

DOMAIN REGISTRATION AGREEMENT

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of domain name registration and related services ("Services"). In this Agreement "you" and "your" refer to you or any agent, employee, servant or person authorized to act on your behalf, and the registrant listed in the WHOIS contact information for the domain name. "We", "us" and "our" refer to Addictive Technology Services ("ATS"). This Agreement explains our obligations to you, and explains your obligations to us for various services offered by ATS.

The agreement applies to each individual service, and cancelling a domain name will result in the termination of the Registration Agreement solely related to the domain name in question.

By using the service(s) provided by ATS under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and the rules, policies, or agreements published in association with specific of the Service(s) and/or which may be enforced by Internet Corporation of Assigned Names and Numbers ("ICANN"), the registries, and governments.

CHANGES TO AGREEMENT

This Agreement will change over time in response to changes in the requirements of governments and administrative bodies, legislation and changes in the nature of industry. If, as a result of such a change to this Agreement, you no longer agree with its term, you agree that your exclusive remedy is to transfer your domain name registration services to another registrar or request ATS to cancel your domain name registration and/or related Services. Should you elect to cancel the Agreement with ATS, you will not receive a refund for any fees you may have paid to ATS. If you continue to use the Services following a change in this Agreement and/or the Services, your continued use of the Services indicates your consent to the changes. You agree to review this Agreement periodically to make yourself aware of any such revisions.

TERM

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through ATS or as long as you are employing any Service(s). You agree that you will not transfer any domain name registered through ATS to another domain name registrar during the first sixty (60) calendar days from its initial registration date.

We may reject your domain name registration application or elect to discontinue providing Service(s) to you for any reason within 30 days of a Service initiation or a Service renewal. Outside of this period, we may terminate or suspend the Service(s) at any time for cause, which, without limitation, includes registration of prohibited domain name(s), abuse of the Services, payment irregularities, material allegations of illegal conduct, or if your use of the Services involves us in a violation of any Internet Service Provider's ("ISP's") acceptable use policies, including the transmission of unsolicited bulk email in violation of the law.

The agreement applies to each individual service, and cancelling a domain name will result in the termination of the Registration Agreement solely related to the domain name in question.

You agree that if we terminate or suspend the Services provided to you under this Agreement, that we may then, at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously providing to you and that any reference in this Agreement to termination or suspension of the Services to you includes this option.

You agree that, If we have grounds to terminate or suspend Service(s) with respect to one domain name or in relation to other Service(s) provided through your account, we may terminate or suspend all Service(s) provided through your account, including Service(s) to other domain names maintained by you with us. No fee refund will be made when there is a suspension or termination of Service(s) for cause.

You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation, redirect or transfer by any ICANN procedure, registrar, and/or registry decision or policy, in each party's sole and unlimited discretion. This includes the right to: 1) deny, cancel, redirect or transfer any registration or transaction; 2) place any domain name(s) on registry lock, hold or similar status, as it deems necessary; 3) to correct mistakes by Us, another registrar or the registry administrator in administering the domain name; 4) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); 5) to protect against imminent and substantial threats to the security and stability of the registry TLD, System, registry nameserver operations or the internet; 6) to ensure compliance with applicable law, government rules or regulations, or pursuant to any legal order or subpoena of any government, administrative or governmental authority, or court of competent jurisdiction; 7) for the resolution of disputes concerning the domain name; and/or 8) to stop or prevent any violations of any terms and conditions of this Agreement, the operational requirements of Us or a registry, or pursuant to a Registry Agreement with ICANN.

You agree that your failure to comply completely with the terms and conditions of this agreement and any ATS rule or policy may be considered by ATS to be a material breach of this agreement.

You agree that ATS and/or an applicable registry may, in its sole discretion and without liability to you, refuse to accept the registration of any domain name and/or may delete the registration of any domain name during the first five (5) days after registration has taken place.

DOMAIN REINSTATEMENT FEES

You understand and agree that ATS and/or registries may charge fees related to reinstating a domain, including reinstatement after failure to renew or suspension. In order to effect a reinstatement request by you, you agree to pay fees charged by a registry related to such reinstatement and reasonable fees that may be charged by ATS. NOTE: Not all registries list their applicable fees for domain reinstatement within their domain registration agreements and/or terms of service. Nonetheless, you acknowledge and agree to pay registry fees, as determined in their sole discretion, in order to reinstate a domain. You further acknowledge that ATS has no control over a registry's determination of fees.

OUR SERVICES

Domain name registration.

