

Terms of Service

A. INTRODUCTION

In this Registration Agreement, the term "Registrant" refers to you, your agents, and each person listed in your account information as being associated with your account. The term "DCC" refers to DomainCostClub.com. Registrant submits this Registration Agreement to DomainCostClub.com, a California corporation ("DCC"), for the purpose of applying for service(s) provided by DCC. If DCC, in its sole discretion, accepts Registrant's application for DCC's service(s), Registrant agrees to be bound by these Terms of Service, the terms of the Dispute Policy (as defined in paragraph D below), the DCC Privacy Policy, and DCC's Terms of Use and other published guidelines that may be updated from time to time, all of which are incorporated herein and made a part of this Registration Agreement by reference (hereafter the "Agreement"). This Agreement explains DCC's obligations to Registrant, and Registrant's obligations to DCC in relation to the DCC service(s) Registrant purchases. By purchasing or otherwise applying for DCC service(s), Registrant agrees to establish an account with DCC for such service(s). When Registrant uses Registrant's account or permits someone else to use such account to purchase or otherwise acquire access to DCC service(s) or to modify or cancel Registrant's DCC service(s) (even if DCC was not notified of such authorization), This Agreement covers any such service or actions. The acceptance of this Agreement and the performance of DCC's service(s) will occur at DCC's offices in Carlsbad, California.

B. FEES, PAYMENT and SERVICE PERIOD

(1) Domain Name Registration: As consideration for the registration, renewal, or transfer of each domain name in DCC's domain name database, assignment of such domain name to Registrant, and the services provided to Registrant by DCC under this Agreement, Registrant agrees to pay DCC the applicable domain registration, renewal, or transfer fees ("Fees") as set forth at <http://DomainCostClub.com/pricing.dhtml> for each registered domain name. The initial term of registration is determined by the registrant, but is no less than one year, and automatically renews for successive one year periods upon payment of the applicable renewal Fees. The initial registration Fees are due and payable in full prior to domain activation. Fees are due immediately and are refundable for 120 hours following a registration, renewal, or transfer. Any explicit renewal of registration is subject to DCC's then current Agreement and payment of all applicable renewal fees is due at the time of renewal. Registrant agrees that transfer of a domain name away from DCC to another registration service provider may be subject to an administrative transfer fee determined in the sole discretion of DCC. DCC does not guarantee the security of your domain name registration records, and Registrant assumes all risks that the password(s) selected by Registrant may be compromised as a result of fraudulent, unauthorized, or illegal activity.

(2) Club Membership: Registrants may choose to enter into a Membership agreement ("Membership") with DomainCostClub.com in order to obtain preferred pricing on domain registrations, renewals, and transfers. As consideration for Membership, Registrant agrees to pay the applicable Membership fees as set forth at <http://DomainCostClub.com>. Membership shall be for no less than one year, and automatically renew for successive one year periods upon payment of the applicable renewal fees. Initial Membership fees are due and payable in full prior to activation of Membership benefits, including but not limited to preferred pricing on domain registrations, renewals, and transfers. Membership fees are refundable for seven calendar days or until a domain registration, renewal, or transfer occurs. Membership fees are non-refundable after seven calendar days, or if a domain registration, renewal, or transfer occurs.

(3) During the domain name registration or club membership process, Registrant will be asked to provide a preferred payment method for the payment of Fees, which the Registrant may modify at any time following registration by clicking on the Payment Info link from within your account. So that Registrant's domain registration and other services are not lost, in the event the Registrant's preferred payment method declines, Registrant authorizes DCC to attempt to collect the Fees by using any method of

payment that Registrant has previously authorized DCC to utilize. In the event Registrant modifies his or her method of payment, Registrant may request that any previously authorized payment method information be permanently removed from DCC's records, which request shall be honored by DCC. In the event Registrant has made such a request and his or her current preferred payment method is declined, Registrant understands that he or she may lose his or her domain name registration and other services hereunder if DCC is not able to obtain timely substitute payment.

