**Domain Registration Agreement**

**iGateway MS | internet gateway management systems | IGMS**

# AGREEMENT.

# In this Registration Agreement ("Agreement") "you" and "your" refer to each customer, "we", us" and "our" refer to iGateway MS; internet gateway management systems; IGMS; and "Services" refers to the domain name registration provided by us as offered through Enom, the Registration Service Provider ("RSP"). This Agreement explains our obligations to you, and explains your obligations to us for various Services.

# SELECTION OF A DOMAIN NAME.

# You represent that, to the best of the your knowledge and belief, neither the registration of the TLD or SLD name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the Domain Name is not being registered for any unlawful purpose.

# FEES.

# As consideration for the services you have selected, you agree to pay iGateway MS, (b. smith) the applicable service(s) fees. All fees payable hereunder are non-refundable. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You, by completing and submitting this Agreement represent that the statements in your application are true.

# TERM.

# You agree that the Registration Agreement will remain in full force during the length of the term of your Domain Name Registration. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. This Agreement will remain in full force during the length of the term of your Domain Name Registration as selected, recorded, and paid for upon registration of the Domain Name. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. Should you transfer your domain name or should the domain name otherwise be transferred due to another Registrar, the terms and conditions of this contract shall cease and shall be replaced by the contractual terms in force for the purpose of registering domain names then in force between SLD holders and the new Registrar.

# MODIFICATIONS TO AGREEMENT.

# You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our web site, or on notification to you by e-mail or regular mail as per the Notices section of this agreement. You agree to review our web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), you shall abide by any such revisions or changes. You further agree to abide by the ICANN Uniform Dispute Resolution Policy ("Dispute Policy") as amended from time to time. You agree that, by maintaining the reservation or registration of your domain name after modifications to the Dispute Policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modifications, you may request that your domain name be deleted from the domain name database.

# MODIFICATIONS TO YOUR ACCOUNT.

# In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password.

# DOMAIN NAME DISPUTE POLICY.

# If You reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference.

# If the registered domain name belongs to the ".info" tld extension, You also submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP").

# DOMAIN NAME DISPUTES.

# You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. For any dispute, you agree to submit to the jurisdiction of the courts of The State of South Carolina.

# ICANN POLICY.

# You agree that your registration of the SLD name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the SLD name. Further, you acknowledge that you have read and understand the Registrant Rights and Responsibilities as outlined by ICANN: http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm

# AGENCY.

# Should you intend to license use of a domain name to a third party you shall nonetheless be the SLD holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the SLD. You shall accept liability for harm caused by wrongful use of the SLD, unless you promptly disclose the identity of the licensee to the party providing you reasonable evidence of actionable harm. You also represent that you have provided notice of the terms and conditions in this Agreement to the third party and that the third party agrees to the terms of Disclosure and Use of Registration Information (Article XVIII and XX of this Agreement).

# ANNOUNCEMENTS.

# We and Enom reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

# LIMITATION OF LIABILITY.

# You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data miss-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed five hundred ($500.00) dollars.

# You acknowledge that Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered domain name during these periods, and (b) the results of any dispute over a Sunrise Registration.

# INDEMNITY.

# You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including without limitation Enom, and the directors, officers, employees and agents of each of them, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, or any other legal action brought to our attention involving us based on the anonymity of the domain, we may seek assurance from you the customer concerning your promise to indemnify us and written notice that you have contacted the plaintiff or representative for the complainant and made your contact information available to them. Failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name and forfeit the right to privacy on a domain. A pro-rated refund will be issued to the payment method on file for the remaining unused service.

# You agree to indemnify, defend and hold harmless the Registry Operators, including Afilias limited, VeriSign Inc., NeuStar Inc., and Public Interest Registry, and their directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the domain name registration. You further agree that this indemnification obligation will survive the termination or expiration of the registration agreement.

