

NameJet Live Auction Online Terms of Use

These Terms and Conditions (the “Terms of Use”) describe the terms and conditions applicable to a user's ("you" or "your") use of the NameJet auction services accessible via the registration at

<http://apps.ams1.auctionsolutions.com/registration/rotd/rotdprod001/bregister.php> (the “Auction Services” and/or “Services”), whether such Services are provided by NameJet, LLC (“NameJet”) and/or an affiliate, partner and/or third party provider designated thereby. Use of these Auction Services will constitute acceptance of these Terms of Use. If you do not agree to be bound by these Terms of Use and other applicable partner services terms and conditions, do not use or access the Services.

Before you may become a user of any the Services, you must read, agree with, and accept all of the terms and conditions contained in these Terms of Use and the NameJet **Privacy Policy** [located at <http://www.namejet.com/Pages/Privacy.aspx>].

We may amend these Terms of Use at any time by posting the amended terms on our website. All amended terms shall automatically be effective immediately after they are posted on the website and you agree to be bound by these amended terms if you continue to use our auction services. These Terms of Use may not be otherwise amended by you. These Terms of Use are effective upon your participation in any auction.

1. Eligibility.

Our services are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minor children (persons under the age of 18) or to individuals whose use of the Auction Services has been temporarily or indefinitely suspended. If you are age 13 or younger, you may not use our Services. If you are at least 14 years old but under the age of 18, you may use our Services only with, and under, the supervision of your parents or guardians. If you do not meet our qualifications, please do not use our Services. By using our Services you warrant and represent that you are of legal age to agree to these Terms of Use (or you are at least 13 years of age and have your parents' permission to apply for services hereunder); and

you agree to comply with all applicable laws and regulations governing the use of our Services.

2. Payment For Domains.

2.1 Creating an account with us and bidding on domain names on our platform is free. If you are the winning bidder at auction, we may, at our sole discretion, require you to tender payment for the domain name in the manner of our choosing, including but not limited to credit card currently on file with NameJet, debit account, or wire transfer. All payments charged and collected by NameJet are non-refundable. We may choose to change our credits policy and such changes are effective when we post the changes on this website. We may, in our sole discretion, change some or all of our services at any time. In the event we introduce a new service, any fees for that service are effective at the launch of the service. Unless otherwise stated, all payment must be made in U.S. Dollars. By using our Services, you agree that you are responsible for making all payment associated with using our Services and all applicable taxes and those payments are due immediately upon demand or may be charged to your credit card number or debited to your account which you have provided previously to NameJet and are non-refundable. In the event of a charge reversal or chargeback by a credit card company or other payment provider, or if we determine in our sole discretion that we are unable or unlikely to collect payment, any associated domain registration will immediately terminate and/or the domain name will be transferred to NameJet as the paying entity for the registration.

2.2 In the event that you default on making payment to NameJet after being named the winning bidder, NameJet reserves the right to charge, and you agree to pay, a fee for defaulting on payment, the amount of which shall be determined by NameJet. You will be considered in default if you fail to pay within seven (7) calendar days from the date that the auction closes. After seven days, your account will be placed in "past due" status and you may be unable to bid for, or place any backorder on, any domain name on the NameJet Platform until you make payment. If you fail to make your payment within fourteen (14) days from the date the auction closes, your account will be closed permanently. Verified Bidders shall have an additional seven (7) days to make payment before their accounts are closed.

3. NameJet is a Venue.

3.1 NameJet is not an Auctioneer. Although we may state that this website includes online auctions, it is important to realize that we are not a traditional "auctioneer." Instead, the website acts as a venue to allow parties to offer, sell, buy and register domain names, at any time, from anywhere, in a variety of pricing formats, including a fixed price format and an auction-style format commonly referred to as "online auctions" or "auctions." We cannot ensure that a buyer or seller will actually complete a transaction. Consequently, we do not transfer legal ownership of domain names from the seller to the buyer. Also we do not and cannot guarantee the acquisition of any domain name through our auction process.

3.2 Identity Verification. We attempt to verify the accuracy of the information our users provide us when they register on our Site. Some bids may require you to enter our Verified Bidder Program [please see <http://www.namejet.com/Pages/VerifiedBidding.aspx>] and complete our **Verified Bidder Request Form** [located at <http://www.namejet.com/Pages/VerifiedBidding.aspx>]. However, NameJet does not confirm or guarantee any users purported identity. You agree that you assume all risk when transacting business with other users using our system. When asked for information about you, agree to: (1) provide certain true, current, complete and accurate information about you as required by the online registration process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services.

3.3 Waiver in the Event of Dispute. Because we are only a venue for auctions to occur, we do not check to see whether the domain name you bid on to register infringes the legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others. We will not investigate any trademark claim nor provide you with any notice that we have received such a claim from any third party. You should seek one or more opinions from competent trademark practitioners in connection with any domain name on which you bid. You agree to assume all responsibility in selecting a domain name to register and/or monitor. Should we be sued or threatened with a lawsuit in connection with any domain name and/or subscription to any other of our services, we will turn to you to hold us harmless and indemnify us pursuant to the Indemnification provision of this agreement. Similarly, you recognize that we have no responsibility to determine whether domain names monitored or

acquired by others through our site infringe your own rights in trademarks or domain names, and you agree to release NameJet from any legal claims asserting such a responsibility.