C. MODIFICATIONS TO AGREEMENT

Registrant agrees that, during the term of this Agreement, DCC may, in its sole discretion, revise the Agreement (including these Terms of Service, the Dispute Policy (as defined in paragraph D below), the DCC Privacy Policy, and DCC's Terms of Use and other published guidelines that may be updated from time to time) at any time. DCC agrees to post any such revised Agreement on the Documentation page, which can be accessed from within your account, and such revised Agreement will be binding and effective immediately upon the earlier of (1) its posting or (2) upon notification to Registrant by e-mail or United States mail to the then current address provided by Registrant. Registrant agrees to review the DCC Web site (including the current version of the Agreement) periodically to be aware of any such revisions. If Registrant does not agree with any revision to the Agreement, Registrant may terminate this Agreement at any time by calling: (1) 760-602-3050 M-F 8-3 Pacific Time. Notice of Registrant's termination will be effective on receipt and processing by DCC. DCC shall not be obligated to refund any fees paid by Registrant if Registrant terminates this Agreement outside of the previously defined refund period (as defined in paragraph B above). Registrant agrees that Registrant's continued use of DCC's service(s) after any revision to this Agreement becomes effective constitutes Registrant's acceptance of such revisions or changes, and Registrant agrees to abide by and be bound by any such revisions or changes. No employee, contractor, agent or representative of DCC is authorized to alter or amend the terms and conditions of this Agreement.

D. PRIVACY POLICY

The DCC Privacy Policy, which is incorporated into and made a part of this Agreement, can be accessed from within your account. The Privacy Policy sets forth Registrant's and DCC's respective rights and responsibilities with regard to Registrant's personal information. Registrant represents and warrants that Registrant has provided notice to, and obtained consent from, any third party individuals whose personal data Registrant supplies to DCC as part of DCC's service(s). Registrant further agrees to provide such notice and obtain such consent with regard to any third party personal data that Registrant supplies to DCC in the future. DCC is not responsible for any consequences resulting from Registrant's failure to provide notice or receive consent from such individuals nor for Registrant's providing outdated, incomplete or inaccurate information to DCC.

E. DOMAIN NAME DISPUTE POLICY

DCC is not responsible for the determination of anyone's eligibility to register a domain name. Trademark law differs from country to country and, in some countries, from region to region. Registrant agrees to be bound by DCC's current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference (the "Dispute Policy"). The current version of the Dispute Policy may be found at <http://DomainCostClub.com>.

F. DOMAIN NAME DISPUTE POLICY CHANGES OR MODIFICATIONS

Registrant agrees that DCC, in its sole discretion, may change or modify the Dispute Policy. DCC agrees to post any such revised policy on its Web site at <http://DomainCostClub.com>, and such revised policy will be binding and effective immediately upon its posting. Registrant agrees that Registrant's maintaining the reservation or registration of Registrant's domain name after changes or modifications of the Dispute Policy become effective constitutes Registrant's acceptance of the changes or modifications, and Registrant agrees to abide by and be bound by any such changes or modifications. If Registrant does not agree with any such change or modification, Registrant may terminate this Agreement in accordance with the procedures specified in paragraph C above and request that its domain name be deleted from DCC's

domain name database. DCC shall not be obligated to refund any fees paid by Registrant if Registrant terminates this Agreement.

G. DOMAIN NAME DISPUTES

Registrant agrees that, if the registration of its domain name by DCC is challenged by any third party, Registrant will be subject to the provisions of the Dispute Policy in effect at the time of the dispute. Registrant agrees that in the event a domain name dispute arises with any third party, Registrant will indemnify and hold DCC harmless pursuant to the terms and conditions set forth below in this Agreement. If DCC receives notification that a complaint has been filed with a judicial or administrative body regarding Registrant's use of DCC's domain name registration services, Registrant agrees not to make any changes to Registrant's domain name record without DCC's prior approval. DCC, in its sole discretion, may prohibit Registrant from making changes to such domain name record until (1) DCC is directed to do so by the judicial or administrative body, or (2) DCC receives notification by Registrant and the other party contesting Registrant's registration and use of DCC's domain name registration services that the dispute has been settled. Furthermore, Registrant agrees that if Registrant is subject to litigation or proceeding regarding Registrant's registration and use of DCC's domain name registration services, DCC may deposit control of Registrant's domain name and domain name record into the registry of the administrative or judicial body conducting such litigation or proceeding.

H. OWNERSHIP

Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the DCC services identified herein ("DCC Intellectual Property Rights") are owned by DCC or its licensors, and Registrant agrees to make no claim of interest in or ownership of any such DCC Intellectual Property Rights. Registrant acknowledges that no title to the DCC Intellectual Property Rights is transferred to Registrant, and that Registrant does not obtain any rights, express or implied, in the DCC services or its licensors' services, other than the rights expressly granted in this Agreement. To the extent Registrant creates any Derivative Work of any DCC Intellectual Property, such Derivative Work shall be owned by DCC and all right, title and interest in and to each such Derivative Work shall automatically vest in DCC. DCC shall have no obligation to grant to Registrant any right in any such Derivative Work.

