

Domain Registration Agreement

SoftLayer Technologies, Inc.

Contact Us
866.398.7638
214.442.0602
softlayer.com

Dispute Resolution Policy

This Domain Name Registration Agreement ("Agreement") is by and between SoftLayer Technologies, Inc. ("SoftLayer"), a Delaware corporation, and You, Your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of SoftLayer's Domain Name Registration and represents the entire agreement between You and SoftLayer. By participating in this transaction, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, including our dispute policy, along with any new, different or additional terms, conditions or policies which SoftLayer may establish from time to time.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with SoftLayer, whether or not the transactions were in Your behalf. You acknowledge that SoftLayer's acceptance of any application made by You for services provided by SoftLayer will take place at SoftLayer's offices located in Dallas, Texas, USA.

You acknowledge that SoftLayer is a registrar bound by an agreement between SoftLayer and the Internet Corporation for Assigned Names and Numbers ("ICANN"). You agree that SoftLayer may modify this Agreement in order to comply with applicable law and the terms and conditions set forth by the Internet ICANN and/or the Registry Administrator chosen by ICANN, as well as any registration rules or policies that may be published from time to time by SoftLayer.

Fees

In consideration for the services and products ("Service") purchased by You and provided to You by SoftLayer, You agree to pay SoftLayer at the time Service is provided. You understand that ICANN requires SoftLayer to collect a small registration fee when You purchase your domain name registration. You agree to pay such fees. Payments are non-refundable. If for any reason SoftLayer is unable to charge Your Payment Method for the full amount owed SoftLayer for the Service provided, or if SoftLayer is charged a penalty for any fee it previously charged to your Payment Method, You agree that SoftLayer may pursue all available remedies in order to obtain payment. You agree that the remedies SoftLayer may pursue in order to effect payment shall include immediate cancellation without notice to You of any domain names registered or renewed by You or on Your behalf. SoftLayer reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You.

Domain Name Renewals

When You register a domain name, You have the option to elect that the domain name be automatically renewed upon reaching the expiration date. If You elect the automatic renewal option, SoftLayer will automatically renew, for a period equivalent to the length of your original registration, any domain name that is up for renewal and will take payment from the Payment Method You have on file with SoftLayer, at SoftLayer's then current rates. Thus, if You have chosen to register your domain name for one year, SoftLayer will automatically renew it for one year. If You have chosen to register your domain name for two years, SoftLayer will automatically renew it for two years, and so on. Domain name renewals will be non refundable. If for any reason SoftLayer is not able to take the payment from the Payment Method You have on file, and You fail to respond to our notices, Your domain name registration will expire. It is Your responsibility to keep Your Payment Method information current, which includes the expiration date if You are using a credit card. If You do not elect that the domain name be automatically renewed, You have the responsibility of logging into Your account for that domain name and manually implementing the renewal by the expiration date (should You in fact want the domain name to be renewed). A current list of the fees for automatic or manual renewal can be found at <http://www.softlayer.com/domain-services>. If You fail to manually implement the renewal in a timely fashion the domain name will be cancelled and You will no longer have use of that name. You agree that SoftLayer will not be responsible for cancelled domain names that You fail to renew, either automatically or manually. In any case, if You fail to renew Your domain name in a timely fashion, additional charges may apply. (Current fees for post-expiration renewal can be found here: <http://www.softlayer.com/domain-services>). If You signed up for any other service in conjunction with Your domain registration, these services may be automatically renewed when Your domain registration is up for renewal, and You may incur an additional renewal fee unless You cancel in advance.

SoftLayer sends domain renewal reminders via email to the registered owner contact of the domain name in accordance with the ICANN Expired Registration Recovery Policy ("ERRP"). The notices are sent as follows:

- SoftLayer will send a first renewal reminder notice approximately 30 days before the domain registration expires, and a second notice approximately 1 week before expiration. Both of these notices will be sent to the email address on file for the owner of the domain registration.
- SoftLayer will send ONE more renewal reminder notice by email to the owner of the domain registration 3 days after expiration.

If You fail to renew your domain name, You agree that SoftLayer may, at its sole discretion, renew your expired domain name on your behalf. If SoftLayer decides to renew your expired domain name on your behalf You will have a Renewal Grace Period during which You may reimburse SoftLayer for the renewal and keep your domain name. The Renewal Grace Period is currently 30 days but subject to change under the terms of Section 2 of this Agreement.

