .TECH and .WEBSITE, you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .HOST, .PRESS, .SITE, .SPACE, .TECH and .WEBSITE domain registrations.

- Definitions. The following definitions apply to this Section:
 - "Personal Data" refers to data about any identified or identifiable natural person

- "Premium Domain Name" refers to a domain name designated by the RO, in its sole discretion for non-standard pricing.
 - "Registry Service Provider" refers to the registry service provider designated and contracted with the RO, or its assigns.
 - "Registry System" refers to the multiple registrar system operated by RO or its Registry Service Provider for registration of Registered Names in the Included TLD.
 - "Standard Domain Name" refers to the most common type of domain name made available by RO at standard pricing on a first-come, first-served basis in any Included TLD.
- You acknowledge and agree that RO reserves the absolute right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2) to correct mistakes made by RO or any registrar in connection with a domain name registration, (3) for the non-payment of fees to RO, (4) to protect the integrity and stability of the Registry System; (5) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (6) to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries, officers, directors, and employees.
 - You agree to comply with all operational standards, procedures, practices and policies for the Included TLD including the Radix Acceptable Use and Anti-Abuse Policy ("AUP") and all other applicable policies which will be available on the Radix website (www.radixregistry.com), established from time to time by RO in a non-arbitrary manner and applicable to all registrars, including affiliates of RO, and consistent with ICANN's standards policies, procedures, and practices and RO's Registry Agreement with ICANN for the Included TLD. Additional or revised RO operational standards, policies, procedures, and practices for the Included TLD shall be effective upon ninety (90) days notice by RO to registrar unless mandated by ICANN with a shorter notice period.
 - You agree to be bound by the terms and conditions of the initial launch of the Included TLD, including without limitation the sunrise period and the landrush period, the procedure and process for compliance with ICANN's rights protection mechanisms including the Trademark Clearing House requirements and any Sunrise Dispute Resolution Policy, and further to acknowledge that RO and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush period, including, without limitation: (a) the ability or inability of a registrant to obtain a domain name during these periods, and (b) the results of any dispute over a sunrise registration. You further agree that Whois Privacy is not available during the landrush and sunrise periods.
 - You agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.
 - You acknowledge and agree that registrants who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
 - You warrant that no domain name registration within any Included TLD shall be used to distribute malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other similar activity and providing consequences for such activities including suspension of the domain name. You consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents, including data escrow requirements as determined and amended by ICANN from time to time.
 - You acknowledge and provide explicit approval with regards to RO's pricing and all fees including but not limited to registration, renewal and transfer of domain names.
 - You expressly agree that registration and renewal fees for some domain names in an Included TLD are variable and shall differ from registration and renewal fees for other domain names within that Included TLD. This includes but is not limited to non-standard pricing for Premium Domain Name registration and renewal fees, which differs from the pricing of Standard Domain Names.
 - You agree to indemnify, defend and hold harmless RO, RO's Registry Service Provider and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating in any way, for any reason whatsoever, to the Registered Name Holder's domain name registration, any breach of the Registration Agreement with registrar and any use of the domain name.
 - You agree to comply with ICANN standards, policies, procedures, and practices for which RO has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN and operational standards, policies, procedures, and practices for the Included TLD established from time to time by RO in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of RO, and consistent with RO's Registry Agreement with ICANN, as applicable, upon RO's notification to registrar of the establishment of those terms and conditions.

This file was modified 08/06/2020

Professional Services Agreement

- [Terms of Service](#)
- [Acceptable Use Policy](#)
- [Domain Registration Agreement](#)
- [Professional Services Agreement](#)
- [VPS Terms of Service](#)
- [Dedicated Mail Policy](#)
- [Email Policy](#)

- [Copyright Policy](#)
- [Affiliate Agreement](#)
- [Data Request Policy](#)
- [Website Transfer Agreement](#)
- [Pro Design Live Addendum](#)

NOTICE: On 7/15/2021, we revised the Professional Services Agreement to make the terms easier to read and understand. If you have any questions about the below terms, please contact us.

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is an agreement between HostGator ("Company" or "we") and you ("Customer" or "you") and applies to all professional services purchased by you (collectively, the "Services") in connection with your website hosted by Company (the "Website").

PLEASE READ THIS AGREEMENT CAREFULLY. BY PURCHASING THE SERVICES YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE USER AGREEMENT, PRIVACY NOTICE AND OTHER APPLICABLE POLICIES LOCATED

AT: <https://www.hostgator.com/tos>

1. TERM AND TERMINATION

1. *Term.* The initial term of the Services purchased by you will be for the time period set forth in the confirmation email sent to you when you order the Services (the "Initial Term"). Unless you cancel prior to the end of the Initial Term, the Services will automatically renew on a monthly basis (each a "Renewal Period"). Please note that some Services may require a minimum term commitment as set forth in your confirmation email (the "Minimum Term"). The "Term" of this Agreement shall include the Initial Term, any applicable Minimum Term and any Renewal Periods. Given the nature of the Services (including, for example, website design and marketing services) and the Customer input required (as further described in Sections 3 and 5 below), we cannot guarantee that the Services will be completed by a specific date but we will use commercially reasonable efforts to perform the Services in an efficient and timely manner.
2. *Automatic Renewal.* To avoid any inadvertent disruption to service, the Services automatically renew. You acknowledge, agree, and authorize us to automatically bill the applicable Fees (as defined in Section 8) and charge your credit card or other payment method on file up to fourteen (14) days prior to the end of each Renewal Period, unless you terminate or cancel the Services prior to such charge. In the event that the Services you purchase include a Minimum Term, upon completion of the Minimum Term, this Agreement will automatically renew for subsequent Renewal Periods.
3. *Termination.* Subject to Section 8(b) (if applicable), you may terminate or cancel the Services you purchased at any time during the Term by giving Company notice by phone. The cancellation request is subject to Company's verification of account ownership. You are obligated to pay all Fees and charges accrued prior to the effectiveness of any cancellation. Company may terminate this Agreement with immediate effect if Customer: (i) fails to pay any Fees due hereunder; (ii) fails to cooperate with Company or hinders Company's ability to perform the Services; or (iii) breaches the terms of this Agreement. Further, a termination of Customer's underlying hosting account will result in the termination of this Agreement. If Customer terminates this Agreement prior to the completion of any applicable Minimum Term, Company may charge Customer an early termination fee as described in Section 8 below.

2. SCOPE OF SERVICES

1. *Scope of Work.* Company agrees to provide the Services in accordance with the Services descriptions available on the Company's website and the scope outlined in the welcome email sent to you.
2. *Changes to Order.* Any changes to the scope of website design or marketing services must be documented in writing and submitted through Company's ticketing system ("Change Order"). In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

3. CUSTOMER RESPONSIBILITIES

You agree to perform all tasks required and to provide all necessary assistance and cooperation to Company in order to complete the Services in a timely manner. It is solely your responsibility to provide: (i) any assets or materials to be used in the initial build of the Website within three (3) business days of your initial consultation as further detailed in Section 5(B), and (ii) any compatible equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of Company's obligations under this Agreement may depend upon your performance of your obligations, Company is not responsible for any delays due to your failure to perform your obligations in a timely manner.

