

Web Site Hosting End User Agreement

This Web site Hosting End User Agreement (the "Agreement") is by and between you and Register.com, Inc. ("Registrar"), and sets forth the terms and conditions of your use of Registrar's Web site Hosting service and Web site building tools (the "Service"). You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, as well as any additional rules or policies that are or may be published by Registrar from time to time, including Registrar's End User Services Agreement found at http://www.rcomexpress.com/help/rx_agreement.asp (the "Services Agreement"). This Agreement, as well as any additional rules and policies, together with all modifications thereto, constitute the complete and exclusive agreement between you and Registrar concerning your use of the Service, and supersede and govern all prior proposals, agreements, or other communications. **IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE SERVICES AGREEMENT, THIS AGREEMENT SHALL GOVERN.** Unless explicitly stated otherwise, any new features, updates, upgrades or versions that augment or enhance the current Service shall be subject to this Agreement. Please note that other Registrar services, outside of the Service, are governed by the Services Agreement and may be governed by other terms and conditions.

1. The Service

The Service provides the ability both to create and to publish a World Wide Web site (a "User Web Site"). Registrar may, from time to time, offer basic User Web Sites for free. You further agree and acknowledge that Registrar allows only one User Hosting Service per domain name.

Your right to use the Service is personal to you. If you transfer your domain name record to a third party registrar or registrant, or allow your domain name registration to expire, you may no longer be able to use the Service. In addition, we may, in our sole discretion, choose not to transfer the Service to another customer or to another domain name residing at Registrar.

When you sign up for the Service, you may receive an email or instructions from Registrar advising you to configure your domain name to an IP address for your account. Once you configure your domain name to such IP address and until you publish your Web site, your domain name will resolve to a Registrar "Coming Soon" Web page, which informs visitors that you recently ordered hosting services from Registrar and have a Web site under construction. The Coming Soon Web page may be modified at any time by Registrar without prior notice to you and may include such things as, without limitation, links to additional products and services offered by Registrar and third parties. To see a sample Coming Soon Web page, please visit <http://comingsoon.hostingbyregister.com>. If, for any reason, you do not wish to have your domain name resolve to a Coming Soon Web page, you will need to either publish your own Web site or change the IP address associated with your domain name.

2. Additional Payment Terms

a. **Data Storage and Transfer Fees**

All hosting plans are subject to storage and transfer limitations. In the event usage of the Service exceeds the allotted limits for a plan, you are responsible for all charges related to such excess stored data or transfers. In the event that you do not pay any applicable overage fees, Registrar reserves the right to suspend or disable your account until such fees are paid.

b. **Upgrades**

You will have the ability to upgrade the Service at any time during the term of your Service. Such upgrade will take effect immediately. For any upgrade in package level, the credit or debit card that you provided in connection with your initial registration for the Service will be charged a pro-rata amount for the higher-level Service based on the number of days remaining in the term. Downgrades in Service are not available.

c. **Billing and Renewal**

All billing and renewals will be managed by your primary service provider. For information concerning the billing and renewal of your hosting account, please refer to your primary service provider's end user agreement or contact your primary service provider.

d. **Cancellation and Termination**

If you cancel the Service before the end of the term, you will have access to the Service for the remainder of the term for which you have prepaid. When your Service expires or is terminated, or your domain name expires, your User Web Site will cease resolving on the Internet, you will no longer have access to the Service, and all information and Content contained therein will be deleted. Registrar accepts no liability for such deleted information or Content.

3. **User Web Site Content**

You understand that you are solely and fully responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials ("Content"), whether publicly posted or privately transmitted using the Service or a User Web Site. Registrar does not pre-screen Content, but Registrar and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is made available to others using the Service or on a User Web Site. Registrar neither endorses the Content of your User Web Site nor assumes responsibility for such Content. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

The following is a non-exclusive list of activities prohibited under the terms of this Agreement:

- a. the uploading, posting or otherwise transmitting of any Content on a User Web Site that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful, racially, ethnically or otherwise objectionable, or violates privacy, publicity or other personal rights of others;
- b. sending unsolicited bulk and/or commercial messages over the Internet to a large number of recipients (known as "spamming"), or maintaining an open SMTP relay. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of the Service, Registrar's equipment or any domain name registration or electronic mail address serviced by Registrar;
- c. the forgery of any headers or other manipulation of identifiers in order to disguise the origin of any message sent in connection to a User Web Site;
- d. using the Service to harm minors in any way, including to advertise, transmit, store, post, display, or otherwise make available child pornography. Registrar is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Service;
- e. the uploading, posting or other transmittal of any Content that violates, infringes or misappropriates the intellectual property rights of others, including patents, trademarks, service marks, trade secrets, copyrights or other proprietary rights of any party;
- f. the uploading, posting or other transmittal of any Content that you do not have a right to transmit under any law or under contractual, fiduciary or personal relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- g. using the Service to create, upload, post or transmit any viruses, worms, Trojan horses, or for pinging, flooding, mailbombing or denial of service attacks or any other malicious computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h. attacking or attempting to gain unauthorized access to the data, computers, accounts, systems or networks of others, or attempting to penetrate security measures of Registrar or other entities' systems ("hacking"), or engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, probe, or other information gathering activity);