If You do not reimburse SoftLayer for the renewal during the Renewal Grace Period your domain name will be placed on Hold and flagged for deletion after which You will have a 30 day Redemption Grace Period during which You may pay SoftLayer a Redemption fee and redeem your domain name. The Redemption fee is subject to change under the terms of this Agreement. The current Redemption fee can be found at <http://www.softlayer.com/domain-services>.

If You do not redeem your domain name prior to the end of the Redemption Grace Period SoftLayer may, at its sole discretion, delete your domain name or transfer it to another registrant on your behalf.

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Term of Agreement; Modifications

The term of this Agreement shall continue in full force and effect as long as You have any domain name registered through SoftLayer. You agree that You will not transfer any domain name registered through SoftLayer to another domain name registrar during the first sixty (60) days from its initial registration date. You further agree that SoftLayer may charge You a small fee if You cancel Your domain within the five (5) day grace period after registering Your domain with SoftLayer and SoftLayer refunds the price of Your domain. SoftLayer will not charge You a fee if SoftLayer cancels Your domain name during this period because of fraud.

You agree that SoftLayer may modify this Agreement from time to time. SoftLayer may also discontinue services it provides under this Agreement. You agree to be bound by any changes SoftLayer may reasonably make to this Agreement when such changes become effective. Should You elect to cancel Your agreement with SoftLayer You will not receive a refund for any fees You may have paid to SoftLayer.

You agree that SoftLayer shall not be bound by any representations made by third parties who You may use to purchase services from SoftLayer, and that any statements of a general nature, which may be posted on SoftLayer 's web site or be contained in SoftLayer 's promotional materials, will not bind SoftLayer.

Up To Date and Use of Information

You agree to notify SoftLayer within five (5) business days when any of the information You provided as part of the application and/or registration process changes. It is Your responsibility to keep this information in a current and accurate status. Failure by You, for whatever reason, to provide SoftLayer with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by SoftLayer to determine the validity of information provided by You, shall also be considered to be a material breach of this Agreement. You agree to retain a copy for Your records of the receipt for purchase of Your domain name.

You agree that for each domain name registered by You the following information will be made publicly available in the Whois directory as determined by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

- The domain name
- Your name and postal address
- The email address, postal address, voice and fax numbers for technical and administrative contacts
- The Internet protocol numbers for the primary and secondary name servers
- The corresponding names of the name servers
- The original date of registration and expiration date

You agree that, to the extent permitted by ICANN, SoftLayer may make use of the publicly available information You provided during the registration process. If You engage in the reselling of domain names You agree to provide any individuals whose personal information You've obtained with information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those individuals for such use of the personal information they provide.

Transfer of Domain Names; Resale Practices

If You transfer any domain name, You agree to provide the information required by, and to abide by, the procedures and conditions set forth in this Agreement. In order to further protect Your domain, any domain registered with SoftLayer or transferred to SoftLayer shall be placed on lock status. The domain must be placed on unlock status in order to modify any of the Whois information including the name servers, or initiate a transfer of the domain name away from SoftLayer to a new Registrar. You may log into Your account with SoftLayer at any time after Your domain name has been successfully transferred to SoftLayer, and change the status to unlock.

You agree to inform any customer of Yours, who may be acquiring a domain name through You using SoftLayer 's registration services, that they are in fact registering their domain name through SoftLayer and that SoftLayer is an accredited registrar with ICANN. You agree not to represent that You are an ICANN accredited registrar or that You are in any way providing superior access to the ICANN Domain Name Registry. You also agree not to use the ICANN trademark logo in any of Your promotional materials including Your web site.

You agree to obtain each of Your customers' acceptances of SoftLayer's then current Domain Registration Agreement, and to retain evidence of their acceptance for a period of not less than three (3) years. Should You require that Your customers accept additional terms and conditions that are not required by SoftLayer, You agree that such additional terms and conditions shall not conflict with SoftLayer 's Domain Registration Agreement and the policies and business procedures adopted by ICANN.

You agree that SoftLayer is not lending You access to its registrar connections or its registry access, nor will You be deemed to be a registrar in Your own right. Furthermore, You agree You will not attempt to gain access to SoftLayer's registrar connections or registry access. You agree to provide complete, accurate and current data for each registrant to be added to a registry in accordance with ICANN requirements for inclusion in the Whois database. You agree to provide Your customers with adequate customer support, and to maintain contact with them with regard to providing a medium for them to communicate changes in the information they provided as part of the domain name registration process. Upon receiving corrected or updated information You will, within 5 business days, provide such information to SoftLayer so SoftLayer may update its registration records. You will retain copies of all communications between You and Your customers and will upon request provide SoftLayer copies of same.