4. LICENSE GRANT

Solely for purposes of providing the Services, you hereby grant to Company a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute, photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, intellectual property, or material (whether written, graphic, sound, or otherwise) you provide, including without limitation, your logos and trademarks (collectively, "Customer Content"); and (ii) make archival or back-up copies of the Customer Content and the Website. Except for the rights expressly granted above, Company is not acquiring any right, title or interest in or to the Customer Content, all of which shall remain solely with you.

5. WEBSITE DESIGN

1. *Design Specifications.* Website design services shall be provided in substantial conformity with reasonable specifications provided by you to Company and within the scope of work provided by Company to you in the purchase confirmation email.
2. *Content Delivery.* You must provide Company with the complete Customer Content for all web pages of the Website within three business (3) days following the date of your onboarding call with our Professional Services team. If you do not submit complete Customer Content by the deadline, Company will use content licensed from third parties to build

your Website. Further changes to the Website may be made in accordance with the revision process described in Section 5(D) below.

3. *Launch Phase.* Upon Company's completion of the initial design of the Website, we will contact you to arrange a call to review and obtain your approval to launch the Website. If you are not ready to launch the Website, we will provide you with instructions to launch the Website when you are ready.
4. *Revision Process.* After Company's completion of the initial design of the Website, you may submit requests to make revisions to the Website. Revisions will only be made to web pages designed by the Company during the Term.
5. *Accessibility of Website During Construction.* The Website will be accessible to you through your hosting account file manager during construction. However, you should not make any changes to the prototype during the construction phase unless instructed to do so by us. Altering files during website construction may cause delays in the completion of the Website.
6. *Copyright to Website.* You acknowledge, understand and agree that Company may use third party products and services to design and develop the Website, including, for example, server-side applications, clip art, "back-end" applications, music, stock images, or other licensed copyrighted work (collectively, "Third Party Assets"). You further acknowledge, understand and agree that any Third Party Assets used to design and develop the Website are owned by Company or its licensors and cannot be transferred to you, and are hereby expressly not transferred to you. As between Company and you, all Third Party Assets shall remain the property of Company or its licensors. You are prohibited from removing any metadata from any Third Party Assets and from using any Third Party Assets on a stand-alone basis separate from the Website. Third Party Assets may also be used in the design and development of websites for other Company customers. Company and its licensors expressly retain the right to display graphics and other web design elements of the Website as examples of their work in their respective portfolios.
7. *Prohibited Content.* In addition to the terms of Company's Acceptable Use Policy, the following content and activity, as determined by Company in its sole discretion, is prohibited on Company's web servers and Company will not knowingly include any of the following in the Website or in Customer's directory: (i) text, graphics, sound, or animations that might be viewed as obscene or illegal; (ii) links to other websites that might be viewed as obscene or related in any way to illegal activities; or (iii) destructive elements or destructive programming of any type.
8. *Website Maintenance.* The Services include maintenance of the Website during the Term. Website maintenance includes design revisions (as described in Section 5(D) above), plugin configuration, and general support for assets created solely by the Company. The customer is solely responsible for maintaining all aspects of the Website after the Term. The completion date of the Website is stated in the Customer's account. Any changes to the Website requested by Customer outside the scope of the Services set forth in this Agreement, the onboarding call, or any Change Order, are solely the Customer's responsibility.

6. MARKETING SERVICES

1. *Services.* Depending on the Services you purchase, Company may provide one or more of the marketing services described below.
 1. *Managed Local Lift Services.* Company may provide managed Local Lift services to help you manage your business listings across various search engines and social media platforms ("Managed Local Lift") pursuant to the terms of your purchase. In connection with Company's provision of the Managed Local Lift services, you are required to maintain a Local Lift account during the Term and you authorize Company to update directory listings for business name, address, phone number, hours of operation and other business-specific information required for the Managed Local Lift services. Once a directory listing is updated with the information from your Managed Local Lift profile, you authorize Company to take commercially reasonable measures to prevent the information in your listings from being overwritten by a third party during the Term. Please note that upon the termination or expiration of the Term, Company will no longer have access to update your business information and your directory information may be overwritten at any time.
 2. *SEO Services.* In connection with Company's provision of search engine optimization services ("SEO Services"), you authorize Company to build backlinks through article writing and social bookmarking to influence the ranking of the Website on certain search engines. SEO Services are intended to obtain preferential positioning for the Website in selected search engines.
 3. *Pay Per Click Services.* In connection with Company's provision of pay per click services ("PPC Services"), you authorize Company to use relevant keywords and/or phrases for positioning the contents of the Website in Google's ad network. PPC Services are intended to obtain preferential positioning for the Website on search engines and/or social media platforms.
 4. *Social Lift Services.* In connection with Company's provision of Social Lift services, you authorize Company to use relevant Customer Content and images for branding, social engagement, and/or driving traffic to the Website in social media such as Facebook. Social Lift services are intended to create and build brand awareness, engage followers, and bring traffic to the Website via social networks.
 5. *Reporting.* Company will report results for SEO, PPC, and Social Lift Services to Customer on a regular basis.
2. *Customer Acknowledgements.* You understand, acknowledge and agree that: Company has no control over the policies of search engines or directories with respect to the type of websites and/or content that they accept now or in the future. The Website may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory. Company will resubmit those web pages that have been dropped from the index but cannot guarantee that they will be accepted by the search engine. Some search engines and directories may take two (2) to four (4) months or longer after submission to list the Website. Certain search engines and directories may stop accepting submissions for an indefinite period of time. Certain search engines and directories may drop listings for no apparent or predictable reason. Often a listing will "reappear" without any additional submissions. Should the listing not reappear, Company will re-submit the Website based on the current policies of the search engine or directory. Certain search engines and directories may offer expedited listing services for a fee. You are responsible for all expedited service fees unless otherwise expressly stated and such fees will only be incurred with your prior approval.

In the event that you have purchased both website design and marketing services from Company, the marketing services will not commence until the website design portion of the Services is completed with the Website launch.

3. *Website Changes.* Company is not responsible for any Website changes not made by Company that adversely affect the search engine or directory rankings of the Website.
4. *Additional Marketing Services.* Additional marketing services may be provided by Company for an additional cost, including for example, re-constructing meta-tags, keywords, and content.

7. WP LIVE

1. *Services.* WP Live supports, educates, and advises on how to create a successful WordPress website. Depending on the subscription plan that you choose, the WP Live services may include expedited responses to your support tickets, live chat support, and live telephone support.
2. *Changing Plans.* In the event your Services include WP Live services and you wish to change your WP Live services plan during the Term, the Fees already paid for the then current Term will be prorated and the remaining amount will be applied to the Fees due for the new plan. Your renewal date for the Services will not change.

8. FEES

1. *Fees.* The fees for the Services shall be presented to you at the time of your purchase and also set forth in the confirmation email (the "Fees").
2. *Early Termination Fee.* If you terminate this Agreement prior to the completion of any applicable Minimum Term, Company may charge you an early termination fee in an amount equal to the Fees due for the number of whole months remaining in the Minimum Term at the time of termination, not to exceed three hundred dollars (\$300) (the "Early Termination Fee").
3. *Project Abandonment.* If after repeated attempts to begin, continue, or finalize the website design or marketing Services, you fail to participate, or become otherwise unresponsive to Company's requests for a period of two (2) months or longer, the project may be considered abandoned and no refunds of any kind will be provided.
4. *Hosting Payments.* You must maintain the hosting account(s) connected with the Website in good standing. Any delays by Company in delivering the Services will not be a reason to delay payment for hosting services. If your hosting account becomes past-due, Company may delay or suspend the Services until the account is in good standing. Failure to pay for hosting services may also result in cancellation of the Services without a refund.
5. *Automatic Renewals.* By purchasing the Services, you agree to allow Company to place your account on a recurring payment plan. The account will automatically be re-billed according to the term length of the Services you select in your initial purchase. The Fees will automatically be re-billed up to fourteen (14) days prior to the payment date for each Renewal Term unless you cancel. You may cancel the Services you purchased at any time during the Term by giving Company notice by phone.
6. *Refunds.* Unless otherwise specifically stated in this Agreement, the Fees for the Services are nonrefundable. In the event that Company terminates this Agreement, you shall receive a prorated refund of any prepaid Fees for the then current Term, provided that such termination is not a result of your breach of this Agreement or Company's terms of service.

9. REPRESENTATIONS AND WARRANTIES

1. *Company Representations and Warranties.* Company represents and warrants that the Services will be provided consistent in all material respects with the applicable Services descriptions available on the Company's website. Your sole and exclusive remedy, and Company's sole obligation, for breach of the foregoing warranty shall be for Company, at its option, to re-perform the defective Services at no additional cost to you. The foregoing warranties shall not apply to performance issues or defects in the Services (a) caused by factors outside of Company's reasonable control; (b) that resulted from any actions or inactions of Customer or any third parties; or (c) that resulted from Customer's equipment or any third-party equipment not within Company's sole control.
2. *Disclaimer.* THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, COMPANY AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. COMPANY AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. COMPANY AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIM ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.
3. *Customer Representations and Warranties.* You represent and warrant that any Customer Content that you provide to Company for inclusion in the Website or use of the Services is owned by you, or you have permission from the rightful owner to use such intellectual property, and you will hold harmless, protect, and defend Company, its affiliates and subcontractors, from any claim or suit arising from Company's use of the Customer Content as set forth in this Agreement.

10. COMPLIANCE WITH LAWS

You agree that you are solely responsible for complying with all applicable laws, taxes, and tariffs in connection with your use of the Services and the Website, including without limitation those affecting Internet electronic commerce, and will hold harmless, protect, and defend Company, its affiliates and subcontractors from any claim, suit, penalty, tax, or tariff arising from your use of the Services or the Website.

11. LIMITATION OF LIABILITY

1. IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, INCLUDING FROM ANY INTERRUPTION OF SERVICES, EVEN IF COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE FEES YOU PAID TO COMPANY FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

12. FORCE MAJEURE

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

13. RELATIONSHIP OF PARTIES

Company and Customer are independent contractors and nothing contained in this Agreement places Company and Customer in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

14. ASSIGNMENT

You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign this Agreement and Company's rights and obligations hereunder, and Company may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. WAIVER

No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition of this Agreement.

16. MODIFICATION BY COMPANY

1. *Modification of Services.* Company reserves the right to modify, change, or discontinue any aspect of the Services at any time, provided that you will be notified in advance of any material change and given the opportunity to cancel without penalty in the event you do not agree to such change.
2. *Modification of Agreement.* Company may in its sole discretion change or modify this Agreement at any time. We will post a notice of any significant changes to this Agreement on the Company website for at least thirty (30) days after the changes are posted and will indicate on this Agreement the date these terms were last revised. Any changes or modifications to this Agreement shall be effective and binding on you as of the date indicated in a notice posted on this page, together with any options you may have to accept or reject such changes where required by law or as otherwise made available. If no effective date for the changes is specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Agreement as modified. If you do not agree to abide by this Agreement or any changes made to this Agreement, you are not authorized to use or access the Services and your sole remedy is to cancel your Services.

17. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

18. ENTIRE AGREEMENT

This Agreement, including documents incorporated herein by reference, constitutes the entire understanding of the parties in connection with the Services, and revokes and supersedes all prior agreements between the parties with respect to the matters covered hereby.

This file was modified 07/15/2021

VPS Terms of Service

- [Terms of Service](#)
- [Acceptable Use Policy](#)
- [Domain Registration Agreement](#)
- [Professional Services Agreement](#)
- [VPS Terms of Service](#)
- [Dedicated Mail Policy](#)
- [Email Policy](#)
- [Copyright Policy](#)

- [Affiliate Agreement](#)
- [Data Request Policy](#)
- [Website Transfer Agreement](#)
- [Pro Design Live Addendum](#)

The use of services from HostGator.com, LLC [hereafter referred to as "HostGator"] constitutes agreement to these terms. You may view our Privacy Notice [here](#)

1. Cancellations and Refunds

Any abuse of our staff in any medium or format will result in the suspension or termination of your services. Customers may cancel at any time via a cancellation form. HostGator provides a 30-Day Money-back Guarantee on Virtual Private Servers for any customer who paid the first invoice with a credit card.

Only first-time accounts are eligible for a refund. For example, if you have (i) previously had an account with us, canceled such account and signed up for another account, or (ii) if you have opened a second account with us, then you will not be eligible for a refund.

Payments made via the following methods are not eligible for a Money-back Guarantee, but may be refunded via a credit posted to your hosting account:

1. Bank Wire Transfers
2. Western Union Payments
3. Checks
4. Money orders

2. Resource Usage Limits

VPS accounts may not:

1. exceed a 15 minute load average greater than two (2) times the amount of CPU cores given.
2. run public IRCd's or malicious bots.
3. run any type of BitTorrent client or tracker that links to or downloads illegal content.
4. use an Open/Public proxy, or utilize a proxy to access illegal/malicious content.
5. use I/O intensive applications which adversely affect normal server operations.

3. Inodes

VPS accounts come with a default inode limit of 10,000,000 to better protect the file system. The limit can be increased if there is a legitimate reason to have it increased. To make a request, please email our support team.

4. Mail Policy

VPS accounts will be governed by our dedicated server mail policy, which is available at [Dedicated server mail policy](#).

5. Backup and Data Loss

Your use of the Services is at your sole risk. User is solely responsible for backing-up all User Content, including any User Websites off of HostGator's servers. This is an affirmative duty, even if the User purchases or has third party products, such as CodeGuard. HostGator reserves the right to charge a restoration fee if you request copies of the backups. Backups will not be provided for accounts that have been suspended or terminated for any reason unless otherwise agreed to in writing by HostGator.

This file was modified 09/20/2023

Dedicated Mail Policy

- [Terms of Service](#)
- [Acceptable Use Policy](#)
- [Domain Registration Agreement](#)

- [Professional Services Agreement](#)
 - [VPS Terms of Service](#)
 - [Dedicated Mail Policy](#)
 - [Email Policy](#)
 - [Copyright Policy](#)
 - [Affiliate Agreement](#)
 - [Data Request Policy](#)
 - [Website Transfer Agreement](#)
 - [Pro Design Live Addendum](#)
- The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other email marketing messages by explicitly requesting it and confirming the email address to be their own. Confirmation is usually done by responding to a notification/confirmation email sent to the email address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's email address without their knowledge and against their will. You will not be permitted to mail any mailing list that you were given or purchased. In doing so, this will also be considered spamming and may result in termination of the offending account.
 - Email Scripts must be able to handle and document all information from a double opt-in list. This includes recording the sign-up IP address and date/time, double opt-in verification IP address and date/time, processing opt-outs (via web or email), and list removal on bounce backs. All opt-outs or bounce back removals must be handled in a timely manner. If your account is found to be using a script that does not meet these requirements, HostGator reserves the right to suspend, terminate, or deactivate your script or account.
 - Any unsolicited e-mail being sent will result in suspension or termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail and other forms of spam.
 - Any mailing list MUST comply with all guidelines set forth by the United States government. These can be found at: <https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>

Last Updated: November 3, 2023

Email Policy

- [Terms of Service](#)
- [Acceptable Use Policy](#)
- [Domain Registration Agreement](#)
- [Professional Services Agreement](#)
- [VPS Terms of Service](#)
- [Dedicated Mail Policy](#)
- [Email Policy](#)
- [Copyright Policy](#)
- [Affiliate Agreement](#)
- [Data Request Policy](#)
- [Website Transfer Agreement](#)
- [Pro Design Live Addendum](#)

The use of services from HostGator.com, LLC [hereafter referred to as "HostGator"] constitutes agreement to these terms. You may view our Privacy Notice [here](#).

1. Limits

There is a 500 outgoing email hourly limit per domain. This limit is also applied towards Mailman. If you send over this amount in any hour, most of the e-mails will bounce back with an undeliverable error. If this occurs, it will then take some time for your account to be able to send again so we recommend waiting at least 1 hour after this issue occurs to begin sending email again. Many of our servers have a limit of 30 POP3/IMAP checks per hour per each user's connecting IP address. If you go over this you're likely to get a wrong password error message or an error stating "login incorrect". If this occurs, please wait an hour and it will automatically unblock you. To prevent this from happening again, please make sure to disable auto checking or at least set it to something higher such as once every 10 minutes.

Any mailing list larger than 5,000 addresses will require a dedicated server or VPS hosting solution from us. Note: Dividing one large list into smaller lists to get below this limit is not allowed.

There is also a limit to the number of Mailman mailing lists permitted as follows (NOTE: This does not apply to other mailing list programs such as PHPList. This only applies to Mailman.)

1. Hatchling package: 20 Mailman mailing lists
2. Baby package: 25 Mailman mailing lists
3. Business package: 50 Mailman mailing lists
4. Reseller and Dedicated packages: Unlimited number of Mailman mailing lists

2. Mailing Lists Rules

1. Any time you're sending a message no matter how large your e-mail list is you must throttle it. We recommend you throttle it to at the very least sending 1 email every 8 seconds. (Sending 1 every 8 seconds would send 450 emails within 1 hour, keeping you below the 500 outgoing email limit.) If the mailing list software you're using does not allow you to throttle you must switch to an application or script that will. We recommend PHPList, which can be found in your CPanel, under Quickinstall.

IMPORTANT: If you do not throttle and you try sending 500 emails, the server will try sending all 500 in 1 second which is not possible on our shared servers. This will cause a very high load on the server and the entire server will be sluggish, potentially affecting your sites and service, until this sending process is completed. It is our job to keep the server up and running without being sluggish or experiencing issues. Anyone who causes the server's load to go high will be suspended and the process will be terminated. If you choose not to throttle, you will most likely be suspended for crashing the server.

2. Any mailing list over 900 email addresses is only allowed to be sent to during off-peak times to prevent high server loads. Off peak times qualify as all day Saturday and Sunday, and 1AM - 8AM Eastern Standard Time, Monday through Friday.
3. The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other email marketing messages by explicitly requesting it and confirming the email address to be their own. Confirmation is usually done by responding to a notification/confirmation email sent to the email address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's email address without their knowledge and against their will. You will not be permitted to mail any mailing list that you were given or purchased. In doing so, this will also be considered spamming and may result in termination of the offending account.

Email Scripts must be able to handle and document all information from a double opt-in list. This includes recording the sign-up IP address and date/time, double opt-in verification IP address and date/time, processing opt-outs (via web or email), and list removal on bounce backs. All opt-outs or bounce back removals must be handled in a timely manner, and outbound mail must be throttled on shared packages to a maximum of five hundred (500) emails per hour. If your account is found to be using a script that does not meet these requirements, HostGator reserves the right to suspend, terminate, or deactivate your script or account.

4. Any unsolicited e-mail being sent will result in suspension or termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail and other forms of spam.
5. Any mailing list MUST comply with all guidelines set forth by the United States government. These can be found at: <https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>
6. No direct SMTP mailers are allowed. An example of this would be a Darkmailer or The Bat!. Any mail should be sent through the local mail server/MTA for further delivery by the server and not done directly by scripts.

This file was modified 11/03/2023

DMCA Policy Newfold takes intellectual property rights very seriously and it is our policy to respond to clear notices of alleged copyright infringement. This DMCA Policy ("DMCA Policy") (i) describes the information that should be present in these notices, (ii) is incorporated by reference into our Terms and Conditions, and (iii) is consistent with the form suggested by the United States Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Website, <https://www.copyright.gov/dmca/>). It is designed to make submitting notices of alleged infringement to us as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to verify. Unless otherwise stated, defined terms in this DMCA Policy have the meanings provided in our Terms and Conditions. To file a notice of alleged infringement with us, you must provide a written notice that includes your full contact information and sets forth the items specified below. 1. The name, address, phone number, email address (if available) of the copyright owner or a person authorized to act on the

copyright owner's behalf; 2. Identification of the copyrighted work(s); 3. Identification of the infringing material you are asking us to remove or disable, and the Internet location of the infringing material; 4. A statement that you have a good faith belief that use of the disputed material is not authorized by the copyright owner, its agent or the law; 5. A statement that the information in the complaint is accurate, and under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and 6. A physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. You may submit the signed notification using our abuse reporting form. Alternatively, you may email or send the signed notification to: TheAddressApp, Inc. Attn: Legal Department 5335 Gate Pkwy Jacksonville, FL 32256 Email: dmca@newfold.com Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material is infringing your copyright. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney. Newfold may respond to take-down notices by removing or disabling access to the allegedly infringing material and/or by terminating services. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the Customer and/or administrator of the affected site or content. Newfold may document notices of alleged infringement it receives and/or on which action is taken. As with all legal notices, a copy of the notice may be made available to the public and sent to one or more third parties who may make it available to the public. Upon receipt of notice from Newfold that a claim of infringement has been made and/ or that the material has been removed or that access to it has been disabled, Customer may provide a counter notice to Newfold. To be effective, a counter-notice must include ALL of the following information: • A physical or electronic signature of the Customer; • Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; • A statement under penalty of perjury that the Customer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and • The Customer's name, address, and telephone number, and a statement that the Customer consents to the jurisdiction of Federal District Court for the judicial district in which the Customer is located, or if the Customer's address is outside of the United States, the jurisdiction of the U.S. District Court for the Middle District of Florida, and that the Customer will accept service of process from the complainant or the complainant's agent. Upon receiving a proper counter-notice, Newfold will take reasonable steps to restore the material in 10-14 business days unless the copyright owner commences court proceedings to prevent the restoration of the material and Newfold is informed of such proceedings. Newfold in its sole discretion reserves the right to suspend or terminate the services of customers who are found to have repeatedly infringed the copyright (or intellectual property) of others.

Last Modified October 6, 2023

Affiliate Agreement

Note: On March 30, 2023, we updated our Affiliate Agreement to modify the referral window from 90 Days to 30 Days. Please refer to section 5(xii) for further details.

Affiliate Agreement This Affiliate Agreement ("Agreement") contains the complete terms and conditions between, TheAddressApp, Inc., and its subsidiaries, affiliates, predecessors, successors and assigns ("Provider") and you, regarding your application to and participation in, the Provider Affiliate Program (the "Affiliate Program") as an Affiliate of Provider, and the establishment of links from your website to Provider's Website. The terms of this Agreement are subject to change by Provider without prior notice, but we will try to notify you of such changes in advance. BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU CONFIRM THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT AND THE APPLICABLE PROVIDER TERMS AND CONDITIONS.

1. Definitions "Affiliate" - The business, individual, or entity applying to or participating in the Affiliate Program, or that displays Provider services and/or promotions on the Affiliate Site, or other means, using an affiliate tracking code in exchange for receiving a commission from Provider for sales directly resulting from such display. "Affiliate Dashboard" - The Affiliate Dashboard is used by Affiliates to track commissions, view reports, and update contact information and payment preferences. "Affiliate Platform" – An internal or third party platform, including without limitation, Impact Tech, Inc. ("Impact Radius") used by Provider to track Affiliate performance, including specific referrals and commissions earned through the Affiliate Program. "Affiliate Site" - The Affiliate's website which displays Provider Services and/or promotions. "Provider Services" - The services that are available for purchase from Provider. "Commission Fees" - The amount you will be paid for each Qualified Purchase by a Referred Customer subject to any applicable Commission Threshold and pursuant to the terms of this Agreement. "Commission Threshold" - The amount of Commission Fees as determined by Provider in its sole discretion an Affiliate must accrue prior to receiving a payment from Provider. "Qualified Purchase" - A sale of Provider Services by Provider, with a term of one (1) month or longer, to a Referred Customer that is not excluded under the Agreement. "Referred Customer" - Each new and unique customer referred from Affiliate through a Link (as defined in the Agreement) that provides valid account and billing information. Note: On March 30, 2023, we updated our Affiliate Agreement to modify the referral window from 90 Days to 30 Days. Please refer to section 5(xii) for further details. "Terms of Service" – The terms of service agreed upon between Provider and a Referred Customer relating to the Provider Services. "Provider's Website" – The Provider designated website that Affiliate shall link to from Affiliate Site.

2. Applying for our Program a) To begin the enrollment process, you must submit a completed Affiliate Program signup form. b) We will evaluate your application and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your website or promotional method is not suitable for the Affiliate Program for any reason, including, but not limited to, its inclusion of content that is unlawful or otherwise violates Provider's Acceptable Use Policy, as determined in our sole discretion. c) If we reject your application, for any reason, you may not re-apply to the Affiliate Program utilizing the same domain name/URL or reapply using a different domain/URL name and then add the previously rejected domain name/URL to your Affiliate Dashboard. Provider, in its sole discretion, reserves the right to reject or remove any prospective affiliate from the Affiliate Program at any time, with or without notice.

3. Promotion of our Affiliate Relationship a) Use of Links. If you qualify and agree to participate as an Affiliate, we may provide you with access to graphic and textual links and JavaScript code (each referred to herein as a "Link" or collectively,

as the "Links") that you may use to promote Provider Services. Links will serve to identify your website as a member of the Affiliate Program and will establish a link from your website or e-mail to Provider Website. You agree to cooperate fully with us to establish, display, and maintain such Links. You further agree that your use of the Links must be in compliance with this Agreement at all times. Provider may modify the Links from time to time in its sole discretion. You will not use graphic or textual images (indicating a Link) or text messages to promote Provider that are not approved in advance by Provider. Furthermore, you agree not to use cookie stuffing techniques that set the affiliate tracking cookie without the Referred Customer's knowledge (e.g. iframe).

b) Search Engine Marketing. Unless otherwise approved by Provider in writing, Affiliates shall not to run SEM campaigns for Provider products and services on Google.

c) Keyword Noncompete. For so long as you are an Affiliate, you may not purchase, either directly or indirectly, or bid, either directly or indirectly, on any Keywords owned or offered through an internet search engine (including Google, Yahoo, or Bing) that compete with Provider's name, trademarks, or product names. In addition, you will not, directly or indirectly, engage in any activities that could result in confusion among consumers as to the source of an ad (including the overuse of an authorized trademark, trademark cyber-stuffing or other similar activities). "Keywords" shall mean a word used in a search request by an internet search engine user which, when used in such internet search engine, causes a particular sponsor's ad to appear next to the search results.

d) Prohibited Activities. Except as permitted herein, you shall not and are not authorized to (i) use Provider's trademark or other intellectual property, including without limitation, the Links (collectively, "Provider's IP") without Provider's express prior written permission; (ii) use Provider's name (or any variation or misspelling thereof or other terms that are confusingly similar to any of the foregoing) in a domain name, any metatags, advertising, search terms, code, or otherwise; or (iii) act in any way that causes or could cause any confusion concerning the source of, or your association with Provider's Services. Your use of Provider's IP in any manner, other than as expressly permitted hereunder shall constitute unlawful infringement of Provider's intellectual property rights and may subject you to liability (including potential treble damages for knowing or willful infringement), and the obligation to pay Provider's legal fees and costs in connection with Provider's enforcement of its rights.

e) Discounts and Coupons. You are not allowed to post any refunds, credits or discounts on Provider Services, or other content concerning Provider without our prior written consent in each instance. Affiliates may only use active coupons and discounts that are provided exclusively through the Affiliate Program using banners and links. Each Link connecting users of the Affiliate Site to the pertinent area of the Provider Website will in no way alter the look, feel, or functionality of the Provider Website. Any violations of the terms surrounding links, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement and may result in your termination from the Affiliate Program or the withholding of Commission Fees.

4. Disclosures a) It is the intent of Provider to treat all customers fairly. Accordingly, we require all Affiliates to comply with applicable laws, regulations and guidelines, including without limitation, those concerning advertising and marketing which further includes as applicable the Federal Trade Commission (FTC) Endorsement Guides, which require that material connections between advertisers and endorsers be disclosed. This means that all Affiliate Sites (e.g. directories, review/rating websites, blogs, and other websites) and any email or collateral that provide an endorsement or assessment of Provider's Services must clearly and conspicuously

disclose the fact that you receive compensation for Referred Customers. In addition, disclosures must (i) be made as close as possible to the claims, (ii) be made on each page of the Affiliate Site containing a Link or referencing Provider, and (iii) be immediately evident and not require scrolling, clicking or any other user action to learn you receive compensation. You can read more about how the FTC guidelines apply to you here. FTC guidelines are subject to change over time and it is your responsibility to review and comply with current guidelines as they may change over time. You are advised to seek and obtain your own legal advice on how these rules apply to the Affiliate Site or other promotional activities for which you receive compensation. b) Provider reserves the right to withhold Commission Fees and cancel your participation in the Affiliate Program should we determine, in our sole discretion, that you are not in compliance with applicable laws, regulations and guidelines.

5. Commission Determination; Qualified Purchases Commission Fees will be calculated based on the commission rates stated on the Affiliate Dashboard for each Qualified Purchase (as defined herein) subject to commission accruing pursuant to the Agreement. A "Qualified Purchase" does NOT include any of the following:

- i. A purchase by a Referred Customer that has transferred from any Provider partner or entity that owns, is owned by, or is under common ownership with Provider.
- ii. A purchase by a Referred Customer who is also associated with any Provider reseller, referral, or other program.
- iii. A purchase by a Referred Customer that is not up to date on its payments or is subject to a refund, referral, or other program.
- iv. A purchase that was completed prior to the Affiliate joining the Affiliate Program or was not tracked properly through a Link.
- v. A purchase by a Referred Customer that has not been in good standing for a period of at least thirty (30) days or is in violation of Provider's Terms of Service or other applicable policies at the time the Commission Fees accrue.
- vi. A purchase that Provider suspects, in its sole discretion, is the result of fraud, which shall include but is not limited to, the use of software that generates real and fictitious information, multiple accounts from the same customer, or the referral of accounts that do not comply with this Agreement.
- vii. A purchase referred by an Affiliate that has an excessive cancellation rate as determined in Provider's sole discretion.
- viii. A purchase by a Referred Customer if the Referred Customer was offered or received coupons, refunds, credits or discounts from the Affiliate.
- ix. A purchase by a Referred Customer if the Affiliate or Referred Customer is in or is promoting a business-opportunity program, as determined in Provider's sole discretion.
- x. A purchase by a Referred Customer who received a popup with a discounted offer, while leaving Provider's Website during their purchase.
- xi. A purchase by a Referred Customer who, prior to such purchase, clicked through a Link established by another affiliate under this Affiliate Program.
- xii. A purchase by a Referred Customer more than thirty (30) days after clicking through the Link.

a) Provider reserves the right to withhold payment of Commission Fees to Affiliates who are new to the Affiliate Program, or who have referrals that are potentially the result of fraud as determined by Provider in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers.

b) Provider reserves the right to suspend the payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms of this Agreement or the Provider Terms and Conditions by the Affiliate or a Referred Customer. Provider reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, or cancelled purchases. If no subsequent Commission Fees are due and owing, Provider may send Affiliate a bill for the balance of such refunded purchase

upon termination of Affiliate's participation in the Affiliate Program or termination of the Referred Customer. c) Provider reserves the right to immediately cancel or withhold for later review any Commission Fees that fail to meet the criteria of a "Qualified Purchase." Affiliate is responsible for monitoring the payment, denial, and withholding of Commission Fees. Provider is not obligated to actively notify Affiliates of the status of Commission Fees. If Affiliate has a question about a Commission Fee that has been cancelled or withheld, Affiliate has thirty (30) days from the day the payment would have been due to contact Provider to request that the Commission Fee be paid. Any changes to decisions about cancelled or withheld Commission Fees are strictly made in Provider's sole discretion. d) Commissions for any Referred Customer who is associated with any Provider reseller, referral or other program may not be considered a Qualified Purchase, as determined by Provider in its sole discretion. In other words, you may not receive double commissions or compensation. e) In the event that the Referred Customers that are referred to Provider by an Affiliate are determined to have an excessive cancellation rate, as determined by Provider in its sole discretion, Provider reserves the right to withhold or decline pending and future Commission Fees to such Affiliate. f) Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers, Qualified Purchases, or Commission Fees to intentionally defraud Provider or any violation of the terms of this Agreement constitutes immediate grounds for Provider to terminate the Affiliate's participation in the Affiliate Program and will result in the forfeiture of any Commission Fees due to the Affiliate. 6. Commission Payments a) Subject to the terms of this Agreement and the terms of any applicable Affiliate Platform, Commission Fees will be calculated according to the specified percentage or dollar amount set forth in the commission report in your Affiliate Dashboard for each Qualified Purchase that accrues during the period for which such Commission Fees are being calculated. b) Commission Fees will be processed approximately forty-five (45) to seventy (70) days after the last day of the month in which they accrue, unless you use an Affiliate Platform in which case they will be processed in accordance with your agreement with the applicable Affiliate Platform. c) Provider will only compensate you for Qualified Purchases made in accordance with the terms of this Agreement. d) Commission Fees shall be paid based on the current information in your Affiliate Dashboard. You are required to notify the Affiliate Platform promptly of any change in your address by updating your profile information in the Affiliate Dashboard. You are responsible for informing the Affiliate Platform of your desired payment form/type. You can update or change your desired payment method at any time by updating your affiliate profile located in the Affiliate Dashboard. e) Depending on your Affiliate Platform, you may be subject to a minimum or maximum payment amount. All such minimum and maximum payment amounts are governed by your agreement with the Affiliate Platform. f) You may view the currently available payment methods by logging into your Affiliate Dashboard for the applicable Affiliate Platform. If the Affiliate Platform offers PayPal as a payment method, please refer to PayPal's policy to ensure you are eligible to receive payment if you reside outside of the United States. g) Provider and the Affiliate Platform, in its sole discretion, reserves the right to modify the available payment methods or payment schedule at any time. Such changes shall take effect when posted. h) Disputes: Affiliate agrees to file any disputes within forty-five (45) days of the date on which a disputed sale or event occurred. Disputes filed after forty-five (45) days of the date on which the disputed sale or event occurred will not be accepted by Provider and Affiliate forfeits forever any rights to a potential claim. i) Commission Fees will accrue and only

become payable once you (i) provide all relevant tax and address documentation pursuant to this Section, and (ii) reach the Commission Threshold based on the commission rates stated in the Affiliate Dashboard, solely as applied to Qualified Purchases which occurred within ninety (90) days of the end of the calendar month in which the first of such Qualified Purchases occurred. Provider reserves the right to change the Commission Threshold and will notify you as may be required pursuant to the terms of this Agreement. j) It is solely your responsibility to provide Provider with accurate tax and payment information that is necessary to issue Commission Fees to you. Each Affiliate is required to submit a W8 (for Affiliates located outside of the U.S.) or W9 (for Affiliates located in the U.S.) tax form as applicable before any Commission Fees shall accrue. You are responsible for the payment of all taxes related to the Commission Fees you receive under this Agreement. In compliance with U.S. tax laws, the Affiliate Platform will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold. If Provider does not receive the necessary tax or payment information within ninety (90) days of a Qualified Purchase which would otherwise trigger Commission Fees, the applicable commissions shall not accrue and no Commission Fees will be owed with respect to such Qualified Purchase. k) Any address change must be made in the Affiliate profile in the Affiliate Dashboard at least fifteen (15) business days prior to the end of the calendar month in order for Commission Fees for that month to be processed. l) Provider is not responsible for paying any third-party fees, including any fees charged by PayPal or banks, in order for you to receive Commission Fees. m) Provider, in its sole discretion, may offer you the ability to receive Commission Fees through PayPal Payouts, standard PayPal, wire or ACH transfer. As it relates to PayPal Payouts mass pay option only, and notwithstanding any other provision of this Agreement to the contrary, if you utilize PayPal Payouts mass pay option then Provider will pay any transaction fees charged by PayPal.