- i. installation of 'auto-responders', 'cancel-bots' or similar automated or manual routines that generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others.
- j. engaging in activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment;
- k. violating any local, state, national or international laws;
- l. engaging in or promoting gambling;
- m. displaying or promoting any type(s) of intoxicant, alcoholic beverage, cigarettes or drug, where prohibited by local, state, national or international law;
- n. "stalking" or otherwise harassing another;
- o. collecting or storing personal data about others without their consent;
- p. advocating, promoting, or providing assistance in carrying out violence or physical harm against any persons, nations, groups, entities or animals, including providing instructions on how to assemble explosive devices or other weapons, describing or displaying a weapon, parts of weapons or manuals for assembling any weapon, or promoting products or services that involve a significant risk of death or injury to any persons, or damage to business or other entities or property;
- q. exporting software or technical information, including encryption software, in violation of U.S. or international export control laws;
- r. the use of your User Web Sites as storage for remote loading or as a door or signpost to another home page;
- s. the impersonation of any person or entity, including, but not limited to, a Registrar official, forum leader, guide or host, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- t. removing, modifying or hiding any of the advertising banners inserted into your User Web Sites;
- u. any resale or any exploitation for any commercial purposes of the Service by any and all means unless approved in advance in writing by Registrar; and
- v. Advertising, transmitting, offering for sale or otherwise making available any software, program, product, service or information that is designed to violate terms (a) through (u) above, or that Registrar determines, in its sole discretion, is inappropriate for sale through the Service provided by Registrar.

4. Copyrights

Registrar respects the intellectual property rights of others and we ask our customers to do the same. Please see our copyright policy at http://www.register.com/agreements/copyright_policy.cgi.

5. Proprietary Rights; License Grant

a. The Software

You acknowledge and agree that the Service and any necessary software used in connection with the Service (the "Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisements is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Registrar or its advertisers, you agree not to duplicate, modify, reproduce, rent, lease, loan, sell, give, sublicense, assign, distribute, otherwise transfer, create derivative works based on, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code for the Service or the Software, in whole or in part, or to allow or assist any others to do so. Subject to the use restrictions of this Section 5, Registrar grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the object code of its Software for the sole purpose of accessing and using the Service. You agree not to access the Service by any means other than through the interface that is provided by Registrar for use in accessing the Service.

b. Digital Content

Through our service, you may also be provided with objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and applets, and online or electronic documentation (together called the "Digital Content").

You agree that if you utilize such Digital Content, you must first agree to be bound by the terms and conditions of Registrar's Digital Content License Agreement (the "Digital Content License") (included at the end of this Agreement). **IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE DIGITAL CONTENT LICENSE, DO NOT DOWNLOAD ANY DIGITAL CONTENT.**

6. Your Representations; Communications

By applying to use the Service, or by asking us to maintain or renew your use of the Service, you hereby represent and warrant to us that (a) any statements made by you in connection with your application to use or renew the Service are complete and accurate; (b) to your knowledge, your use of the Service will not infringe upon or otherwise violate the rights of any third party; (c) you are

not using the Service for an unlawful purpose; (d) you will not knowingly use the Service in violation of this Agreement or any applicable laws or regulations; and (e) you are at least 18 years of age and under no legal disabilities that would prevent you from entering into this Agreement (otherwise, a parent or guardian must accept this Agreement and make the proper payment). You agree and acknowledge that it is your responsibility to determine whether your User Web Site infringes or violates someone else's rights. You understand and agree that the Service may include certain communications from Registrar, such as renewal and billing notices, service announcements and administrative messages, and that these communications are considered part of the Service and you will not be able to opt out of receiving them. On occasion, Registrar may have a need to communicate with you via email about these issues. It is your responsibility to check email sent to the email address associated with the Service, which is the address that you provide to us in your Service application.

7. Agents

You agree that, if you are using the Service for someone else, you additionally represent and warrant that you have obtained consent to post the content included on your User Web Site.

8. Suspension, Cancellation, Transfer or Modification

You agree and acknowledge that Registrar will, in its sole discretion, determine whether or not your User Web Site is consistent with (i) the terms and conditions of this Agreement, or (ii) applicable Registrar operating rules and policies. You also agree and acknowledge that Registrar may suspend, remove, delete or modify any User Web Site or any portion thereof that Registrar deems inconsistent with the terms and conditions of this Agreement or unacceptable for any other reason and may suspend, cancel or modify your access to and use of the Service for any violation of those terms and conditions, in Registrar's sole discretion, and without prior notice to you. Such termination of the Service may result in the deactivation or deletion of your User Web Site, and the forfeiture, and deletion of all related files contained in your account. You further agree and acknowledge that Registrar may, in its sole discretion, charge a reinstatement fee of up to to customers who have had their Service suspended or canceled as a result of a violation of the terms and conditions of this Agreement, or otherwise. If you re-register for services after Registrar's cancellation of your account without Registrar's written consent, Registrar will cancel your account and all dues and fees paid to date regardless of whether service has been rendered will be forfeited. Additionally, any amounts due will be immediately payable.

Registrar shall also have the right in its sole discretion to suspend, cancel, or otherwise modify your use of the Service or User Web Site at such time as Registrar receives what reasonably appears to be an authentic notification from a court or tribunal of competent jurisdiction. Finally, Registrar reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without

notice. You agree that Registrar shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.