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Restriction of Services; Right of Refusal

You agree not to use the services provided by SoftLayer, or to allow or enable others to use the services provided by SoftLayer for the purposes of:

The transmission of unsolicited email (Spam).

Repetitive, high volume inquiries into any of the services provided by SoftLayer (i.e. domain name availability, etc.).

If You are hosting Your domain's domain name servers ("DNS") on SoftLayer's servers, or are using SoftLayer's systems to forward a domain, URL, or otherwise to a system or site hosted elsewhere, or if You have your domain name registered with SoftLayer, You are responsible for ensuring that there is no excessive overloading on SoftLayer's DNS systems. You may not use SoftLayer's servers and Your domain as a source, intermediary, reply-to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attacks. Server hacking or other perpetration of security breaches is prohibited. You agree that SoftLayer reserves the right to deactivate Your domain name from its DNS system if SoftLayer deems it is the recipient of activities caused by your site that threaten the stability of its network.

You agree that SoftLayer, in its sole discretion and without liability to You, may refuse to accept the registration of any domain name. SoftLayer also may in its sole discretion and without liability to You delete the registration of any domain name during the first thirty (30) days after registration has taken place. SoftLayer may also cancel the registration of a domain name, after thirty (30) days, if that name is being used in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; and activities designed to harm minors in any way. In the event SoftLayer refuses a registration or deletes an existing registration during the first thirty (30) days after registration, You will receive a refund of any fees paid to SoftLayer in connection with the registration either being canceled or refused, unless the deletion was the result of the domain name being used in association with spam or morally objectionable activities, in which case, no refund will be issued.

Suspension of Services; Breach of Agreement

You agree that, in addition to other events set forth in this Agreement, Your ability to use any of the services provided by SoftLayer is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN.

You agree that Your failure to comply completely with the terms and conditions of this Agreement and any SoftLayer rule or policy may be considered by SoftLayer to be a material breach of this Agreement and that SoftLayer may provide You with notice of such breach either in writing or electronically (i.e. email). In the event You do not provide SoftLayer with material evidence that You have not breached Your obligations to SoftLayer within ten (10) business days of such notice, SoftLayer may terminate its relationship with You and take any remedial action available to SoftLayer under the applicable laws. Such remedial action may be implemented without notice to You and may include, but is not limited to, canceling the registration of any of Your domain names and discontinuing any services provided by SoftLayer to You. No fees will be refunded to You should Your agreement be cancelled or services be discontinued because of a breach.

SoftLayer's failure to act upon or notify You of any event, which may constitute a breach, shall not relieve You from or excuse You of the fact that You have committed a breach.

Dispute Resolution Policy

You agree to be bound by our current Dispute Resolution Policy. This policy is incorporated herein and made a part of this Agreement. You can view the [Uniform Domain Name Dispute Resolution Policy](#) online. You agree that SoftLayer may from time to time modify its Dispute Resolution Policy. SoftLayer will post any changes to its Dispute Resolution Policy at least 30 days before they become effective. You agree that by maintaining Your domain name registrations with SoftLayer after the updated policy becomes effective that You agree to the Dispute Resolution policy as amended. You agree to review SoftLayer's web site periodically to determine if changes have been made to the Dispute Resolution Policy.

You agree that if a dispute arises as a result of one or more domain names You have registered using SoftLayer, You will indemnify, defend and hold SoftLayer harmless as provided for in this Agreement. You also agree that if SoftLayer is notified that a complaint has been filed with a governmental, administrative or judicial body regarding a domain name registered by You using SoftLayer, that SoftLayer, in its sole discretion, may take whatever action SoftLayer deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. In this event You agree to hold SoftLayer harmless for any action taken by SoftLayer.

Limitation of Liability

You agree that SoftLayer's entire liability to You under this Agreement, and your only remedy, in connection with any service provided by SoftLayer to You under this Agreement, and for any breach of this Agreement by SoftLayer, shall be limited to the fees You paid to SoftLayer for the particular service in contention. SoftLayer and its agents and contractors shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use of or inability to use any of SoftLayer's services or for the cost of obtaining substitute services. Because certain states do not permit the limitation of elimination of liability for certain types of damage, SoftLayer's liability shall be limited as much as permitted by applicable law. SoftLayer disclaims any loss or liability resulting from:

- access delays or interruptions to our web site or domain name registration system
- data non-delivery or misdelivery between You and SoftLayer