7. Data Security Affiliate shall comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the country in which Affiliate resides, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR"). Affiliate, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purpose of processing any personal data. Affiliate agrees to promptly assist Provider in complying with any data subject rights request under the GDPR that Provider may receive from any individuals referred to Provider by Affiliate. Affiliate further agrees to promptly assist Provider in complying with any duties to cooperate with supervisory authorities under the GDPR.

8. Order Processing Provider will process orders placed by Referred Customers who follow the Links from an Affiliate Site to Provider. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, including Provider's services, cancellation, processing, refunds and payment processing will be our responsibility. We will track the Qualified Purchases generated by your Affiliate Site and will make this information available to you through our website and/or the applicable Affiliate Platform. To permit accurate tracking, reporting, and commission accrual, you must ensure that the Links between the Affiliate Site and the Provider Website are properly formatted.

9. Obligations Regarding Your Affiliate Site a) You are solely responsible for the development, operation, and maintenance of your Affiliate Site and for all materials that appear

on your Affiliate Site. Such responsibilities include, but are not limited to, the technical operation of your Affiliate Site and all related equipment; creating and posting product reviews, descriptions, and references on your Affiliate Site and linking those descriptions to the Provider Website; the accuracy of materials posted on your Affiliate Site (including, but not limited to, all materials related to Provider Services); ensuring that materials posted on your Affiliate Site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters b) We have the right in our sole discretion to monitor signups through your Affiliate Site from time to time to determine if you are in compliance with the terms of this Agreement. Affiliate shall reasonably cooperate with any Provider audit of the Affiliate Site, including but not limited to the provision of documentation or information reasonably requested by Provider. If you are not in compliance, we may terminate your participation in the Affiliate Program effective immediately. 10. Provider Responsibilities We will provide all information necessary for you to make Links from your Affiliate Site to Provider Website. Provider will be solely responsible for order processing (including payment processing, cancellations, and refunds) for orders for Provider Services placed by a Referred Customer, for tracking the volume and amount of Qualified Purchases generated by your Affiliate Site, for providing information to Affiliates regarding Qualified Purchase statistics, and for providing Referred Customers with the services purchased. 11. Policies and Pricing Referred Customers who buy Provider Services through our affiliate network are deemed to be Provider's customers. Provider's Terms and Conditions, rules, policies, and operating procedures will apply to such customers. We may change our policies, pricing, and operating procedures at any time. For example, Provider determines the prices to be charged for Provider Services sold through the affiliate network in accordance with our own pricing policies. Prices and availability of Provider Services may vary from time to time, from affiliate to affiliate, and from region to region. Because price changes may affect products that you have listed on your Affiliate Site, you may or may not be able to include price information in your product descriptions. We will use commercially reasonable efforts to present accurate information on Provider Website, but we cannot guarantee the availability or price of any particular Provider Service. 12. E-mails and Publicity You shall not create, publish, transmit or distribute, under any circumstances, any bulk email messages without Provider's prior written consent, to be granted or denied in Provider's sole discretion, in each instance. Additionally, you may only send emails containing a Link and or a message regarding Provider or the Affiliate Program to people who have previously consented to receiving such communications from you. Your failure to abide by this Section and all applicable laws relating to email communications, in any manner, will be deemed a material breach of this Agreement by you and will result in the forfeiture by you of any and all rights you may have to any Commission Fees and the termination of your participation in the Affiliate Program. Further, if your Affiliate account has excessive clicks in a very short period of time as determined by Provider in its sole discretion, the Affiliate relationship may be terminated. 13. IP Licenses and Use a) Subject to the limitations set forth in this Agreement, we grant you a non-exclusive, non-transferable, non-assignable, revocable license to (i) provide access to the Provider Website through the Links solely in accordance with the terms of this Agreement; and (ii) use Provider's IP for the sole purpose of promoting Provider's Services on your Affiliate Site. You may not alter, modify, or change Provider's IP in any way or use Provider's IP in any manner that is disparaging or that otherwise portrays Provider, any Provider employee,

representative or customer in a negative light. You are only entitled to use Provider's IP in compliance with the terms of this Agreement. Your license to use Provider's IP shall immediately terminate upon the termination of your participation in the Affiliate Program for any reason. We reserve all of our rights in Provider's IP and your license to use Provider's IP is limited to the manner described herein. Provider may review the Affiliate Site to ensure compliance with this Agreement at any time. b) You grant to us a non-exclusive, worldwide license to utilize your name, title, trademarks, and logos (the "Affiliate Trademarks") in any advertisement or other materials used to promote Provider and the Affiliate Program. For the avoidance of doubt, Provider may, but is not obligated to use the Affiliate Trademarks at its sole discretion. This license shall terminate upon the termination of your participation in the Affiliate Program.

14. Term and Termination a) The terms of this Agreement are effective upon your submission of an application to the Affiliate Program and shall remain in effect until either party terminates your participation in the Affiliate Program (the "Term"). Your participation in the Affiliate Program may be terminated at any time by either party, with or without notice or cause. b) You are only eligible to earn Commission Fees on Qualified Purchases occurring during the Term. Commission Fees earned prior to the date of termination will be eligible for Commission Fees only if the orders for the related Provider Services are not cancelled within (30) days and comply with all the terms of this Agreement. We may withhold your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by the Provider in its sole discretion. c) Any Affiliate who violates this Agreement, Provider's Terms of Service, or any applicable law or regulation will immediately forfeit any right to any and all accrued, but not yet received, Commission Fees and will be immediately removed from the Affiliate Program. d) Provider reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at any time for any reason, in Provider's sole discretion.

15. Modification We may modify this Agreement at any time in our sole discretion, and any modifications shall take effect when posted on our website. Your continued participation in the Affiliate Program following the posting of any modification on our website will constitute your binding acceptance of the modified terms. Modifications may include, but are not limited to, changes in the scope of Provider Services eligible for Commission Fees, Commission Fee amounts or percentages, payment procedures, Commission Fee payment schedules, and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement, in which event you shall be entitled to your rights under the unmodified Agreement in effect prior to the date of the applicable modification.

16. Disclaimers We make no express or implied warranties or representations with respect to the Affiliate or any Provider Services sold through the Affiliate Program (including, without limitation, **WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF THE COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE**). In addition, we make no representation that the operation of our websites will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors, including the tracking of information concerning Referred Customers during any period of interruption.

17. Relationship of Parties You and Provider are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to

make or accept any offers or representations on our behalf. You will not make any statement, whether on your Affiliate Site or otherwise, that contradicts anything in this Section. 18.

Representations and Warranties You hereby represent and warrant to us as follows: a) You have reviewed and understand this Agreement and agree to be bound by its terms. b) Your acceptance of this Agreement and participation in the Affiliate Program will not violate (i) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties. c) You are the sole and exclusive owner of the Affiliate Trademarks and have the power to grant to Provider the license to use such marks in the manner contemplated herein, and such grant will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any third person or entity. d) You are not required to obtain consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party in connection with your entrance into this Agreement e) There is no pending or threatened claim, action, or proceeding against you, or any affiliate of yours with respect to the Affiliate Trademarks, and, to the best of your knowledge, there is no basis for any such claim, action, or proceeding. f) During the Term, you will not include in your Affiliate Site content that is, in our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable or in violation of our Terms of Service. g) You are at least eighteen (18) years of age. h) Each Referred Customer is valid, genuine, and unique and meets the criteria of a Qualified Purchase for generating a Commission Fee as provided in this Agreement. 19. Limitation of Liability WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00). 20. Indemnification You hereby agree to indemnify and hold harmless Provider and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your Affiliate Site, including, without limitation, its development, operation, maintenance and content therein not attributable to us. 21.

Confidentiality Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, Provider customer and vendor lists, or pricing and sales information (including without limitation commission rates), shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this

Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party not under any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) pursuant to a valid subpoena or order issued by a court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. In the event of such disclosure, the receiving party shall give the disclosing party prior notice before releasing any information unless giving such notice is prohibited. 22. Independent Investigation You understand that we may at any time (directly or indirectly) solicit Provider relationships on terms that may differ from those contained in this Agreement. We may also solicit relationships with entities that operate websites that are similar to or compete with your Affiliate Site. You have independently evaluated the desirability of participating in the Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement. 23. Miscellaneous a) Governing Law. The laws of the State of Florida will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Duval County, Florida and you irrevocably consent to the jurisdiction of such court. b) Binding Arbitration. By participating in this Affiliate Program, you agree to binding arbitration for any disputes or claims that arise against Provider or its subsidiaries in conjunction with this Affiliate Program. An arbitration firm selected by Provider will be the sole and final arbitrator for any and all disputes or claims related or resulting from participation in this Affiliate Program. All decisions rendered are final. You also are responsible for any and all costs related to such arbitration. c) Assignment. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Provider may assign its rights and obligations under this Agreement. d) Waiver. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement. e) Force Majeure. Provider is not liable for any default or delay in the performance of any of its obligations under this Agreement caused, directly or indirectly, by forces beyond Provider's reasonable control, including without limitation, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, pandemics or epidemics, lockout or boycott.

This file was last modified on March 30, 2023

Data Request Policy

- [Terms of Service](#)
- [Acceptable Use Policy](#)
- [Domain Registration Agreement](#)

- [Professional Services Agreement](#)
- [VPS Terms of Service](#)
- [Dedicated Mail Policy](#)
- [Email Policy](#)
- [Copyright Policy](#)
- [Affiliate Agreement](#)
- [Data Request Policy](#)
- [Website Transfer Agreement](#)
- [Pro Design Live Addendum](#)

1. Privacy Notice.

Please see HostGator's [Privacy Notice](#) for further information on what information HostGator collects, how it is used and when it may be disclosed. Subject to HostGator's Privacy Notice, this Data Request Policy describes the types of data requests that HostGator may receive and how HostGator may respond to such requests.

2. Type of Requests.

HostGator may receive the following types of requests concerning its Subscribers:

1. Data Requests. A data request is a request for information or documents relating to Subscriber accounts in connection with official criminal investigations or other legal proceedings. Except in limited emergency situations (see below), HostGator requires data requests to be made through formal U.S. legal process and procedures, and such requests will be handled in accordance with applicable law. Examples of acceptable data requests include:
 1. Subpoenas
 2. Court Orders
 1. Search Warrants
 2. Legal process received from outside the United States may require a Mutual Legal Assistance Treaty (MLAT) with the United States
 3. Other forms of legal process such as Civil Investigative Demands
 3. Preservation Requests. A preservation request asks HostGator to preserve Subscriber account records in connection with official criminal investigations or other official legal proceedings. Preservation requests must include the following information:
 1. Identification of the account(s) at issue (as further described in Section 6 below);
 2. Identification of the investigating agency and/or specific pending official proceedings (requests must be signed on law enforcement letterhead);
 3. Assurances that the requesting agency or individual is taking steps to obtain appropriate legal process for access to the data that HostGator is being asked to preserve; and
 4. A valid return email address and phone number.
 4. Emergency Requests. An emergency request is only appropriate in cases involving imminent serious bodily harm or death. We respond to emergency requests when we believe in good faith that such harm may occur if we do not respond without delay.
 5. Disclosure of Non-Public Domain Registrant Information. As the sponsoring registrar or reseller of certain domain names governed by the Internet Corporation for Assigned Names and Numbers ("ICANN"), HostGator must permit third parties with a legitimate interest to access masked (non-public) registrant information subject to the data subject's rights under the General Data Protection Regulation ("GDPR") or other similar privacy laws as applicable.
2. Notice to HostGator Subscribers. HostGator's policy is to notify its Subscribers of requests for their data unless HostGator is prohibited from doing so by applicable law or court order.
3. Information to Include in a Request. The following information must be included in a request for Subscriber data:
 1. First and last name of the customer and email address associated with the account; and
 2. Domain name and/or IP address associated with the account.

NOTE: A Request that only includes an IP address may be overly broad and insufficient for HostGator to locate a Subscriber account. Please include additional identifiers such domain name or username whenever possible.

HostGator may not be able to respond to a request without this information.

Additionally, HostGator reserves the right to request a copy of the compliant and any supporting documentation that demonstrates how the information requested is related to any pending litigation, formal legal proceeding or investigation.

4. Sending a Request to HostGator. All data requests should be sent to:

HostGator
 Legal Department
 5335 Gate Pkwy
 Jacksonville, FL 32256
 Phone: (602) 716-5396 (M-F 7am - 3:30pm MST)
 Fax: (904) 659-8905
 Email: legal@hostgator.com

IMPORTANT NOTE: IN THE EVENT YOU SEND US A NOTICE OF ANY KIND VIA EMAIL AND DO NOT RECEIVE A RESPONSE FROM HostGator, PLEASE SUBMIT A DUPLICATE COPY VIA MAIL. DUE TO THE VAGARIES OF THE INTERNET AND EMAIL COMMUNICATION IN PARTICULAR, INCLUDING THE OCCASIONAL UNINTENDED EFFECTS OF SPAM FILTERS, SENDING AN ALTERNATE FORM OF NOTICE WILL HELP ASSURE THAT YOUR NOTICE IS RECEIVED BY HostGator AND ACTED ON IN A TIMELY MANNER.

5. Fees. HostGator may seek reimbursement for costs in responding to requests as provided by law and may charge additional fees for costs in responding to unusual or burdensome requests.
6. Available Information. Subject to receiving a valid request, HostGator may provide data as follows:
 1. Non-Content. HostGator will produce non-content information such as basic Subscriber information which may include the following:
 1. Name
 2. Email addresses
 3. Date and time of account creation
 4. Billing information
 5. IP Logs
 2. Content. HostGator will only produce Subscriber content (such as website files and email content) pursuant to a valid search warrant from an entity with proper jurisdiction.

This file was modified: October 6, 2023