Domain Name Registration Agreement

THIS AGREEMENT HAS A PROVISION FOR ARBITRATION OF DISPUTES BETWEEN THE PARTIES. PLEASE READ THE ENTIRE AGREEMENT IN DETAIL.

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of domain name registration and related services sold via Name.com and its related platforms ("Services"). In this Agreement "you" and "your" refer to you and the registrant listed in the WHOIS/Registration Data Directory Service ("RDDS") contact information for the domain name. "We", "us" and "our" refer to the registrars listed at the bottom of this document, any one of which will be the registrar for your domain name and all of which share common ownership, common terms and conditions, and a shared Services infrastructure. To determine which registrar your domain name is registered with, perform a RDDS lookup at our RDDS lookup (/whois-lookup).

1. YOUR AGREEMENT:

By using the Services, you agree to all terms and conditions of this Agreement, the UDRP (defined below), the URS (defined below), and any rules, policies, or agreements published in association with specific Services and/or which may be adopted or enforced by the Internet Corporation for Assigned Names and Numbers ("ICANN"), any registry, agency, or governments.

2. CHANGES TO THIS AGREEMENT:

This Agreement may change over time, either through amendments by us, changes to ICANN policy or applicable law which may or may not be reflected in the text of this Agreement, or otherwise. Before any material changes to this Agreement become binding on you (other than changes resulting from a change in ICANN policy or applicable law), we will notify you of such changes by, for example, sending you an email to the email address of record. If, as a result of such a change, you no longer agree with the terms of this Agreement, your exclusive remedies are (a) to transfer your domain name registration services to another registrar, or (b) to cancel your Services, including domain name registration services, with us. Your continued use of the Services following notification of a change in this Agreement indicates your consent to the changes. Unless otherwise specified by us, any such change binds you: (1) thirty (30) days after we notify you of the change, or (2) immediately if such change is a result of a new or amended ICANN policy or applicable law.

3. REGISTRANT RIGHTS AND RESPONSIBILITIES:

ICANN has developed, in consultation with registrars, a webpage that identifies important registrant rights and responsibilities. The document provides a "plain language" summary of terms related to Registrant Rights and Responsibilities as set out in the Registrar Accreditation Agreement (RAA), for posting on registrar websites. While some of the terms included do not specifically refer to registrants, those terms are included because of the potential import to understanding registrar/registrant relations. The document also summarizes registrant rights and responsibilities that arise within ICANN Consensus Policies and specifications, as those policies and specifications are incorporated into the RAA. The

summarization of terms within this document do not override or replace the terms set forth in the RAA or within those specifications or policy. Please review these important Registrant Rights and Responsibilities (https://www.icann.org/resources/pages/benefits-2013-09-16-en).

4. YOUR ACCOUNT:

You must create an account to use the Services ("Account"). You are solely responsible for maintaining, securing, updating, and keeping strictly confidential all login IDs and passwords, and for all access to and use of your Account by you or any third-party.

A. ACCOUNT CONTACT INFORMATION AND DOMAIN NAME RDDS INFORMATION:

i. You must provide current, complete and accurate information about you with respect to the RDDS information for your domain name(s). Within seven (7) days of any change to such information, you must update such information as needed to keep it current, complete and accurate.

a. You **must** submit the following with respect to you (registrant): name, full postal address, email address, voice telephone number.
b. We may require you to submit the following with respect to you (registrant): organization name (where applicable and relevant), and, where available, fax number.
c. We may require you to submit the following with respect to the technical contacts for your domain name registration(s) and other Services: name, email address, voice telephone number, postal address, and, where available, fax number.
d. We may require you to submit the following with respect to your administrative and billing contacts (where different from you): name, postal address, email address, voice telephone number, and, where available, fax number.
e. We may, at any time and at our sole discretion, request additional information about you to confirm your Account and access. Additional information we may request may include, but is not limited to, documentation to confirm your identity or address, passport or identification documentation, or legal documentation verifying your identity.

You may provide information regarding the name-servers assigned to your domain name(s) and, if we are providing name-server services to you, the DNS settings for the domain name. If you do not provide complete name-server information, or if you purchase "Name Only" Services, we may supply this information (and point your domain name to a website of our choosing) until such time as you elect to supply the name-server information or until such time as you elect to upgrade from "Name Only" Services.
The type of information you are required to provide may change and you must

provide such information and keep your Account information current. Not providing requested information may prevent you from obtaining all, or any, Services. If at any time you provide fraudulent credit card or payment information, as determined solely by Name.com, we may, at our sole discretion, immediately shut down your account, delete or remove the domain names, and Services with no recourse to you.

