

1. Customer acknowledges and understands that by accepting this Agreement you also accept and shall be bound by the Registry Policies, as amended from time to time, set forth by the Registry Operator in charge of the TLDs you are registering. "Registry Policies" refers to the terms and conditions in the initial launch and General Registration Period of the relevant Registry, including without limitation any standards, policies, specifications, procedures, guidelines, practices, programs or criteria approved by the relevant Registry in accordance with their arrangement with ICANN, now or in the future. Customer is aware that Registries may update the content and/or URL for their Registry Policies and that Customer is responsible for monitoring them on a regular basis.
2. By applying to register a domain name, or by asking MarkMonitor to maintain or renew a domain name registration, Customer agrees that neither the registration of the domain name nor the manner in which it is intended to be used infringes (i) this Agreement; (ii) applicable Registry Policies; (iii) any applicable Law; or (iv) otherwise violates any third-party rights.
 - a. Customer agrees and acknowledges that it is Customer's responsibility to determine whether domain name registrations infringe the Law or violates someone else's rights, including, but not limited to, whether any foreign language translations of your domain name infringe or violate someone else's rights.
 - b. Customer agrees that the domain name shall be in accordance with the syntax norms established by ICANN and/or the relevant Registry, and shall not consist of any of the reserved names established by the Registry Operator. Customer acknowledges that a domain name registered against the syntax norms, the reserved names, or the Registry Policies may be cancelled without a refund. MarkMonitor will not be liable in any case for such cancellation.
 - c. MarkMonitor cannot guarantee that the Customer will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of the application.
 - d. Customer acknowledges and agrees that registration of a domain name does not confer immunity from objection to the registration or use of the domain name.
3. Customer agrees to provide all the required information of the domain name being registered as well as complete, accurate and reliable contact details from persons or entities associated with domain name records as required by the registration process, including:
 - a. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number;
 - b. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;
 - c. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name;
 - d. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the registered name; and
 - e. Any alternative data element required by ICANN and/or the relevant Registry in relation to a particular TLD, in which case the alternative required data elements shall replace and supersede the above-referred data with respect to that particular TLD.

All data referred to in this Section shall be jointly referred to as "Contact Information". Providing Contact Information is mandatory in order to register a domain name. The

Customer shall immediately correct and update the Contact Information during the term of the domain name registration. The Customer acknowledges that a breach of this Section will constitute a material breach of this Agreement, which will entitle MarkMonitor and the relevant Registry Operator, at our sole discretion, to immediately terminate this Agreement and/or temporarily suspend the Customer's domain name without any refund.

4. Customer expressly acknowledges that Contact Information will be:
 - a. Transmitted to the relevant Registry. This transfer is necessary for the domain name to be registered within the relevant Registry. The Registry will only use Customer's data to provide registry services, as required by ICANN.
 - b. Publicly available through the Whois database service, where the Contact Information can be consulted, on a query-by-query basis, by anybody with access to the Internet;
 - c. Included and kept in MarkMonitor's databases for the provision of the registration services regulated in this Agreement; and
 - d. Transmitted to an escrow agent mutually approved by MarkMonitor and ICANN, to be held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN.
 - e. Additionally, Your Contact Information may be made available to ICANN for inspection, if ICANN requests so.
 - f. Furthermore, subject to the Policies implemented by ICANN, MarkMonitor may need to provide third-party bulk access to your Contact Information for commercial purposes. Prior to providing third party bulk access to your Contact Information MarkMonitor will obtain an agreement in writing from such party by which it commits not to use the Contact Information (i) to allow, enable, or otherwise support the transmission by e-mail, telephone, postal mail, facsimile or other means of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (ii) to enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.
 - g. MarkMonitor will not process the Contact Information in a manner incompatible with these purposes. MarkMonitor will take reasonable precautions to protect the Contact Information from loss, misuse, unauthorized access or disclosure, alteration or destruction, as well as undertaking any other security measure required by applicable Law.
 - h. By accepting this Agreement, the Customer expressly consents to the use, copying, distribution, publication, modification and other processing and transferring of the Customer's Contact Information in a manner consistent with the purposes specified above and with relevant mandatory local data protection and privacy laws.
 - i. With respect to third-party individuals whose personal data the Customer may provide MarkMonitor with, Customer represents and warrants that Customer has informed such third-party individuals of the intended uses and recipients of their personal data, of how can they access and, if necessary, modify the data MarkMonitor holds about them. Customer also represents and guarantees that Customer has obtained from such third party individuals the corresponding consent to process their personal data according to this Registration Agreement.

5. Customer agrees that the domain name registered through MarkMonitor will be used in accordance with (i) this Agreement, as amended from time to time (ii) any applicable Registry Policies; (iii) applicable statutes, laws and regulations; and (iv) any rights of third-parties.
6. Any disputes regarding registration or use of the Customer's domain name will be subject to the applicable domain name dispute resolution Policy and the Dispute Policy procedures established by the relevant Registry and/or mandated by ICANN, including but not limited to (i) ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); and (ii) ICANN's Uniform Rapid Suspension Policy ("URS") in those TLDs where the application of these policies is mandatory.
7. Without prejudice of MarkMonitor's rights of termination, MarkMonitor expressly reserve the right, in our sole discretion, to deny, suspend, cancel and/or transfer Customer's domain name registration if:
 - a. Customer wilfully provides inaccurate or unreliable Contact Information, or intentionally or negligently fails to promptly update it;
 - b. Customer fails to follow the policies of use mandated by ICANN and/or the relevant Registry Policies;
 - c. Customer fails to respond for over fifteen (15) days to inquiries by MarkMonitor concerning the accuracy of Contact Information associated with Customer's domain name or another incidence associated to your domain name;
 - d. Customer or third parties reasonably appear to be engaging in illegal activity in the registration or use of the domain name;
 - e. Customer uses the domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet;
 - f. The domain name reasonably appears to be infringing upon or otherwise violate the rights of third parties;
 - g. Customer engages in a conduct that may reasonably put MarkMonitor in breach of any applicable Law, governing authority, Registry Regulation, public policy or third party agreement; and/or
 - h. Law enforcement, a Court of Justice or another relevant authority requests that MarkMonitor do so.
8. Customer acknowledges and agrees that domain name registrations may be denied, cancelled, suspended and/or transferred pursuant to any ICANN adopted specification or Registry Policy or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification:
 - a. to correct mistakes by MarkMonitor and/or the Registry Operator in registering the name, including but not limited to, the cancellation within forty five (45) days from registration of your domain name when its registration has taken place as a result of a previous erroneous cancellation; or
 - b. for the resolution of disputes concerning the domain name. For example, MarkMonitor and the Registry Operator reserve the right to put your domain name on hold during resolution of a UDRP or URS dispute.
9. Customer acknowledges and agrees that the relevant Registry Operator also reserves the right to deny, suspend, modify the status, cancel and/or transfer any registration that it deems necessary, in its discretion, (i) to protect the integrity, security, and stability or the Registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions of this Agreement.

10. Customer accepts that, to the extent permitted by Law, MarkMonitor shall not be liable to it for any direct or indirect or consequential loss or damage of any kind (including but not limited to loss of profit, goodwill, business opportunity or anticipated saving) suffered due to:

- a. Any loss of registration of a domain name for whatever reason not due to MarkMonitor's negligence or wilful misconduct;
- b. Interruptions, access delays, system errors, omissions, or failures in our registration system;
- c. Non-delivery or misdelivery of data between You and Us; or Us and the Registries;
- d. Interruptions or failures of hosting and/or other services not provided by Us, or other events beyond our reasonable control;
- e. Change of Registry and/or ICANN Policies;
- f. Events produced pursuant to the instructions received from the Registry Operators and/or ICANN;
- g. Suspension, cancellation or lose of registration or control -temporarily or definitely- of a domain name registered through COREhub;
- h. Any other clause in accordance with this Agreement; or
 - i. Connected with a decision of the Registry; or
 - ii. Due to Registry's negligence or Registry's insolvency;
 - iii. Non-renewal of a domain name because Customer did not successfully renew prior to the expiration of the then current term;
 - iv. Renewal of a domain name when Customer has not cancelled it in the appropriate timeframe;
 - v. Any other events beyond MarkMonitor's reasonable control, or not due to it's negligence or wilful misconduct.

11. Customer shall indemnify and hold harmless the Registry Operator, MarkMonitor, and our respective directors, affiliates, officers, directors, agents, partners, employees, attorneys and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand, whether in court or not, arising out of or related to

- a. Customer's domain name registration and/or use thereof;
- b. Customer's breach or violation of any term, condition, representation or warranty of this Agreement; or
- c. Customer's violation of any rights of others.

This indemnification is in addition to any indemnification required under the UDRP or any similar policy.