We are a reseller for an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names ("TLDs") (such as .com, .net, .org, etc.). ICANN oversees registrations and other aspects of the TLDs. We are also a reseller for an accredited registrar of auDA which is the administrator of the .au top level domain. Domain name registrations are not effective until the registry administrator puts them into effect. Domain name registrations are only for limited terms, terms which end on the expiration date. For domain names which are created as a new registration out of the available namespace, the term begins on the date the domain name registration is acknowledged by the applicable registry; for domain names registrations which were not returned to the available namespace, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry. You agree that we are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration (our limitation of liability is explained further, below). You further agree that domain name registration is a service, that domain name registrations do not exist independently from services provided pursuant to this or a similar registration agreement with a registrar, and that domain name registration services do not create a property interest.

You agree not to use the Services provided by ATS, or to allow or enable others, to use the services provided by ATS for illegal or improper purposes. As such, you agree not to:

- violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulation;
- transmit any unsolicited commercial or bulk email, not to be engaged in any activity known or considered to be spamming or Mail Bombing;
- cause repetitive, high volume inquiries into any of the services provided by ATS (i.e. domain name availability, etc.);
- infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third-party information;
- use the Services for content that will profess hatred for particular social, ethnical, religious or other groups;
- use the Services to distribute viruses, malware, abusively operating botnets, phishing, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of a computer or a person's property;
- contain warez; contain any kind of proxy server or other traffic relaying programs; promote money making schemes, multi-level marketing or similar activities; contain lottery, gambling, casino; contain torrent trackers, torrent Portals or similar software;
- redirect to another website without their permission and/or to impersonate another person or company;
- use for the purposes of impersonating another person or entity such as redirecting a domain to another website without permission and/or using a domain to send fraudulent or abusive emails;
- use the Services in a manner that is violent or encourages violence;
- violate legislation, or promote, encourage or engage in the sale or distribution of prescription medication without a valid prescription;
- use the Services for fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

You agree that ATS reserves the right to suspend and/or delete your registered name as a consequence of engaging in activity contrary to applicable law and any related procedures.

DNS Hosting

We offer Premium Secure domain name servers ("DNS") Services through Cloudflare. If you are hosting your domain's DNS on Our nominated servers, or are using our systems to forward a domain, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with ATS, you are responsible for ensuring that there is no excessive overloading of ATS's DNS systems. You may not use ATS'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 attack. Server hacking or other perpetration of security breaches is prohibited. You agree that ATS reserves the right to deactivate your domain name from its DNS system if ATS deems it is the recipient of activities caused by your site that threaten the stability of its network.

Without limitation, the following are not included in the Services: We cannot and do not check to see whether the domain name(s) you select, or the use you make of the domain name(s), or other of the Service(s), infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use infringes legal rights of others. We might be ordered by a court to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you. We will comply with court orders unless you contact us to contest the order.

DISPUTE RESOLUTION POLICY

You agree to the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Rules for Uniform Domain Name Dispute Resolution Policy ("UDRP Rules"), copies of which are available at <http://www.icann.org/dndr/udrp/policy.htm> and <https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>, or for .au domains <https://www.auda.org.au/au-domain-names/complaints-and-disputes>. You agree that the UDRP may be changed by ICANN (or ICANN's successor) at any time and that such a change will be binding upon you. 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 UDRP in effect at the time your domain name registration is disputed by the third party. You also 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 of the UDRP. You also understand that it is important for you to regularly monitor email sent to the email address associated with your account and domain names because, among other reasons, if a dispute arises regarding Services provided to you, you may lose your rights to receive the Services if you do not respond expeditiously to an email sent in conjunction therewith.

FEES AND PAYMENTS

As consideration for the Service(s), renewal of the Service(s), and, if you select it, automatic renewal of the Service(s), you agree to pay, prior to the effectiveness of the desired Service(s), the applicable Service(s) fees. Non-standard domains have non-uniform renewal registration pricing, such that the registration fee for a domain name registration renewal may differ from other domain names in the same TLD. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term.

Expiration and renewal of service(s) and notifications of expiration

You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. However, ICANN requires, pursuant to its Expired Registration Recovery Policy ("ERRP") that ATS follow certain procedures to notify you in advance that renewal fees are due. Pursuant to the ERRP, ATS will notify the registered name holder of the expiring domain name twice before the expiration date, once approximately one month before the subject domain's expiration date and again approximately one week before the subject domain's expiration date. ATS's renewal reminder will consist of an email message sent to the registered domain holder's email address as it is listed in the expiring domain's whois record. Further, ATS reserves the option, but not the obligation, to send additional renewal reminder notices to any other email addresses associated with the expiring domain, including, but not limited to, the email address of the expiring domain's account holder or the billing contact of the expiring domain's whois record. ATS also reserves the option, but not the obligation, to send additional renewal reminders at times other than the times required by the ERRP.