B. OBLIGATIONS RELATING TO THE ACCOUNT AND RDDS CONTACT INFORMATION:

i. If, in obtaining Services, you provide information about or on behalf of a third-party (e.g. in the provision of an alternative administrative, technical or billing contact (as per (b)-(d) above), you represent and warrant that you have (a) provided notice to that third-party of the disclosure and use of that party's information as set forth in this Agreement, and (b) obtained the third-party's express written consent to the disclosure and use of that party's information as set forth in this Agreement. We may provide a notification to all contacts upon signup to the Services, providing a link to our Privacy Policy, and providing an opportunity to any so noted third-party to 'Opt Out'. Should such a third-party indicate that their data is being processed without their consent (i.e. should they choose to opt out) this may lead to a breach of this Agreement, which, depending on the nature of the breach may or may not be incurable and may be a basis for the suspension and/or cancellation of the Services.

ii. You represent and warrant that the statements in your application are true and that no Services are being procured for any unlawful or abusive purpose, including but not limited to the infringement of any intellectual property right or other right; the distribution of malware; the abusive operation of botnets; phishing, fraudulent or deceptive practices; the unauthorized transfer to yourself or any other party of any domain name or Services; counterfeiting; or any other activity in violation of any laws, rules, or regulations (the "Illegal Uses"). Providing inaccurate or unreliable information, failing to update information within seven (7) days of any change, engaging in any Illegal Uses, or failing to respond for over fifteen (15) days to inquiries by us concerning the accuracy of Account and RDDS contact information will constitute an incurable material breach of this Agreement and be a basis for suspension and/or cancellation of the Services.

iii. You are responsible for regularly monitoring email sent to the email address in your Account. You may lose your rights to the domain name(s) or your right to receive the Services if you do not respond appropriately and timely to an email sent in conjunction therewith.

C. ACCESSING YOUR ACCOUNT:

i. To change any of your Account information or to update or rectify any inaccurate domain name RDDS information, you must access your Account. It is your duty to safeguard your Account username and password from any unauthorized use. Any person in possession of your Account login identifier and password will have

both the ability and your authorization to modify your Account and domain name information, initiate transfers of your domain name(s) to other registrars, initiate registrant changes to your domain names which may terminate your rights to use such domain name(s), update DNS changes to your domain name(s) which may result in changes to the content associated with your domain name(s), and take other actions which may affect or terminate your rights and access to your domain name(s) and/or the Services.

ii. We will take reasonable precautions to protect the information we obtain from you from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information and such reasonable precautions include procedures for releasing Account access information to parties who claim to have lost Account access information. If we take reasonable precautions in relation thereto, IN NO EVENT WILL WE BE LIABLE IF SUCH REASONABLE PRECAUTIONS DO NOT PREVENT THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD AND, EVEN IF WE FAIL TO TAKE REASONABLE PRECAUTIONS, OUR LIABILITY UNDER ANY CIRCUMSTANCES WILL BE LIMITED BY THE LIMITATION OF LIABILITY PROVISION FOUND IN PARAGRAPH 14 BELOW IN THIS AGREEMENT.

iii. If you contact us alleging that a third-party has unauthorized access to your Account or domain names, we may charge you administrative fees, currently set at fifty dollars (US$50) per hour, for our time spent in relation to the matter, regardless of whether or not we return control over the Account and/or domain name(s) to you. You will indemnify us for any reasonable attorneys' fees and costs we may incur in relation to the matter, even if those fees and costs accrue as a result of defending an action, or responding to a threat of an action, initiated by you or a third-party.

D. SHARING OF RDDS INFORMATION:

i. Subject to the terms of our Privacy Policy (/privacy-policy), we will make available certain domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, any ICANN-authorized escrow service, 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 RDDS lookup systems), whether during or after the term of your domain name registration services of the domain name. Where permitted by law, you irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of such information. We may make publicly available, or directly available to third-parties, some, or all, of the information you provide, for purposes of inspection (such as through our RDDS service) or for targeted marketing and other purposes as required or permitted by applicable laws, including by way of bulk RDDS data access provided to third-parties who enter into a bulk RDDS data access agreement with us.

ii. 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 RDDS can be found at here (https://www.icann.org/resources/pages/registrars/consensus-policies/wmrp-en) and elsewhere on the ICANN website (https://www.icann.org/).

5. OUR SERVICES

A. DOMAIN NAME REGISTRATION:

i. We are an accredited registrar with ICANN for generic top-level-domain names ("gTLDs") (such as .com, .net, .org, etc.). ICANN oversees registrations and other aspects of the gTLDs. We also are a registrar for a variety of country code top-level-domain names ("ccTLDs") (such as .co, .uk, .de, etc.). A partial list of registry administrators and more information on gTLDs can be found here (https://archive.icann.org/en/tlds/). Domain name registrations are not effective until the registry administrator puts them into effect. Domain name registrations are only for limited terms which end on the expiration date. For domain names which are created as a new registration out of the pool of available domain names, the term begins on the date the domain name registration is acknowledged by the applicable registry. For domain name registrations which were not returned to the pool of available domain names, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry.

ii. We are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator, including those arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration. You acknowledge that domain name registration is a service, domain name registrations do not exist independently from services provided pursuant to this or a similar registration agreement with a registrar, domain name registration services do not create a property interest and you have no such property interest in any domain name(s) which you may register with us.

B. AFTER MARKET DOMAIN NAMES:

i. We offer for sale domain names that are registered to third-parties (also known as after market domain names) in a variety of top-level-domain names ("After Market Domain Name(s)"). All After Market Domain Name registrations are offered on a first come, first served basis. If you are the first to complete an After Market Domain Name registration application for a particular domain name, including payment of the purchase price we designate, we will initiate a transfer of the relevant After Market Domain Name to your Account. Note that some pricing may be subject to negotiation and is at our discretion. If the After Market Domain Name is at another domain registrar at the time of your purchase, we will transfer your purchased After Market Domain Name to us at no cost to you. In most, but not all cases, at the time the After Market Domain Name is transferred

to your Account, the After Market Domain Name will have an expiration date that is at least six (6) months after the date of transfer. Any subsequent renewals of the After Market Domain Name will be charged at the then-current renewal fee. Once you submit your order for an After Market Domain Name, you have entered into a valid, binding and enforceable contract to pay the designated purchase price for the After Market Domain Name. Because we are selling After Market Domain Names initially registered to third parties, we have no control and make no representations regarding the accuracy or legality of domain names advertised, the accuracy or legality of any domain name listing, or the right and the ability of the third-party seller to transfer the After Market Domain Name or complete the transaction. We do not control whether or not third-party sellers will complete a transaction. We reserve the right to reject or cancel your After Market Domain Name registration for any reason including, but not limited to, any pricing errors. In the event your After Market Domain Name registration is rejected or cancelled by us, for any reason, we may refund in full the amount of the purchase price for the After Market Domain Name as your sole remedy. Any such refund will either be in the form of Account credit or the original payment method. More details regarding our refund policy can be found here (/policies/refund).

ii. Once the After Market Domain Name is transferred into your Account, such Aftermarket Domain Name may not be transferred away from us to another registrar during the first sixty (60) days following the transfer, during which time the After Market Domain Name may be placed on transfer lock. All of your obligations under this Agreement that apply to the registration or renewal of domain name(s) created by you apply to any After Market Domain Name(s) acquired by you, including but not limited to prohibition against any Illegal Uses.

C. ID PROTECTION SERVICES:
Your use of our privacy service that lists proxy contact information in the RDDS database instead of your contact information is governed by our ID Protection Service Agreement (/policies/idp).

D. WEB HOSTING SERVICES:
Your use of website hosting services is governed by our Web Hosting Service Agreement (/policies/webhosting-agreement).

E. SSL CERTIFICATES:

i. Your use of Digicert SSL certificates (e.g., Rapid SSL, Symantec, and GeoTrust) is governed by the Digicert SSL Certificate Subscriber Agreement (https://www.digicert.com/legal-repository/Subscriber-Agreement.pdf).

ii. Your use of Comodo/Sectigo SSL certificates is governed by the Sectigo Certificate Subscriber Agreement (https://sectigo.com/uploads/files/Certificate-Subscriber-Agreement-v2.2-click.pdf).

F. EMAIL SERVICES:
Your use of our email services is governed by our Email Service Agreement (/policies/email-service).

G. SITELOCK WEBSITE SECURITY:
SiteLock Find, SiteLock Fix, SiteLock Accelerate, SiteLock 911, and SiteLock Defend products (the "SiteLock Services") will be available for purchase in your checkout flow at Name.com. The SiteLock Services will be governed by the SiteLock's Customer Agreement which can be found here (https://www.sitelock.com/download/legal/SITELOCK_CUSTOMER_AGREEMENT_2019.pdf).

H. PRE-REGISTRATION SERVICE; DOMAIN NABBER BACKORDER SERVICE:
You may place a backorder/pre-registration request for certain domain names using our backorder/pre-registration service. For each domain name you place a backorder/pre-registration request for, we will make reasonable attempts to acquire such domain name on your behalf. We do not guarantee your backorder/pre-registration request will result in you obtaining the domain name and expressly reserve the right to (1) refuse additional backorder/pre-registration requests or (2) cancel existing backorder/pre-registration request at any time for any reason. If we refuse or cancel your backorder/pre-registration request, we will promptly refund any fees paid for the backorder/pre-registration request in the form of Account credit or, at our option, Promotional Credit (as defined below). By placing a backorder/pre-registration request, you agree to the following additional terms:

i. Funds will not be returned on backorder/pre-registration orders between the time you request the domain name and the time we attempt to secure the domain for you.

ii. If an unsuccessful attempt is made to acquire a domain name using our backorder/pre-registration service, a refund will be issued, excluding any non-refundable fees, in the form of Account credit or, at our option, Promotional Credit (as defined below).

iii. Any time before ninety-six (96) hours prior to when the domain name is scheduled to become publicly available (for the avoidance of doubt, with respect to pre-registrations, the date the general availability phase of the gTLD is scheduled to begin), you may request to cancel your backorder/pre-registration. In the event we are able to cancel your backorder/pre-registration prior to the date the domain name is scheduled to become publicly available, we will issue you a refund for the order amount in the form of Account credit or, at our option, Promotional Credit (as defined below).

iv. If the price for a secured domain name is higher than the price paid to place the initial backorder/pre-registration you will be immediately responsible for paying the difference in price. Failure to make payment will result in you forfeiting any rights or claims on the secured domain name as well as the initial funds paid to secure the backorder/pre-registration.

v. If you fail to make timely payment for a secured domain name, we may (a) delete and make available the domain name for public registration; (b) make the domain name available to third-parties for purchase at our sole discretion; or (c) assume the registration of the domain name.

vi. Using our backorder/pre-registration service may result in your domain name having a different registrar of record than us. By using our backorder/pre-registration service you acknowledge, understand and agree that you are bound by the materially similar registration agreement of the registrar of record, whomever that registrar may be.

I. WEBSITE BUILDER:
Your use of our website builder service is governed by our Website Builder Agreement (/policies/website-builder).

J. G SUITE:
Your use of the Google Inc. hosted services currently known as “G Suite” (formerly known as “Google Apps for Business,” “Google Apps Vault,” and/or “Google Drive Storage”) (as these services may be renamed from time to time) is governed by our G Suite Service Agreement (/policies/googleapps).

K. Bl.ink Services:
Your use of Bl.ink services is governed by the following Terms of Service (https://www.bl.ink/terms-of-service/) and Privacy Policy (https://www.bl.ink/privacy-policy/).

L. NOT INCLUDED IN THE SERVICES:

i. We are not responsible for determining whether the domain name(s) you select, or the use you or others make of the domain name(s), or other use of the Services, infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use or allow others to use infringe legal rights of others.

ii. We might be ordered by a court or arbitrator 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. Our policy is to comply with court orders from courts of competent jurisdiction as well as UDRP and URS Panel decisions. If you contact us informing us that you are contesting a court order from a court of competent jurisdiction, we may, but are not obligated to, place a transfer lock on the domain name pending the outcome of the dispute. If you contact us informing us that you are contesting an adverse UDRP or URS Panel decision, your time limits and procedures to do so are subject to the requirements set forth in the UDRP or URS. We will not delay implementation of a UDRP or URS Panel

decision based solely on your informing us that you intend to contest the decision.

M. USE OF FREE SERVICES:

i. In consideration for providing additional optional Services for which we do not charge an additional fee, including, but not limited to, free trials, URL forwarding, email forwarding, free parking page, free website hosting, free email services, or other free services which we may introduce from time to time (as such list may be modified by us from time to time) ("Free Services"), we may display advertising in conjunction therewith through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to emails, or any other advertising means, and we may aggregate for our own use, related usage data by means of cookies and other similar means. You will not be entitled to any of the proceeds we may earn as a result of such advertising. We may discontinue any Free Services at any time with or without providing you prior notice.

ii. From time to time we may provide you with free or low-cost domain name registration services ("Promotional Name(s)"). If we do so, the services for the Promotional Name(s) will be placed in the same Account as your other domain name(s) and you will be listed as the registrant, though we may point the Promotional Name to IP address(es) of our choosing. If you want to assume control over the services provided to the Promotional Name, including the right to transfer or push the Promotional Name service to other registrars or other Accounts or the ability to control the DNS settings for the Promotional Name, you must pay the promotional registration fee or renewal fee, if any, and the terms of this Agreement will apply to such Promotional Name(s). If you do not want the Promotional Name services, you may request that you be removed as the registrant of such Promotional Names and we may be listed as the domain name registrant or we may delete such domain names or make them available to others. For any domain name services, including these Promotional Names, for which you are listed as registrant but for which you do not pay the registration or renewal fee, we may assign name-servers to the domain name and point the domain name to IP address(es) designated by us until the registration or renewal fee is paid.

6. SERVICES PROVIDED AT WILL; TERMINATION OR SUSPENSION OF SERVICES:

A. We may reject your domain name registration application or elect to discontinue providing Services to you for any reason within thirty (30) days of a Service initiation or a Service renewal, including but not limited to the reasons included in our Acceptable Use Policy (/media/policies/acceptable-use.pdf), which may be amended from time to time at our sole discretion. Outside of these periods, we may reject, terminate or suspend the Services, including placing any domain name(s) on lock, hold, or similar

status such as transferlock, at any time for cause, which without limitation includes: (i) registration of prohibited domain name(s); (ii) abuse of the Services; (iii) payment irregularities or fraudulent payment information; (iv) allegations of illegal conduct or infringement of any third-party intellectual property right or other right, including violations of our Acceptable Use Policy (/media/policies/acceptable-use.pdf); (v) failure to keep your Account or RDDS information accurate and up to date; (vi) failure to respond to inquiries from us for over five (5) calendar days; (vii) suspected, alleged or actual violations of sanctions laws as described in Section 6(B) below; or (viii) if your use of the Services involves us in a violation or alleged violation of any third-party's rights or acceptable use policies, including but not limited to the transmission of unsolicited email or the violation or alleged violation of any intellectual property right or other right. No fee refund will be made when there is a suspension or termination of Services for cause.

B. We also may reject, terminate or suspend the Services immediately and freeze the related account and all associated funds, without notice, if we cannot confirm that you or any other person to whom you are providing the Services, or who otherwise has an interest in the Services, is not a Sanctioned Person to whom we are prohibited by law from providing the Services. For purposes of this section, “Sanctioned Person” means any person or entity that is the subject or target of sanctions or restrictions under United Nations or U.S. economic sanctions or export controls, including any person or entity that is: (i) or is owned or controlled by a person or entity that is, listed on any applicable United Nations, U.S. or non-U.S. sanctions- or export-related restricted party list, including, the U.S. Department of the Treasury Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List; or (ii) a national of or located in or organized under the laws of a jurisdiction that is subject to comprehensive United Nations or U.S. sanctions (including Iran, North Korea, Syria, or the Crimea region of Ukraine).

C. At any time and for any reason, we may terminate the Services thirty (30) days after we send notice of termination via mail or email, at our option, to the RDDS contact information provided in association with your domain name registration. Following notice of termination other than for cause, you must transfer your domain name within such thirty (30) day notice period or risk that we may delete your domain name, transfer the registration services associated with your domain name to ourselves or a third-party, or suspend or modify Services related to your domain name. If we terminate Services for a reason other than cause, we will provide a pro-rata refund of your fees.

D. If we terminate or suspend the Services provided to you under this Agreement, 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 provided to you. If we have grounds to terminate or suspend Services with respect to one domain name or in relation to other Services provided through your Account, we may terminate or suspend all Services provided through your Account.

E. We, and any registry, reserve the right to deny, cancel, or transfer any domain name registration or transaction, or place any domain name(s) on lock, hold, or similar status, including transferlock, as we, or the registry, deem necessary, in either our or the registry's unlimited and sole discretion: (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable registry policies and/or procedures or ICANN rules and regulations, including without limitation, the registry agreement; (iii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iv) to avoid any liability, civil or criminal, on the part of us or the registry, as well as our or the registry's affiliates, subsidiaries, officers, directors, and employees; (v) to correct mistakes by us, another registrar, or the registry in connection with the domain name; (vi) following an occurrence of any of the prohibited activities described in Section 4.b.ii above; (vii) per the terms of this Agreement; or (viii) for the resolution of disputes concerning the domain name.

7. FEES; ACCOUNT CREDIT; PROMOTIONAL CREDIT; and TAXES

A. You agree to pay, prior to the effectiveness of the desired Services, the applicable Service fees set forth on the Pricing Page (/pricing) or otherwise communicated to you. In the event any of the fees for Services change, we will use reasonable efforts to give you thirty (30) days prior notice of such changes on the Pricing Page (/pricing) or by other reasonable means. Please check the Pricing Page (/pricing) often for any changes to our Services fees. 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, unless this Agreement specifically provides for a refund. At our option, any refunds granted by us may be in the form of Promotional Credit (as defined below). In addition, at our option, we may require that you pay fees through a particular payment means (such as by credit card or by wire transfer) or that you change from one payment provider to another. More details regarding our refund policy can be found here (/policies/refund).

B. You may elect to add Account credit for use in connection with obtaining all or certain of the Services. Account credit is non-refundable for any reason and is not transferable without our consent, which may be denied for any reason. You authorize us to deduct from your Account credit any amounts owed by you to us, including, without limitation, amounts owed as a result of your indemnification of us for third-party claims and any administrative costs, including reasonable administrative costs which may be charged for inactive accounts. Account credit has no expiration and will exist in your account so long as you have Services with us.

C. "Promotional Credit" is a form of a Name.com promo code that may be used to obtain a discount on eligible purchases through us. Each Promotional Credit will discount an eligible purchase through us by one dollar (US$1.00). The value of such discount and redemption criteria may change from time to time and will be determined by us in our

sole discretion. Promotional Credits are not transferable, have no cash value, and cannot be used as payment of any obligations to us. Unless otherwise agreed to by us in writing, **Promotional Credit will expire sixty (60) days after the date such Promotional Credit is issued to your Account.**

D. Unless specified otherwise, the fees for the Services do not include taxes. If we are required to pay ICANN fees or United States or international sales, use, property, value-added ("VAT"), royalty, license, or other taxes based on your use of the Services, then you must pay such fees or taxes. This section does not apply to taxes based on our income.

8. PAYMENT ISSUES:

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with your payment of fees for any Services where we disagree with the determination made by the credit card company, we may suspend access, or close accounts, to any and all Accounts you have with us and all interests in and use of any domain name registration services, website hosting, and/or email services, including all data hosted on our systems may be assumed by us, as the case may be, or may be terminated. We may reinstate your rights to and control over these Services solely at our discretion, and subject to our receipt of the unpaid fees and our then-current reinstatement fee in our sole discretion. If you have an issue with credit card or other payment charges, you should contact us regarding the issue before you contact your credit card or other payment process company to request a charge back or reversal of the charges.

9. EXPIRATION AND RENEWAL OF SERVICES:

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. With respect to domain name registration services, we will email a renewal notification approximately one (1) month and approximately one (1) week prior to each such domain name's expiration. In addition, if a domain name is not renewed, we will email an additional renewal notification within five (5) days after the expiration of such domain name's registration. All renewal notifications will be sent to the primary contact for the Account associated with the domain name registration. If the primary contact for the Account varies from the registrant contact listed for the domain name, then we will also email the registrant contact information listed for the domain name as well. It is your responsibility to maintain current and accurate credit card information should any Services be placed on "auto-renew." Should renewal 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 Services, we may attempt to renew the Services a reasonable time before expiration, provided your credit card or other billing information is available and up to date. It is your responsibility to keep your billing information up to date and we are not required to, but may, contact you to update this information in the event that an attempted transaction is not processed successfully. Please note that for certain top level domain names, the automatic renewal option is not available.

10. EXPIRATION OF A DOMAIN NAME REGISTRATION:

Immediately after the expiration of the term of domain name registration services and before deletion of the domain name in the applicable registry's database, we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to an IP address or to IP address(es)

which host a parking page or a commercial search engine that may display advertisements, and we may either leave your RDDS information intact or we may change the contact information in the RDDS output for the expired domain name so that you are no longer the listed registrant of the expired domain name.

A. Reactivation Period Process: For a period of approximately twenty-five (25) days after expiration of the term of domain name registration services, if applicable per the registry administrator for the domain name, we may provide a procedure by which expired domain name registration services may be renewed. We may, but are not obligated to, offer this process, called the "reactivation period." You assume all risks and all consequences if you wait until close to or after the expiration of the original term of domain name registration services to attempt to renew the domain name registration services. We may, in our sole discretion, choose not to offer a reactivation period and we will not be liable therefore. The reactivation period renewal process, if any, may involve additional fees which we may determine. We may make expired domain name services available to third-parties, we may auction off the rights to expired domain name services (the auction beginning close to the end or after the end of the reactivation period), and/or expired domain name registration services may be re-registered to any party at any time.

B. After the reactivation period, if any, we may:

   i. Discontinue the domain name registration services at any time thereafter without notice. In which case, certain registry administrators may provide procedures by which discontinued domain name registration services may nonetheless be renewed. We will participate in this process, typically called the "Redemption Grace Period" ("RGP"), for each gTLD registry administrator that provides it. We may, in our sole discretion, choose not to participate in the RGP process with respect to any or all of your ccTLD domain name registration services and we will not be liable therefore. If available, RGP typically ends between thirty (30) and forty-two (42) days after the end of the reactivation period of the domain name services. The current RGP fee varies by top-level-domain. Please contact our support team for further pricing details. We are not obliged to contact you to alert you that the domain name registration services are being discontinued; or

   ii. Pay the registry's registration fee or otherwise provide for the registration services to be continued. In which case, you will not be able to recover the domain name registration services; or

   iii. If we auctioned the domain name services to a third-party, we may transfer the domain name registration services to such third-party. In which case, the third-party who won the auction for the domain name services will control the domain name services, including control over the RDDS information and the DNS settings. You may recover the domain name registration services prior to the end of the reactivation period, as such reactivation period applied to you. We are not obliged to contact you to alert you that the domain name registration services are or were auctioned. We do not have to pay you any of the proceeds we may earn as a result of such an auction.

11. TRANSFERS

A. Transfer of your domain name(s) services will be governed by ICANN's Transfer Policy (https://www.icann.org/resources/pages/registrars/transfers-en), including the Registrar Transfer Dispute Resolution Policy (https://www.icann.org/resources/pages/tdrp-2012-02-25-en) as well as the UDRP and URS as described in Section 17 of this Agreement, as these policies may be modified from time to time. 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). Alternatively, you should contact us to have your domain name(s) services locked or unlocked or to obtain the EPP "AuthCode." Only the registrant and the administrative contacts listed in the RDDS information may approve or deny a transfer request. Without limitation, domain name services may not be transferred within sixty (60) days of initial registration, within sixty (60) 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. We will follow the procedures for both gaining and losing registrars as outlined in ICANN's transfer policies. Transfer requests typically take five (5) 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 following a redemption of the domain name, if any. You may be required to resubmit a transfer request if there is a communication failure or other problem at either our end or at the registry. YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER WHETHER OR NOT THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.

B. Upon initial registration, we may place a "Registrar Lock" (listed in the Account as “ClientTransferProhibited") on your domain name and associated services and this will prevent your domain name from being transferred without your authorization, though we are not required to do so. If you wish to remove the Registrar Lock at any time, you may do so within your Account, but until time that you remove the Registrar Lock you consent to deny any transfer requests made upon the domain name and associated Services.

C. You explicitly authorize us to act as your "Designated Agent" (as defined in ICANN's Transfer Policy (https://www.icann.org/resources/pages/registrars/transfers-en)) to approve each "Change of Registrant" (as defined in ICANN’s Transfer Policy (https://www.icann.org/resources/pages/registrars/transfers-en)) on your behalf.

12. OWNERSHIP OF INFORMATION AND DATA:

We own all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. We own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of the registrant and all contacts for the domain name registration[1], (d) any remarks concerning the registered domain name that appear

or should appear in the RDDS or similar database, and (e) any other information we generate or obtain in connection with the provision of Services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. We do not have any ownership interest in your specific personal registration information outside of our rights in our domain name database.

13. AGENTS AND LICENSES:

If you are registering a domain name for or on behalf of someone else, you represent that you have the authority to and will bind that person as a principal to all terms and conditions provided herein. If you license the use of a domain name you register to us or to a third-party, you remain the domain name holder of record, and remain responsible for all obligations at law and under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration and for ensuring non-infringement of any third-party intellectual property rights or other rights.

14. LIMITATION OF LIABILITY:

WE, THE REGISTRY OPERATOR, AND ICANN WILL NOT BE LIABLE FOR ANY (a) SUSPENSION OR LOSS OF THE SERVICES, (b) USE OF THE SERVICES, (c) INTERRUPTION OF SERVICES OR INTERRUPTION OF YOUR BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR WEB SITE(S) OR SERVICES OR DELAYS OR ACCESS INTERRUPTIONS YOU EXPERIENCE IN RELATION TO A DOMAIN NAME REGISTERED WITH US; (e) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (f) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (g) THE PROCESSING OF AN APPLICATION FOR A DOMAIN NAME REGISTRATION; (h) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (i) APPLICATION OF ANY DISPUTE POLICY. WE, THE REGISTRY OPERATOR, AND ICANN 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 WILL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR SERVICES, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS (US$400.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. INDEMNITY:

You hereby release and agree to indemnify, defend, and hold us, ICANN, the registry operators, as well as the contractors, agents, employees, officers, directors, shareholders, subsidiaries, affiliates, divisions, accountants, attorneys, insurers, predecessors, successors and assigns of such parties ("Indemnitees") harmless from and against any and all liabilities, claims, demands, damages, losses, costs and expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable attorneys' fees and court costs, in any way relating to, arising out of, or otherwise in connection with your domain registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms of conditions governing the registration, including this Agreement including any breach of any of your representations, warranties, covenants or obligations set forth in this Agreement, the Services provided hereunder, or your use of the Services,

including, without limitation, infringement or alleged infringement by you, or by anyone else using the Services, of any intellectual property or other right of any person or entity, or from the violation or alleged violation of any of our or and ICANN's operating rules or policies relating to the Services provided. You will not enter into any settlement or compromise of any such indemnifiable claim that affects any Indemnitee without the prior written consent, which will not be unreasonably withheld, of the relevant Indemnitee, and you agree that these indemnification obligations will survive the termination or expiration of the Agreement for any reason. We may seek written assurances from you in which you promise to indemnify, defend, and hold us harmless from the costs and liabilities described in this paragraph, including on behalf of a registry operator or ICANN. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in our sole discretion, result in loss of your right to control the disposition of domain name Services for which you are the registrant and in relation to which we are the registrar of record. This indemnification is in addition to any indemnification (a) required under the UDRP, URS, or any other ICANN policy or any policy of any relevant registry; or (b) set forth elsewhere in this Agreement.

16. REPRESENTATIONS AND WARRANTIES:

YOU REPRESENT AND WARRANT THAT 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 SERVICES INFRINGES THE LEGAL RIGHTS OF A THIRD-PARTY OR WILL OTHERWISE SUBJECT US TO A LEGAL CLAIM. THE SERVICES ARE INTENDED FOR USE BY PERSONS WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AND BY USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD AND ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR PROCUREMENT OF THE SERVICES IS ACCURATE. ALL SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS. EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS ICANN-APPROVED DOMAIN NAME REGISTRARS, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, 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. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR E-MAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND 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 OUR E-MAIL SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH OUR E-MAIL SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

17. DISPUTE RESOLUTION POLICY:

You are bound by all ICANN consensus policies and all policies of any relevant registry, including but not limited to: (i) the Uniform Domain Name Dispute Resolution Policy (https://www.icann.org/resources/pages/policy-2012-02-25-en) ("UDRP") along with the UDRP Rules (https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en) and all Supplemental Rules of any UDRP provider; and (ii) the Uniform Rapid Suspension System (https://newgtlds.icann.org/en/applicants/urs) ("URS") along with the URS Rules and all Supplemental Rules of any URS provider. The UDRP and URS may be changed by ICANN (or ICANN's successor) at any time. 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 and URS in effect at the time your domain name registration is disputed by the third-party. 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 and URS. If you or your domain name is the subject of litigation, we may deposit control of your domain name record into the registry of the judicial body by providing a party with a registrar certificate.

18. GOVERNING LAW AND JURISDICTION FOR DISPUTES:

A. Except as otherwise set forth in the UDRP, URS, or any similar ccTLD policy, with respect to any dispute over a domain name registration, this Agreement, your rights and obligations and all actions contemplated by this Agreement will be governed by the laws of the United States of America and the State of Washington, as if the Agreement was a contract wholly entered into and wholly performed within the State of Washington.

B. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, will be determined by arbitration in King County, Washington, before one arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY FORM OF A CLASS PROCEEDING. Further, unless both you and we expressly agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class proceeding. This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Service of process on you by us in relation to any dispute arising under this Agreement may be served upon you by first class mail to the address listed by you in your Account and/or domain name RDDS information or by electronically transmitting a true copy of the papers to the email address listed by you in your Account and/or domain name RDDS information.

C. Notwithstanding the foregoing, for the adjudication of third-party disputes (i.e., disputes between you and another party, not us) concerning or arising from use of domain names registered hereunder, you will submit without objection, without prejudice to other potentially applicable jurisdictions, to the subject matter and personal jurisdiction of the courts (i) of the domicile of the registrant as it appears in

the public RDDS record for the domain name(s) in controversy, and (ii) where we are located, currently those State or federal courts whose geographic districts include Denver, Colorado.

19. NOTICES:

Any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the Account and/or domain name RDDS information you have provided.

20. ADDITIONAL REGISTRY REQUIREMENTS:

A. Some registries have additional contractual requirements that you agree to by registering domain names from those registries. You are responsible for reviewing any terms and conditions applicable to or provided by such registries. By accepting this Agreement, you agree to be bound to the applicable additional registry requirements (/policies/additional-registry-requirements).

B. Regulated TLDs. For domain name registrations in any "Regulated TLD", you acknowledge and agree that your registration is subject to the following additional requirements: (1) comply with applicable laws, including those that relate to privacy, data collection, consumer protection (including relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (2) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Regulated TLDs include, but are not limited to, the following. Note that Name.com does not necessarily support all of these TLDs: .accountant, .accountants, .app, .architect, .art, .associates, .audio, .author, .band, .beats, .bio, .book (and IDN equivalent), .broadway, .broker, .broker, .brokers, .capital, .care, .cash, .cashbackbonus, .city, .claims, .clinic, .cloud (and IDN equivalent), .credit, .data, .degree, .dental, .design, .diet, .digital, .discount, .download, .earth, .eco, .engineer, .engineering, .entertainment, .exchange, .fan, .fans, .fashion (and IDN equivalent), .film, .finance, .financial, .financialaid, .fit, .fitness, .forex, .free, .fund, .game, .games, .gives, .giving, .gratis, .green, .health, .healthcare, .healthy (IDN Chinese equivalent), .heart, .hiphop, .hiv, .insure, .investments, .juegos, .kid, .kids, .kinder, .law, .lease, .legal, .limited, .loan, .loans, .market, .markets, .mba, .med, .media, .money, .mortgage, .movie, .music, .netbank, .news, .online, .organic, .pay, .payu, .physio, .pictures, .play, .radio, .realtor, .realty, .rehab, .reise, .reisen, .reit, .retirement, .rip, .sale, .save, .school, .schule, .show, .show, .software, .song, .tax, .theater, .theatre, .tour, .tours, .town, .toys, .trading, .travelersinsurance, .tunes, .tvs, .vermogensberatung, .vet, .video, .weather and .zip.

C. Highly Regulated TLDs. In addition to the requirements for Regulated TLDs listed above, domain name registrations in any "Highly-Regulated TLD" are subject to the following registrant requirements: (1) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports

of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business; (2) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-Regulated TLD; and (3) you will report any material changes to the validity of your authorizations, charters, licenses and/or other regulated credentials for participation in the sector associated with the Highly-Regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve. Highly-Regulated TLDs include, but are not limited to, the following. Note that Name.com does not necessarily support all of these TLDs: .abogado, .attorney, .autoinsurance, .bank, .banque, .bet, .bingo, .carinsurance, .casino, .charity , and IDN equivalent), .corp, .cpa, .creditcard, .creditunion, .dds, .dentist, .doctor, .fail, .gmbh, .gripe, .hospital, .inc, .insurance, .ira, .lawyer, .lifeinsurance, .llc, .llp, .lotto, .ltd, .ltda, .medical, .mutualfunds, .mutuelle, .pharmacy, .poker, .sal, .sarl, .spreadbetting, .srl, .sucks, .surgery, .university, .vermogensberate, .vesicherung, and .wtf. For .doctor registrants who hold themselves out to be licensed medical practitioners must be able to demonstrate to us and the registry operator, upon request, that they hold the applicable license.

D. .army, .navy, .airforce: By registering a domain in one or any of these TLDs, you represent that you will take reasonable steps to avoid misrepresenting or falsely implying that you or your business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist.

21. GENERAL:

The parties hereby incorporate the requirements of 41 CFR 60-1.4(a), 300.5(a) and 741.5, if applicable. This Agreement and all applicable ICANN policies and the policies of any relevant registry, including but not limited to the UDRP and URS, together with all modifications, constitute the complete and exclusive agreement between you and us, and supersede and govern all prior proposals, agreements, or other communications. You represent, warrant, and agree that upon entering into this Agreement, that you are not relying upon and have not relied upon any representation, promise, or statement made by anyone which is not recited, contained, or embodied in this Agreement. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of us to require your performance of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of us. The parties hereby incorporate the requirements of 41 CFR 60-1.4(a), 300.5(a) and 741.5, if applicable.

[1] For the avoidance of doubt, where any such data is ‘Personal Data’, ‘ownership’ denotes our responsibility as controllers (or processor where appropriate) of data for those purposes as outlined in our Privacy Policy (/privacy-policy).

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