



Link Web Services, Inc.

(US): 888.234.5689 (International): 949.201.6902
Sales: sales@linkwebservices.com Support: support@linkwebservices.com



Link Web Services, Inc. Domain Name Service Agreement

Definitions:

- TLDs (top level domains) include .com, .net, .org, .biz, .info, .name, .bz, .tv, and .ws domains.
- ICANN (Internet Corporation for Assigned Names and Numbers) is a non-profit, non-government organization recognized by the US Government and the Internet Industry as a regulatory body for the system of TLDs.
- The Registry is the electronic directory where all TLDs are held.
- The Registry administrator (RA) maintains the Registry.
- Link Web Services, Inc. uses Registrars accredited by ICANN as domain name Registrars for TLDs.

Agreement:

1. Link Web Services, Inc. has been selected as the brand name for providing registration services.
2. Parties. This agreement is between Link Web Services, Inc. (REGISTRAR) and the party as specified in the application for the services (CLIENT).
3. Service. REGISTRAR will submit the domain name(s) selected by CLIENT to the Registry Administrator for recording into the Registry for top level domains .com, .net and .org. The REGISTRAR will collect, record and keep data about CLIENT's identity. REGISTRAR will allow CLIENT to access and update his records. REGISTRAR will generate record and keep additional information pertaining to the domain registration such as activation date, transfers, modifications, etc. REGISTRAR will provide some or all of this data to the public as a public service at its sole discretion and as required by ICANN and applicable laws.
4. Fees. CLIENT agrees to pay a fee for the services in accordance with REGISTRAR's fee schedule published at REGISTRAR's web site. CLIENT agrees to pay such fees for the initial registration and for subsequent renewals as outlined in the fee schedule. All fees are due prior to the registration/renewal. All fees are non-refundable, in whole or in part, even if CLIENT's domain name registration is suspended, cancelled or transferred prior to the end of the registration term. The requested domain name will not be registered unless REGISTRAR receives actual payment of the registration fee.
5. Charge backs. CLIENT agrees that he will lose all rights upon the selected domain name in case of a charge back by his credit card company, credit card fraud or any other reversed payment. REGISTRAR will decide at his sole discretion whether to hold the name in his own portfolio or to release it for use by others. REGISTRAR will reinstate such names at his sole discretion and subject to reinstatement fee of \$300, in addition to all other fees.
6. Renewals. CLIENT agrees that it is his responsibility to watch the expiration terms and pay his renewal fees on time. Although REGISTRAR may notify CLIENT of renewal fees, REGISTRAR does not have a duty to do so. Failure to pay the renewal fee will result in domain name suspension and release of the domain name for use by others.
7. Transfers. CLIENT understands that he will be prohibited from changing his Registrar during the first 90 days after initial registration, during the first 90 days after renewal of the domain name with REGISTRAR and during the last 90 days before renewal of the domain name with Registrar.
8. Registry Administrator role and indemnification. CLIENT understands and agrees that REGISTRAR does not have control over the Registry or the Registry Administrator. CLIENT agrees and acknowledges that REGISTRAR is 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 CLIENT's application and receipt of, or failure to receive, a domain name registration. CLIENT further agrees to indemnify, defend and hold harmless the Registry Administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, CLIENT's domain name registration.
9. Data submission and updates. CLIENT agrees to provide to REGISTRAR all the data necessary for domain name registration. REGISTRAR determines the nature of such data at his sole discretion with consideration of rules and procedures set by ICANN, other Registrars and the Registry administrator. Client agrees to update all such data promptly and submit additional information if needed. That can be done by following the support link at REGISTRAR's home page, or by eMailing support@linkwebservices.com. Client acknowledges that Client may be asked to submit a third party's personal data. In such event Client agrees to secure the consent of such third party to have his/her (the third party's) personal data submitted and used as allowed by this agreement. CLIENT acknowledges that willfully failing to provide or update information promptly will constitute a material breach of this agreement and will be sufficient basis for cancellation of his domain name registration. CLIENT



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- further agrees that a failure to respond for over fifteen (15) calendar days to inquiries by REGISTRAR concerning the accuracy of contact details associated with CLIENT's registration shall constitute a material breach of this agreement and will be sufficient basis for cancellation of CLIENT's domain name registration.
10. Data ownership. REGISTRAR will own all data collected during the registration process. REGISTRAR reserves the right to use this data at its sole discretion in accordance with ICANN requirements and applicable law. CLIENT is advised hereby that some or all of such data may be made available to the public. CLIENT agrees and acknowledges that REGISTRAR owns all database, compilation, collective and similar rights, title and interests worldwide in REGISTRAR's domain name database, and all information and derivative works generated from the domain name database. REGISTRAR will take reasonable precautions to protect Client's data from loss, misuse or disclosure.
 11. License to third Parties. License to a third party shall not relieve CLIENT of any duty, including but not limited to the duty to provide CLIENT'S contact information, or responsibility or liability for harm, arising from this contract or otherwise.
 12. Rights of third parties. CLIENT represents that neither the registration nor the use of this domain name will infringe on the rights of third parties.
 13. Name servers. CLIENT will be allowed to select the name servers to serve his domain name. Default name servers will be available for CLIENTS who do not have name servers available.
 14. Notices. REGISTRAR will contact CLIENT by the e-mail provided in the subscription/application form. CLIENT agrees to monitor such contact e-mail and to forward it to appropriate personnel and/or departments within his organization. CLIENT agrees to maintain all contact information current. REGISTRAR can be contacted by eMail at billing@linkwebservices.com for all billing questions and support@linkwebservices.com for all technical and administrative issues. REGISTRAR's address is 111 Avenida Del Reposo #1, San Clemente, CA 92672. Lack of communication is not an excuse for non-payment of fees or for non-compliance with the other clauses of this agreement.
 15. Disputes. CLIENT agrees to be bound by REGISTRAR'S Dispute Policy, which is hereby incorporated and made a part of this Agreement by reference. The Dispute Policy can be found here certain disputes, as specified in the Dispute Policy, are subject to that policy. CLIENT agrees that he will be subject to the provisions specified in the Dispute Policy in effect at the time his domain name registration is disputed by a third party. CLIENT also agrees that, in the event that a domain name dispute arises with any third party, he will indemnify and hold REGISTRAR harmless pursuant to the terms and conditions contained in the Dispute Policy.
 16. Indemnification. CLIENT shall indemnify, defend by counsel reasonably accepted by REGISTRAR, protect and hold REGISTRAR and the corresponding Registry and their directors, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants' and attorneys' fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or related to the domain name registration services provided by REGISTRAR to the CLIENT
 17. Right of refusal. REGISTRAR has the right to refuse services to anyone.
 18. No solicitation. CLIENT agrees not to approach REGISTRAR's employees with proposals to hire them as his own employees or contractors. If CLIENT were to hire any of REGISTRAR's employees, CLIENT agrees to pay REGISTRAR for each employee thus hired the greater amount of: five years salary for that employee as CLIENT is to pay such employee, or \$250,000.
 19. LIMITED LIABILITY. REGISTRAR SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE DOMAIN NAME REGISTRATION SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, LOSS OF PRIVACY, DAMAGES TO THIRD PARTY EVEN IF REGISTRAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIMS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE IT'S ESSENTIAL PURPOSE OR OTHERWISE. IN NO EVENT SHALL REGISTRAR'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY CLIENT FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN FIVE HUNDRED DOLLARS (\$500.00). REGISTRAR'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN STATES WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
 20. No returns. REGISTRAR will not return collected fees for services.
 21. Cut off period for billing errors. A 90-day-cut-off period is set for billing error claims. CLIENT agrees that he has no rights to claim any billing errors for a period earlier than 90 days from the date of the claim. All bills are final after 90 days.
 22. Terms. CLIENT can terminate the services with advance notice in writing only to the billing department by mail or e-mail. CLIENT understands that there will be no reimbursement and no pro rate if he decides to terminate



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the services before the end of a prepaid term, regardless of the reason for the termination. REGISTRAR reserves the right to suspend, cancel, transfer or modify CLIENT's domain name in the following cases a) CLIENT materially breaches this Agreement (including the Dispute Policy) and does not cure such breach within 30 days of notice by REGISTRAR, b) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement, c) CLIENT uses his domain name in connection with unlawful activity or d) CLIENT uses the domain name registered to him to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet. Credit card accounts will be automatically renewed unless notified prior to expiration date of service.

23. Revocation. CLIENT acknowledges and agrees that his registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by this and other registrars or registry administrator procedures approved by an ICANN-adopted policy, or by any other TLD registry administrator procedures as the case may be, (a) to correct mistakes by REGISTRAR, another Registrar or the Registry administrator in administering the name or (b) for the resolution of disputes concerning the domain. CLIENT also agrees that REGISTRAR shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven calendar days prior written notice, or at such time as REGISTRAR receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.
24. Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.
25. Modifications. This Agreement as well as the Dispute Policy as part of it may be modified occasionally in order to reflect the dynamic nature of the Internet as well as the contracts REGISTRAR has with ICANN and the Registry Administrator. CLIENT will be notified when and if such modifications happen. The continued use of the domain name registered shall constitute CLIENT's acceptance of this Agreement and the Dispute Policy with the new modifications. If CLIENT does not agree to any of such changes, he may request that his domain name registration be cancelled or transferred to a different domain name registrar. CLIENT agrees that such cancellation or request for transfer will be his exclusive remedy if he does not wish to abide by any changes to this Agreement or the Dispute Policy.
26. Waiver. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.
27. Separability. If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, which shall remain valid and enforceable according to its terms.
28. Governing Law. This Agreement was entered into in the State of California and its validity, construction, interpretation and legal effect shall be governed by the laws and judicial decisions of the State of California applicable to contracts entered into and performed entirely within the State of California.
29. Authority to Execute. Each of the parties to this Agreement represents and warrants that it has full power to enter into this Agreement and that it hasn't assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this Agreement.
30. Benefit of Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and except as otherwise provided herein, their respective legal successors and permitted assigns.
31. Cumulative Remedies. Except as specifically provided herein, no remedy made available to either party hereunder is intended to be exclusive of any other remedy provided hereunder or available at law or in equity.
32. No Partnership or Agency. Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employment relationship, franchise relationship or taxable entity between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party hereto, it being understood that the parties are independent contractors vis-a-vis one another.
33. No Third Party Beneficiaries. Nothing contained in this Agreement, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary.



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34. Excused Performances. Registrar shall not be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of the Services, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes and disturbances, fire, transportation contingencies, shortages of facilities, fuel, energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other catastrophes, or any other circumstances beyond Registrar's reasonable control. In the event of any such delay or failure, the parties shall defer performance of the Services to a date and time mutually agreeable.
35. Captions. The section headings and captions contained herein are for reference purposes and convenience only and shall not in any way affect the meaning or interpretation of this Agreement.
36. Gender. Where the context so requires, the masculine gender shall include the feminine or neuter, and the singular shall include the plural and the plural the singular.
37. Recitals. The recitals above set forth are incorporated herein by reference.
38. Jurisdiction. : THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. AGENT HEREBY EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CALIFORNIA FOR ANY LAWSUIT FILED THERE AGAINST THE AGENT BY THE COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT. IF THE ARBITRATION REQUIREMENTS OF THIS CONTRACT WERE TO BE WAIVED OR HELD INAPPLICABLE IN ANY OTHER WAY, CLIENT AGREES THAT ANY ACTION AT LAW OR IN EQUITY ARISING UNDER THIS AGREEMENT SHALL BE FILED ONLY IN THE COURTS STATED IN THIS SECTION.
39. Arbitration. Any dispute arising under this agreement shall be resolved by binding arbitration in the city of San Clemente, California, and under the rules of the American Arbitration Association.