Should these fees go unpaid, your Services will expire or be cancelled. Payment must be made by credit card or such other method as we may allow or require from time to time. If you select automatic renewal of the Service(s), we may attempt to renew the Service(s) a reasonable time before expiration, provided your ATS account is up to date. You acknowledge and agree that, while we are not required to, we may contact you with a request to update your account information in the event that an attempted transaction is not processed successfully.

You acknowledge that it is your responsibility to keep your billing information up to date. You acknowledge and understand that, as part of its management of user registrations, ATS sends out periodic notices to registrants apprising them of payment deadlines, pending expiration deadlines and other important information affecting your account and, specifically, registration of domain names.

Specifically, any notifications regarding domain registrations, including but not limited to notifications consisting of pre-expiration and post-expiration notifications concerning your registered domains will be sent to you pursuant to ICANN's policies, including, but not limited to, the ERRP. Where appropriate, ATS will send such notices to the e-mail address of the subject domain's registered domain holder, the e-mail address you provided as your contact information in connection with your account associated with the subject domain, and/or any other email address that ATS determines, in its sole discretion, to be sufficiently related to the subject domain to warrant notice.

You therefore acknowledge and agree that it is your responsibility to provide and maintain accurate account information and domain name whois information

You agree to notify ATS 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 ATS 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 ATS 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 record of the receipt for purchase of your domain name or Services.

You acknowledge and agree that domain name registration requires that this contact information, in whole or in part, be shared with the registry operator. As required by ICANN, this information may also be required to be made publicly available by means of Whois and/or the registry operator may also be required to make this

Both ATS and the registry operator may be required to archive this information with a third party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party,

you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure.

TRANSFER OF DOMAIN NAMES

You agree that transfer of your domain name(s) services shall be governed by ICANN's transfer policy, available at <http://www.icann.org/transfers/>, as this policy may be modified from time to time. You agree that we may place a "Registrar Lock" on your domain name services and that this will prevent your domain name services from being transferred without your authorization, though we are not required to do so. By allowing your domain name services to remain locked, you provide express objection to any and all transfer requests until the lock is removed. To transfer your domain name(s) you should first login to your account to lock or unlock your domain name(s) and/or to obtain the EPP "AuthCode" which is required to transfer domain services in an EPP registry (such as .org). Only the registrant and the administrative contacts listed in the WHOIS information may approve or deny a transfer request. Without limitation, domain name services may not be transferred within 60 calendar days of initial registration, within 60 calendar days of a transfer, if there is a dispute regarding the identity of the domain name registrant, if you are bankrupt, or if you fail to pay fees when due. Transfer requests typically take five business days to be processed. A transfer will not be processed if, during this time, the domain name registration services expire in which event you may need to reinstate the transfer request. You may be required to resubmit a transfer request if there is a communication failure. AS A CONSEQUENCE, YOU ACKNOWLEDGE THAT YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER IF THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.

PRIVACY POLICY

You agree and consent that we will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of your domain name registration services 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 such information. Additionally, you acknowledge that ICANN may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at <https://www.icann.org/resources/pages/registrars/consensus-policies/wmrp-en>, <https://www.icann.org/resources/pages/registrars/consensus-policies/wdrp-en>, and elsewhere on the ICANN website at <https://www.icann.org>

LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION, DOMAIN NAME REGISTRATION SERVICES, (2) USE OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION DOMAIN NAME REGISTRATION SERVICES, (3) INTERRUPTION OF OUR SERVICES OR INTERRUPTION OF YOUR BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR WEB SITE(S) OR SERVICE(S) OR DELAYS OR ACCESS INTERRUPTIONS YOU EXPERIENCE IN RELATION TO A DOMAIN NAME REGISTERED WITH US; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) THE PROCESSING OF AN APPLICATION FOR A DOMAIN NAME REGISTRATION; (8) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (9) APPLICATION OF THE DISPUTE POLICY. YOU ALSO AGREE THAT WE WILL NOT BE LIABLE FOR 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. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR AND/OR YOUR PRIMARY SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

REPRESENTATIONS AND WARRANTIES

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF A DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED NOR THE USE OF OTHER OF THE SERVICE(S) INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR PROCUREMENT OF THE SERVICE(S) IS ACCURATE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU.