

TLD Registrar Pty Ltd

Registration And Service Agreement

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This Agreement explains our obligations to you, and explains your obligations to us for the Services. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by the Registry administrator of the applicable top-level domain:

I. DOMAIN REGISTRATION

A. PARTIES

IN THIS AGREEMENT ("Agreement"), "Registrant", "you" and "your" refers to the Registrant of each domain name registration, "we", "us" and "our" refers exclusively to TLD Registrar Pty Ltd., an entity incorporated in Australia.

"Services" refers to domain name registration and other services provided by us. Any reference to a "Registry" shall refer to the registry administrator of the applicable top-level domain ("TLD").

B. SELECTION OF DOMAIN NAME

You are responsible for your selection of a domain name and determining whether you have a legal right to use it for your intended purpose. We may suggest alternative or additional domain names. Such automated suggestions are not a representation on our part that you have a right to use any such domain name.

You acknowledge and agree that we cannot guarantee that you will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of your application. You represent that, to the best of your knowledge and belief, neither the registration of the domain name nor the manner in which you intend to use it, infringes upon the legal rights of a third party and further, that the domain name is not being registered for, nor shall it at any time whatsoever be used for, any unlawful purpose. If you register a letter/letter two-character domain name, you agree that you will take steps to ensure against misrepresenting or falsely implying that you or your business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist. Pursuant to applicable law and policies, you are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Such laws and policies may result in consequences for such activities including suspension of the domain name.

You acknowledge that your selection of our services in no way provides you with superior access to any domain name registry, including those with which we have shared ownership, partnership or other business arrangements, compared to that of any other registrar accredited for that registry; and that your selection of our services was in no way premised on any representation made by us to that effect.

C. TLD-SPECIFIC TERMS AND APPLICABLE REGISTRY POLICIES

Many TLD registries mandate the inclusion of various terms and conditions be applied to domain names in their respective TLDs. In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable TLD registry, the term, condition, policy or procedure of the applicable TLD registry shall prevail. These terms, and the conditions of our accreditation in various TLDs, have important provisions in them relating to dispute policies, conditions of use, and personal data retention requirements.

Terms mandated by various TLD registries are set forth or linked to TLD Specific Terms, and are incorporated into this Agreement in full. The TLD Specific Terms can be found here –

<https://www.domains.best/hubfs/dotKred%20-%20Policies%201%20Feb%202024%20v1.2.pdf>

D. FEES

As consideration for the Services, you agree to pay the applicable fees prior to the effectiveness of a desired domain name registration or any renewal thereof. All fees payable hereunder are non-refundable even if your domain name registration is suspended, cancelled or transferred prior to the end of your current registration term.

A list of our current fees, exclusive of any discount or promotional offer, can be found here - <https://www.domains.best/hubfs/dotKred%20dotCEO%20and%20dotBest%20Pricing%20Structure%202024.pdf>

These fees are subject to change, and the applicable fee to any transaction shall be that currently posted at the time the transaction is initiated.

E. TERM

This Agreement will remain in effect during the term of your domain name registration as selected, recorded and paid for at the time of registration or any renewal thereof. In the event that you materially breach any term of this Agreement and such breach is not cured within seven (7) calendar days after written notice is given to you by us, then we may, by written notice, terminate this Agreement as of the date specified in the notice of termination. We also may also choose to terminate this agreement, at our convenience, and disallow renewal of any domain name with us, by giving you written notice of our intent to terminate. Termination for convenience will be effective one (1) year after notice is provided, and you will be required to transfer the sponsorship of any domain name registration with us to another ICANN-accredited registrar, in compliance with any procedures established or approved ICANN, before the name is scheduled for renewal.

F. MODIFICATIONS

You acknowledge and agree that we may modify this Agreement, or any other related and/or applicable agreement, such as may be required by the Internet Corporation for Assigned Names and Numbers ("ICANN"), a TLD registry, and applicable laws, as well as to adjust to changing circumstances. All amendments to this Agreement will be posted on our website. Your continued use of the Services will constitute your acceptance of this Agreement with any revisions. If you do not agree to any change, you may request that your domain name registration be cancelled or transferred to a different accredited registrar. You agree that

such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

G. YOUR ACCOUNT AND PROFILE SETTINGS

As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process, and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Profile Settings"). You represent that the Profile Settings and all other statements used in your registration application are true, complete, accurate, and authorized by the Registrant. We and each Registry reserve the right to terminate your domain name registration if: (i) information provided by you or your agent is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) you have failed to maintain, update and keep your Account Information true, current, complete, accurate and reliable.

You acknowledge that a breach of this section will constitute a material breach of our Agreement, which will entitle either us or a Registry to terminate this Agreement immediately upon such breach without any refund and without notice to you. Failure to respond to inquiries by us addressed to the email address of the registrant, the administrative, billing or technical contact appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and constitute a sufficient basis for cancellation of the domain name registration.

You agree to safeguard your account access information, such as your user name and password, against any unauthorized use. In no event shall we be liable for the unauthorized use or misuse of your login and password. In the event your account access or service information relies upon credentials generated or managed by a third party account access provider (e.g. two-factor identification systems, social media login credentials) which you provide to us, it is your responsibility to safeguard and maintain such credentials, and we will not be responsible for misuse of those credentials as a consequence of a breach of your third party account access provider.

H. DOMAIN NAME DISPUTES, IN GENERAL

You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the dispute policy adopted by the applicable registry. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable policy. If we are notified that a complaint has been filed with a judicial or administrative body regarding your domain name, we may, in our sole discretion, suspend your ability to use your domain name or to make modifications to your registration records until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration or use of your domain name, we may deposit control of your registration record into the registry of the judicial body by supplying a party with a registrar certificate from us.

You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to the applicable TLD registry policy or rule, ICANN or government-adopted requirement; or pursuant to any registrar or registry procedure not

inconsistent with a registry, ICANN or government-adopted requirement, (1) to correct mistakes by us or a registry in registering the name or (2) for the resolution of disputes concerning the domain name.

You agree that, in the event of a dispute in relation to a domain name, that we may assess the dispute administrative fee included in our fee schedule, in addition to costs and fees incurred by us (see "Indemnity"). The fee schedule can be found here

<https://www.domains.best/hubfs/dotKred%20dotCEO%20and%20dotBest%20Pricing%20Structure%202024.pdf>

I. AGENCY

Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your 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 domain name. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the current contact information provided by the licensee and the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm. You represent that you are authorized by and have the capacity to bind any third party on whose behalf you represent, to the terms and conditions in this Agreement.

J. COMMUNICATIONS

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your use of the Services.

K. LIMITATION OF LIABILITY

You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the initial registration of your domain name. We, our directors, employees, affiliates, subsidiaries, agents and third party providers, ICANN and the applicable registries shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim 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. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

L. INDEMNITY

You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates, ICANN, the applicable registries and their respective directors, officers, employees, agents and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties arising out of or relating to the registration or use of the domain name registered in your name, whether used by yourself, licensed to a third party or pursuant to the Privacy.Link WHOIS Privacy Service, including without limitation infringement by you or a third party with access to your Account Identifier and Password. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in the suspension or cancellation of your domain name. As noted in Section Y below, this indemnification obligation will survive the termination or expiration of this Agreement.

M. TRANSFER OF SERVICES

The person named as Registrant on the WHOIS shall be the registered name holder. The person named as administrative contact at the time the controlling account identifier and password are secured shall be deemed the designate of the Registrant with the authority to manage the domain name. You agree that prior to transferring registration of your domain name to another person (the "Transferee") you shall require the Transferee to agree to be bound by all the terms and conditions of this Agreement. If, in our sole discretion, the Transferee fails to be bound in a reasonable fashion to the terms and conditions in this Agreement, any such transfer will be null and void. Such failure may include failure to provide or verify contact information and/or to fail to signify agreement to these terms.

N. RENEWAL AND EXPIRATION POLICY AND FEES

Domain names are registered for a finite period of time. We will send you reminders by email, in accordance with your email contact information provided to us, starting at approximately 30 days prior to the expiration of your registration. The reminders will invite you to renew your domain name and specify the deadline for renewal of the domain name. We will send additional reminders as expiration approaches. It is important for you to keep your contact information updated with us, so that you will receive these reminders.

If you choose to have any of the Services renewed on an automatic payment basis, you authorize us to automatically renew such service and to pay the prevailing fee at the time of such renewal using a payment instrument such as your debit or credit card. If you desire to use automatic renewal, it will be necessary for you to authorize us to maintain your payment information for that such purpose. You are responsible for maintaining such information current and correct, and updating it if necessary, prior to the time we attempt to renew the service. We will attempt to charge your payment instrument approximately 30 days prior to the expiration of the service, so that there will be time left for you to make other payment arrangements if the attempt fails. If the charge attempt fails, we will also attempt to notify you in the same manner that we send reminders. In no event shall we be held liable for failure of automatic renewal payment as a consequence of your failure to maintain updated payment information or as a consequence of policies, procedures, or errors by the issuer of your payment instrument or payment service provider.

If you have designated a service to automatically renew, it is solely your responsibility to cancel such designation prior to our attempt to renew your service should you no longer desire automatic renewal. No refund of payments will be issued for failure to cancel such designation prior to renewal.

In the event that you fail to renew your domain name prior to its expiration, your registration will expire and we may, at our discretion, elect to assume the registration and may hold it for our own account, delete it or transfer it to a third party. You acknowledge and agree that your right and interest in a domain name ceases upon its expiration and that any expired domain name may be made available for registration by a third party.

If you fail to renew your registration, your domain name may cease to resolve and visitors to your site may be redirected to a default page informing them that the site is no longer in service. This parked or default page may feature advertisements posted by us for our own account.

If we, in our sole discretion, have elected to maintain the domain name beyond expiration, you will be entitled to a grace period of forty (40) days during which you may recover the domain name from us. Additional costs for the redemption and re-registration will apply. During this grace period, we may post a parked page and/or may revise the "Whois" registration records to include either our information or to otherwise indicate the domain name is in an expired status. The domain name also may be listed for auction and promoted as being available for auction. If the name is sold during any such auction, it will be acquired by a third party and will not remain available for re-registration by you after our stated grace period. If you do not re-register the domain name during the grace period, any such auction sale will be concluded and ownership of the domain transferred to a third party. Some TLD registries may have additional, or different, post-expiration terms, conditions or policies, which may provide different or no mandatory post-expiration redemption opportunities. The relevant TLD registry operators are identified in the TLD- specific additional terms hereof.

If you fail to renew your domain name registration during the grace period, you acknowledge that you have abandoned the domain name and that it is available for sale and registration by any third party.

Fees for domain name renewal and for recovery and redemption of domain names which have expired, if applicable, are posted in our fee schedule, which can be found here – <https://www.domains.best/hubfs/dotKred%20dotCEO%20and%20dotBest%20Pricing%20Structure%202024.pdf>

O. REGISTRANT-REQUESTED DELETION

Provided a domain name is not being maintained in a locked status pursuant to a dispute, transfer, or other status inconsistent with cancellation thereof, in the event you request cancellation of the domain name registration, we will place the domain name in a status indicating it is subject to deletion prior to (a) submitting the domain name to the applicable Registry cancellation or deletion process or (b) allowing the registration term to expire. In the event of a dispute prior to cancellation or expiration of the domain name, you will be identified as the registrant.

P. YOUR INFORMATION.

As part of the registration process, and to comply with applicable ICANN and Registry policies, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (a) your name, postal address, e-mail address, and voice and fax (if available) telephone numbers; (b) the domain name being registered; (c) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name; (d) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and (e) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name.

You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, law enforcement agencies and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by ICANN and applicable laws. You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us. We will not process or maintain data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized disclosure, alteration or destruction of that information.

Q. REVOCATION.

We, in our sole discretion, reserve the right to deny, cancel, suspend, transfer or modify any domain name registration to correct a mistake, protect the integrity and stability of our operations and of any applicable registry, to comply with any applicable laws, government rules, or requirements, requests of law enforcement, in compliance with any dispute resolution process, to address fraudulent payments or identity theft, to avoid any liability, civil or criminal or in response to abusive, threatening or harassing communications directed to us or any of our employees or agents in the scope of their employment. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or cancel, suspend, transfer or modify your domain name registration under this section.

R. NON-WAIVER.

Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

S. NOTICES.

Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice to you shall be deemed to have been given when sent by us to the email contact information you have provided us in your registration contact details or account record in effect at the time of transmission of notice. E-mail notification to us must be sent to notification@domains.best. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of postal mail notice, valid notice shall be deemed to have been validly and effectively given upon receipt thereof by:

TLD Registrar Pty Ltd
Level 6,
1 Chifley Square,
Sydney, NSW 2000
Attention: Legal Department

and in the case of notification to you shall be sent to the address specified in the "Administrative Contact" in your Whois record.

T. ENTIRETY.

You agree that this Agreement, and the dispute policies and rules published by us and any applicable registry as identified in the TLD-Specific Terms or other governing authority, are the complete and exclusive agreement between you and us regarding our Services. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT

U. NO THIRD PARTY BENEFICIARIES.

This Agreement shall not be construed to create any obligation by either us or you to any non-party to this Agreement. Enforcement of this Agreement, included any provisions incorporated by reference, is a matter solely for the parties to this Agreement.

V. GOVERNING LAW.

This Agreement shall be governed, interpreted and enforced in accordance with the laws of Australia without reference to rules governing choice of laws. Any action relating to this

Agreement must be brought in the courts of Australia, and you irrevocably consent to the jurisdiction of such courts.

W. ADDITIONAL TERMS

You attest that you are of legal age to enter into this Agreement.

You acknowledge and agree that neither we nor the applicable registry shall be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, zombie attack, storms, hurricanes, or floods.

In the event that you are reading this Agreement in a language other than the English language, you acknowledge and agree that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.

X. SURVIVAL

Survival. In the event of termination of this Agreement, the following provisions shall survive: K, R, S, T, U, V and W and your payment obligations as set forth herein with respect to fees incurred during the term of this Agreement.

II. OTHER SERVICES

A. WHOIS PRIVACY SERVICES (PRIVACY.LINK)

You opt in to the Privacy.Link service for a specific domain name only by enabling Privacy.Link inside the domain configuration interface of your account. When you enable Privacy.Link for your domain name registration, we will identify you by a unique customer number when we publish your registration and contact information in the Whois.

By using Privacy.Link you authorize us to accept communications intended for you, review and filter such correspondence, and forward that correspondence to you at the contact address you have provided to us. We will accept email on your behalf at email addresses we operate, and we will accept postal mail at the address specified in the WHOIS data for your domain name registration. Upon receipt of correspondence directed to you, we will forward what we have received to you at your email address and/or upload an electronic copy to your user account. Email will be provided to you automatically and postal mail will be scanned and made available to you, within a commercially reasonable time, either by email or by an upload to the user section of your account. We cannot guarantee that every email or postal communication intended to be sent to the contact information provided by us will be received or delivered; nor can we be held responsible for the content of third-party communications sent to you.

Privacy.Link is intended to protect you from spam, unsolicited commercial email, and similar unwanted solicitations. Privacy.Link is not intended to shield you from legal liability or provide you unconditional anonymity in your use of your domain name. You will at all times remain legally responsible for your domain name and the manner in which it is used. Your Privacy.Link service may be removed, and your domain registration data displayed in the Whois database in the event that, at our sole discretion, (i) if a third party claims that your domain name violates or infringes a third party's trademark, trade name or other legal rights, whether or not such claim is valid; (ii) to comply with any applicable laws, government rules or requirements, ICANN policies or requirements, subpoenas, court orders, requests of law enforcement or government agencies; or (iii) in response to legal action against us that is related in any way, directly or indirectly, to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, or is otherwise illegal or violative of a third party's legal rights.

B. AUTOMATED DOMAIN TRANSFER SERVICE (TRANSFER.LINK)

By using the Transfer.Link (TM) Automated Domain Transfer Service you represent (a) that you are authorized to access the specified account and (b) that you appoint us as your agent in the initiation, approval, and completion of transfer of a domain name from its sponsoring registrar to us. We accept such appointment upon your provision to us of your account access information at the sponsoring registrar, and you authorize us to access such account on your behalf and to issue on your behalf any Form of Authority as may be required for the purpose of transferring any domain name accessible thereby to our sponsorship. You will at all times remain responsible for (a) ensuring that any domain name submitted to the Transfer.Link service is in condition for transfer in accordance with ICANN Inter-Registrar Transfer Policy <https://www.icann.org/en/resources/registrars/transfers/policy> (b) compliance with any requirement of the sponsoring registrar in relation to your authorization to access

your account on your behalf, and (c) issuing any requisite acknowledgement, response or further action as may be required in order to complete the requested transfer.

C. CONFIGURATION OF THIRD PARTY SERVICES

We provide automated configuration services for third-party provider blogs, social media platforms, webhosting services, and other third-party services. By using our automated configuration services, you represent (a) that you are authorized to access the specified account and (b) that you appoint us as your agent to access the account in order to perform the requested service configuration on your behalf. We accept such appointment upon your provision to us of your account access information, and you agree to our configuration changes to be made to your third-party service account. You will at all times remain solely responsible for ensuring that you comply with any applicable terms of your third-party service provider. We cannot guarantee that such configuration services will remain compatible with future versions of such third party services, and we will not be responsible for discontinuation of compatibility with such third party services as a consequence of updates, changes, or discontinuation of features provided by such third parties.