We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name, and/or NameJet's services. You will not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.. Should you fail to substantially prevail in any lawsuit brought against NameJet, NameJet will be entitled to recover its reasonable attorneys' fees and costs from you. If you are a California resident, you hereby waive your rights under California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4. Bidding and Buying.

As a buyer, you are obligated to complete the transaction with the seller if you are the highest bidder at the end of an auction (meeting the applicable minimum bid or reserve requirements) and your bid is accepted by the seller, unless the transaction is prohibited by law or by these Terms of Use.

Bidding rules: Bidding rules vary by auction and type of auction. You must read the rules for each particular type of auction prior to bidding. The rules for each auction type are written below.

Reserve: When a domain name is listed for auction, NameJet may set a reserve price (the "Reserve Price"). If the highest bid does not meet that Reserve Price, then NameJet is under no obligation to sell the domain name to the then highest bidder.

Public Auction: Participation is open to all NameJet users that have agreed to these Terms of Use. If no one else places a bid that is more than your bid at the expiration of the auction time, you will be awarded the auctioned domain name and charged the winning Bid amount.

If you are not the winning bidder after completion of a Public Auction but the winning bidder is later disqualified by NameJet because of fraud or bidder's breach of these Terms of Use, NameJet may, at its sole discretion, conduct a second auction of the domain name. If such an auction is conducted you will automatically be entered into this second auction and notified by e-mail that a second auction has occurred.

In the case of identical high bids, the winner is the bidder who entered their bid first.

By bidding on a domain name, you agree to be bound by any conditions of sale that may be included in the item's description so long as those conditions of sale are not in violation of these Terms of Use or unlawful. Bids are not retractable. You also agree that NameJet shall have the right in its sole discretion to suspend, cancel, or restart any auction prior to commencement of, during, or after completion of, the auction.

If you are registering a domain name purchased through the NameJet auction service, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name, as your registration is the result of a transfer from a previous registrant. You further agree to be bound by the applicable terms and conditions of the registrar where the domain is provisioned, as related to domain name registrations found in their respective service agreements.

5. Your Information.

5.1 Definition. "Your Information" is defined as any information you provide to us or other users in the registration, bidding process, in any public message area or through any email feature. You are solely responsible for Your Information, and we act as a passive conduit for the online distribution and publication of Your Information.

5.2 Restricted Activities. Your Information (or any domain names that you list for auction on our Site) and all of your activities on the Site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the transfer of hijacked or stolen domain names; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene or contain child pornography or; (g) create any liability for NameJet, LLC or its members, officers,

directors, employees or agents, or cause us to lose (in whole or in part) services provided to us from our third party suppliers.

5.3 License. Solely to enable NameJet to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information.

5.4. Account Access. To access or use the Services or to modify your account, you may be required to establish an account and obtain a login name, account number, password. You authorize us to process any and all account transactions initiated through the use of your password. You are solely responsible for maintaining the confidentiality of your password. NameJet does not guarantee the security of your account information and you assume all risks that the password you select may be compromised as a result of fraudulent, unauthorized or illegal activity. You must immediately notify us of any unauthorized use of your password, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password. You agree that we may log off any account that is inactive for an extended period of time.

6. Privacy Policy.

We will only use Your Information as described in the NameJet **Privacy Policy** [located at <http://www.namejet.com/Pages/Privacy.aspx>]. We understand clearly that you and Your Information is one of our most important assets. If you object to Your Information being transferred or used in this way you may opt-out of receiving some third party advertising or refrain from using our services. You agree that we, in our sole discretion, may modify our Privacy Policy at any time. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the Privacy Policy become effective, you have agreed to these modifications. If you do not agree to any such modification, your only remedy is to terminate your account with us.

7. No Warranty.

YOU AGREE THAT YOUR USE OF THE AUCTION SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS. NAMEJET AND ALL PARTNERS AND AFFILIATES 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. NEITHER NAMEJET, ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AFFILIATES, OR AGENTS MAKE ANY WARRANTY THAT SERVICES LICENSED HEREUNDER 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 AUCTION SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES 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 DOMAIN NAMES OR OTHER SERVICES PURCHASED OR OBTAINED THROUGH OUR SITE OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY DOMAIN NAMES OR OTHER SERVICES PURCHASED BY YOU FROM A THIRD PARTY THROUGH OUR SITE.

8. Liability Limit.

8.1. IN NO EVENT SHALL NAMEJET, OUR MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AFFILIATES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THESE TERMS OF USE (HOWEVER ARISING, INCLUDING NEGLIGENCE).

8.2. OUR LIABILITY, AND THE LIABILITY OF OUR MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS , AFFILIATES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$1,000. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8.3. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY OF THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

9. Indemnity.

You agree to release, indemnify, defend and hold harmless NameJet, LLC, Network Solutions, eNom, Inc. and any of its members, employees, officers, directors, agents, partners, service providers, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) these Terms of Use or the breach of your warranties, representations and obligations under these Terms of Use, (b) the Services or your use of such Services, including without limitation infringement or dilution by you, or someone else using the Services from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the Services, or (e) any information or data you supplied to NameJet, including, without limitation, any misrepresentation in your registration application, if applicable. When we are threatened with suit or sued 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 material breach of these Terms of Use. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of these Terms of Use.

10. Legal Compliance.

10.1. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of domain names.

10.2. You agree to use our Services only for lawful purposes. Any misuse of NameJet resources that disrupts the normal use of the auction or domain name registration system is strictly prohibited. Such system abuse may lead to termination of the account.

Examples of system abuse include but are not limited to spawning many processes that consume resources, consuming excessive amounts of disk storage or main memory or CPU for long periods of time, etc. Any attempts to penetrate NameJet's security will result in the termination of your account without notice, as well as notification of appropriate law-enforcement agencies.

11. Agency.

11.1. You and NameJet are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use.

11.2. If you are acting as an agent of another when using the Services, you represent that you have the authority to bind your principal to all terms and conditions contained in these Terms of Use. A breach of these Terms of Use by your principal or licensee will be considered a breach by you.

12. User Representations and Warranties.

You agree and warrant that: (i) the information that you or your agent provide to us is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of any domain name nor the manner in which you intend to use such domain name or any other NameJet service will directly or indirectly infringe the legal rights of a third party, including trademark rights, (iii) you are not registering a domain name for an unlawful purpose; (iv) you will not knowingly use the domain name in violation of any applicable laws or regulations, and (v) you are of legal age and have

all requisite power and authority to agree to these Terms of Use and to perform your obligations hereunder.

13. Notices.

Except as explicitly stated otherwise, any notices shall be given by postal mail to NameJet 12808 Gran Bay Parkway West, Jacksonville, FL with a copy to NameJet Legal Department c/o Network Solutions' General Counsel, 5808 Lake Washington Blvd. Ste. 300 Kirkland, WA 98033. Notice shall be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to NameJet during the registration process. In such case, notice shall be deemed given three (3) days after the date of mailing.

14. Resolution of Disputes.

In the event a dispute arises between you and NameJet, we strongly encourage you to first contact us directly to seek a resolution and we will consider reasonable requests to resolve the dispute as an alternative to litigation. You agree to hereby waive any right to jury trial with respect to any action brought in connection with this Agreement.

15.1 Binding Arbitration. For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, either you or NameJet may elect to resolve the dispute through binding arbitration conducted by telephone, on-line and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association or JAMS in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15.2 Application of Virginia Law & Jurisdiction. You understand and acknowledge that Network Solutions, LLC, is an organizational member of NameJet, LLC and provides

certain services to NameJet from its office located in Herndon, Virginia. As such, you agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of laws rules. You and we each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division for any disputes between you and NameJet under, arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and NameJet). If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, for any such disputes, you and we agree that exclusive jurisdiction and venue shall be in the courts of Fairfax County, Fairfax, Virginia.

15. Additional Terms.

The following policies are incorporated into these Terms of Use by reference and provide additional terms and conditions related to specific services offered on the Site: NameJet Privacy Policy, Network Solutions Service Agreement and eNomCentral Registration Agreement. Each of these policies may be changed from time to time and are effective immediately after we post the changes on the Site, except for the Privacy Policy for which we will provide you with thirty (30) days prior notice. In addition, when using particular services on the Site, you agree that you are subject to any posted policies or rules applicable to services you use through the Site, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into these Terms of Use.

16. Termination or Suspension.

You may terminate your agreement with us upon at least thirty (30) days written notice to NameJet for any reason. We may terminate our agreement with you or any part of the NameJet services at any time in the event you breach any obligation under these Terms of Use, fail to respond within ten (10) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 6 of these Terms of Use, or upon thirty (30) days prior written notice if we terminate or significantly alter a service offering. If termination of our agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs NameJet incurs in closing your account. You agree to pay any and all costs incurred by NameJet in enforcing your compliance with this Section.

17. General.

We do not guarantee continuous, uninterrupted or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms of Use and all incorporated agreements may be automatically assigned by NameJet in accordance with Section 16 "Notices", in our sole discretion, however, your rights and obligations under these Terms of Use are not assignable or transferable; Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms of Use sets forth the entire understanding and agreement between us with respect to the subject matter hereof. Sections 1 (Eligibility), 2 (Payment for Domains), 3.4 (Waiver in Event of Dispute), 6.3 (License), 8 (No Warranty), 9 (Liability Limit), 10 (Indemnity) and 15.2 (Application of Virginia Law & Jurisdiction) and 18 (General) shall survive any termination or expiration of these Terms of Use.

By registering an account for a NameJet service(s) through our online application process or otherwise, or by using the service(s) provided by NameJet under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and all agreement and policies incorporated herein by reference.

18. Force Majeure.

Neither you or NameJet shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over NameJet, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party.

19. Customer Support.

Questions regarding these Auction Services may be reported to Customer Support at
+1 (855) 282-2750