I. AGENTS

Registrant agrees that if this Agreement is completed by an agent for Registrant, such as an internet service provider, administrative contact/agent, employee or other representative of Registrant (each an "Agent"), Registrant is nonetheless bound as a principal by all terms and conditions herein, including the Dispute Policy. Registrant agrees that by continuing to use the services of DCC, Registrant shall be deemed to have ratified any unauthorized actions of Registrant's Agent. In addition, Registrant is responsible for any errors made by Registrant's Agent. DCC shall not be obligated to refund any fees paid by Registrant or Registrant's Agent for any reason.

J. LIMITATION OF LIABILITY

DCC disclaims any and all loss or liability to Registrant for any and all loss Registrant may incur resulting from or in connection with, but not limited to: (1) DCC's processing of this Agreement; (2) DCC's processing of any authorized modification to the domain name record during the covered period; (3) Registrant's, or Registrant's Agent's, or Registrant's internet service provider's, failure to pay either the initial registration fee or any renewal fee; (4) the application of the provisions of the Dispute Policy; (5) access delays or access interruptions; (6) data non-delivery; (7) acts of nature; (8) errors, omissions or

misstatements in any and all information or services provided under this Agreement; (9) deletion or failure to store e-mail messages; (10) the development or interruption of Registrant's Web site; or (11) any action or omission of a third party with whom Registrant enters into an agreement as a result of any promotion, advertisement or sponsorship related to, or in connection with, any service(s) of DCC. REGISTRANT AGREES THAT DCC'S ENTIRE LIABILITY, AND REGISTRANT'S SOLE AND EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY DCC SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE LESSER OF (1) THE AMOUNT REGISTRANT PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT OR (2) FIVE HUNDRED U.S. DOLLARS (\$500.00). IN NO EVENT SHALL DCC, ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM DCC) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF DCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, DCC'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. REGISTRANT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF DCC'S SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

K. INDEMNITY

Registrant agrees to release, indemnify, and hold DCC, in DCC's capacities as the registry and a registrar, and DCC's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from and against all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising in connection with Registrant's use of the services provided by DCC, a third party's use of DCC's services from Registrant's computer, Registrant's registration or use of a domain name and actual or alleged infringement by Registrant or its Agent(s), of intellectual property rights, privacy rights or any other rights of third parties, including, without limitation, trademark dilution by Registrant, or a violation of the Agreement. If DCC is threatened with suit or sued by a third party, DCC may seek written assurances from Registrant concerning Registrant's promise to indemnify DCC. Registrant's failure to provide those assurances may be considered by DCC to be a material breach of this Agreement.

L. BREACH

Registrant agrees that failure to abide by any provision of this Agreement, the Dispute Policy or the Terms of Use, Registrant's willful provision of inaccurate, unreliable, or false information at any time, Registrant's failure to update Registrant's information to keep it current, complete or accurate, or Registrant's failure to respond for over ten (10) calendar days to inquiries from DCC concerning the accuracy of the contact details associated with Registrant's domain name registration or use of DCC's service(s) shall be deemed by DCC to be a material breach by Registrant. DCC may provide a written notice, describing the breach, to Registrant. If, within ten (10) calendar days of the date of mailing of such notice, Registrant fails to provide evidence, which is reasonably satisfactory to DCC, that it has not breached its obligations, then DCC may delete Registrant's registration of its domain name and/or terminate the other service(s) of DCC that Registrant is using without further notice. Any such breach by Registrant shall not be deemed to be excused simply because DCC did not act earlier in response to that breach, or any other breach, by Registrant. DCC shall not be obligated to refund any fees paid by Registrant if DCC terminates this Agreement.

M. NO GUARANTY

Registrant agrees that, by registration of a domain name, such registration does not confer immunity from objection to either the registration or use of the domain name.

N. REPRESENTATIONS AND WARRANTIES

Registrant represents and warrants by submitting this Agreement that: (1) to the best of Registrant's

knowledge and belief, the information submitted to DCC by Registrant or Registrant's Agent is true and correct, and that any future changes to this information will be provided to DCC in a timely manner according to the domain name and other applicable modification procedures in place at that time; (2) to the best of Registrant's knowledge and belief, neither the registration of Registrant's domain name nor the manner in which Registrant intends to use such domain name will directly or indirectly infringe the legal rights of a third party; (3) Registrant has all requisite power and authority to execute this Agreement and to perform Registrant's obligations hereunder; (4) Registrant is of legal age to enter into this Agreement; and (5) with respect to the Forwarding Service only, Registrant has the necessary rights to use the Forwarding Service to forward, point, alias or resolve Registrant's domain name(s) to the other domain name designated by Registrant in ordering such Forwarding Service. Registrant agrees that use of DCC's service(s) is solely at Registrant's own risk. Registrant further agrees that all of DCC's service(s) are provided on an "as is" and "as available" basis. Any breach of any of these representations and warranties by Registrant will constitute a material breach of this Agreement.

O. DISCLAIMER OF WARRANTIES REGISTRANT AGREES THAT REGISTRANT'S USE OF DCC'S SERVICES SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT ALL OF DCC'S SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. DCC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DCC MAKES NO WARRANTY THAT DCC'S SERVICE(S) WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT SUCH SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES DCC MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF DCC'S SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DCC SERVICES IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO REGISTRANT'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. DCC MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF ITS SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY REGISTRANT FROM DCC SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO REGISTRANT. DCC SHALL HAVE NO RESPONSIBILITY FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY REGISTRANT FROM A THIRD PARTY.

P. REVOCATION

Registrant agrees that DCC may terminate Registrant's contractual right to use DCC's service(s) if the information Registrant provides pursuant to this Agreement, or subsequent modification(s) thereto, contains false or misleading information, or conceals or omits any information DCC would likely consider material to its decision to approve this Agreement and continue to provide services hereunder. Registrant agrees that DCC may terminate any of its service(s), including domain name registration service(s), in the event that Registrant uses such service(s) for any improper purpose, as determined in the sole discretion of DCC. Registrant further agrees that DCC may suspend, cancel or transfer Registrant's domain name registration in order to correct mistakes made by DCC in registering Registrant's chosen domain name or to resolve a dispute under the Dispute Policy. DCC shall not be obligated to refund any fees paid by Registrant if DCC terminates its services.

Q. RIGHT OF REFUSAL

DCC, in its sole discretion, reserves the right to refuse to register Registrant's requested domain name or provide Registrant with any other DCC service(s), or to delete Registrant's domain name within the first thirty (30) calendar days from receipt of Registrant's payment of the registration fee. Registrant agrees that the submission of this Agreement does not obligate DCC to accept this Agreement. Registrant agrees

that DCC shall not be liable for loss or damages that may result from DCC's refusal to accept this Agreement, DCC's registration or deletion of Registrant's domain name or DCC's refusal to provide any other service(s).

R. SEVERABILITY

Registrant agrees that the terms of this Agreement are severable. If any term or provision of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the remaining terms or provisions shall continue to be binding and remain in full force and effect.

S. ENTIRETY

Registrant agrees that the terms of this Agreement, the Dispute Policy, the Privacy Policy, the Terms of Use and any other rules and policies published by DCC are the complete and exclusive agreement between Registrant and DCC regarding the services provided to Registrant by DCC hereunder and supersede all prior representations, agreements and understandings, whether established by custom, practice, policy or precedent.

T. NON-ASSIGNMENT

Registrant's rights under this Agreement are not assignable. Any attempt by Registrant to assign Registrant's rights shall render this Registration Agreement voidable at DCC's option. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, garnishment or otherwise, shall render this Agreement voidable at DCC's option.

U. FORCE MAJEURE

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, fire, flood, natural disaster, storm, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described herein extends for period in excess of thirty (30) days in the aggregate, DCC may immediately terminate this Agreement.

V. GOVERNING LAW

Registrant agrees that this Agreement shall be governed in all respects by and construed in accordance with the internal laws of the State of California, United States of America, without reference to California's conflict of law principles. By submitting this Agreement, Registrant hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in the County of San Diego, California.

W. WAIVER

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of DCC. The failure of DCC to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Registrant agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

X. THIS IS DOMAINCOSTCLUB.COM REGISTRATION AGREEMENT VERSION NUMBER **1.0**. By completing and submitting this Agreement for consideration and acceptance by DCC, Registrant agrees that Registrant has read and agrees to be bound by paragraphs (A) through (W) above.