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- events beyond our control (i.e. acts of God)
- the loss of registration or processing of a domain name or the use of a domain name
- the failure for whatever reason to renew a domain name registration
- the unauthorized use of Your account with SoftLayer or any of services provided to You by SoftLayer
- errors, omissions or misstatements
- deletion of, failure to store, or failure to process or act upon email messages
- processing of updated information to Your registration record
- development or interruption of Your web site
- errors taking place with regard to the processing of Your application
- application of SoftLayer 's Dispute Resolution Policy
- any act or omission caused by You or Your agent (whether authorized by You or not)

Indemnity

You agree to release, defend, indemnify and hold harmless SoftLayer and its contractors, agents, employees, officers, directors, shareholders and affiliates from and against any losses, damages or costs, including reasonable attorney's fees, resulting from any claim, action, proceeding suit or demand arising out of or related to Your (including Your agents, affiliates or anyone using Your account with SoftLayer whether or not on Your behalf, and whether or not with Your permission) use of the services provided by SoftLayer. Should SoftLayer be notified of a pending lawsuit, or receive notice of the filing of a lawsuit, SoftLayer may seek a written confirmation from You concerning Your obligation to indemnify SoftLayer. Your failure to provide such a confirmation may be considered a breach of this Agreement.

Representations and Warranties

You warrant that all information provided by You as part of the registration process is complete and accurate. You also warrant that each registration You make is being done in good faith and that You have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's registration, trademark or trade name. You also warrant that the domain name being registered will not be used in connection with any illegal activity.

You agree that SoftLayer makes no representations or warranties of any kind in connection with this Agreement and specifically makes no guaranty to You against the possibility of objection to, or challenge of, the registration or use of any domain name You register with SoftLayer.

SoftLayer expressly reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of SoftLayer, as well as its affiliates, subsidiaries, officers, directors and employees. SoftLayer also reserves the right to freeze a domain name during resolution of a dispute.

Disclaimer of Warranties

SoftLayer 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. SoftLayer makes no warranty that its service(s) will meet your requirements, or that the service(s) will be uninterrupted, timely, secure, or error-free, or that defects will be corrected. SoftLayer does not warrant, nor make any representations regarding, the use, or results of, any of the services it provides, in terms of their correctness, accuracy, reliability, or otherwise.

Severability; Entirety

You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

You agree that this Agreement, including the policies it refers to (i.e. our Dispute Resolution Policy, etc.) constitute the complete and only agreement between You and SoftLayer regarding the services contemplated herein.

Venue; Waiver of Trial by Jury

This Agreement shall be deemed entered into in the state of Texas. Except for disputes concerning the user of a domain name registered with SoftLayer, the laws and judicial decisions of Dallas County, Texas, shall be used to determine the validity, construction, interpretation and legal effect of this Agreement. You agree that any action relating to or arising out of this Agreement shall be brought in the courts of Dallas County, Texas. You agree to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.

Notices

You agree that, with the exception of notices concerning breach of this Agreement, all notices from SoftLayer to You may be posted on our web site, or sent to the email address you have on file with SoftLayer, and will be deemed delivered within three (3) days after

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posting/sending. Notices concerning breach will be sent either to the email address You have on file with SoftLayer or mailed first class postage to the postal address You have on file with SoftLayer. In both cases, delivery shall be deemed to have been made five (5) days after the date sent. Notices from You to SoftLayer shall be made either by email, sent to the address we provide on our web site, or first class mail to our address at:

Legal Department
SoftLayer Technologies, Inc.
4849 Alpha Road
Dallas, TX 75244

Delivery shall be deemed to have been made by You to SoftLayer on the actual date of receipt.

Provisions Specific to All Registrations

You agree to be bound by the rules, policies, and agreements of each Registry from which You purchase a domain registration, which may include, but are not limited to, Top Level Domain Registries and Second Level Domain Registries.

Provisions Specific to .COM, and .NET Registrations Indemnification

You agree to indemnify, defend and hold harmless the .COM, .NET and .NAME Registry Operator, VeriSign, Inc., and its 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 to the Registered Name holder's domain name registration.

Provisions Specific to .ORG Registrations Indemnification

You agree to indemnify, defend and hold harmless the .ORG Registry Operator, Public Interest Registry Co. and its 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 to the Registered Name holder's domain name registration.

Provisions Specific to .INFO Registrations Indemnification

You agree to indemnify, defend and hold harmless the .INFO Registry Operator, Afiliis Limited and its 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 to the Registered Name holder's domain name registration.

Provisions Specific to .US and .INFO

You agree to indemnify, defend and hold harmless the .US and .INFO Registry Operator, NeuStar Inc. and NeuLevel inc. and its 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 to the Registered Name holder's domain name registration.