# TRANSFER OF OWNERSHIP.

# The person named as administrative contact at the time the controlling user name and password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion) along with the applicable transfer fee. If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

# BREACH.

# You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

# NO GUARANTY.

# You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.

# DISCLAIMER OF WARRANTIES.

# You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We 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. We make no warranty that the Services will meet your requirements, or that the Service(s) 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 Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service 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 goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

# INFORMATION.

# As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information (collectively, the "Registration Information"):

Your name and postal address (or, if different, that of the domain name holder);

The domain name being registered

The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name.

The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name.

# Any other information which we request from you at registration is voluntary. Any voluntary information we request is collected such that we can continue to improve the products and services offered to you through IGMS.

# DOMAIN PRIVACY SERVICE

# If you purchased domain privacy services ("Domain Privacy"), you agree that your Registration Information will be replaced in any public WHOIS search with information provided by iGatewayMS.com as determined in its sole discretion (the "Private WHOIS Contact Information").

# Although the Private WHOIS Contact Information will appear in any public WHOIS search result, you are solely responsible for resolving any and all monetary, creditor, or other claims that arise in connection with a legal or other dispute involving your domain name registration. Use of the Domain Privacy service in no way alleviates your obligation to provide valid and accurate Registration Information and to update and correct such information pursuant to the terms of this Registration Agreement.

# The Domain Privacy service is NOT a general mail forwarding service. You agree that you will not provide any third party with the Private WHOIS Contact Information for the purpose of having such third party transmit communications to you. iGatewayMS.com may immediately terminate the Domain Privacy service and, at its sole option, disclose the Registration Information in the event that you breach this Agreement.

# Notwithstanding anything to the contrary, you agree that IGatewayMS.com may, but is not obligated to, review and forward communications in connection with your domain name that it receives. You hereby authorize IGatewayMS.com to receive, sort, open, forward, and destroy any and all mail sent to our address at our sole discretion. You specifically acknowledge that IGatewayMS.com is not obligated but may forward to you certified or traceable courier mail (such as UPS or Federal Express deliveries), legal notices, or first class U.S. postal mail; however, IGatewayMS.com will NOT forward "junk" mail or other unsolicited communications (whether delivered through fax, postal mail, or telephone), and you further authorize IGatewayMS.com to either discard all such communications or return all such communications to the sender. You agree that: (i) postal mail may be forwarded via regular mail forwarding or scanned and emailed electronically to the email address listed in the Registration Information; (ii) emails will be forwarded to the email address listed in the Registration Information; and (iii) callers will be directed to use the mailing or email address listed on the Private WHOIS Contact Information and we will forward such mail or email pursuant to the terms of this section; we will not relay phone messages to you.

# If any domain name for which you are using the Domain Privacy service is transferred to another registrar, Domain Privacy will automatically cease and no refund will be given for any unused portion of the service.

# Failure to renew the Domain Privacy service while your domain name registration is still valid will result in the Domain Privacy being suspended, terminated or cancelled and your Registration Information will be displayed in any public WHOIS search

# IGatewayMS.com expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Service and/or reveal the Registration Information in any public WHOIS search or to any third party at any time without notice to you:

## To comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government inquiries or requests of law enforcement;

## To comply with ICANN's [Uniform Domain Name Dispute Resolution Policy](http://www.icann.org/en/udrp/udrp.htm);

## To resolve any and all third-party claims, whether threatened or made, arising out of your use of the Domain Privacy service, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights;

## In the event you breach any provision of this Registration Agreement or any other agreement you've entered into with IGatewayMS.com, including, but not limited to, the Terms of Service;

## To comply with the rules, procedures, or practices of the registry that governs the domain name extension receiving the Domain Privacy service and to protect the integrity and stability of the applicable domain name registry;

## To avoid any financial loss or legal liability (civil or criminal) on the part of IGatewayMS.com, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees;

## To prevent inappropriate activity that comes to IGatewayMS.com's attention, including without limitation if you are using Domain Privacy to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v) are tortuous, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data, or personally identifiable information.

# Pursuant to paragraph 3.7.7.3 of ICANN's Registrar Accreditation Agreement ("RAA"), you agree that if you license use of a Registered Name (as that term is defined in the RAA) to a third party, you are nonetheless the Registered Name Holder of record (as that term is defined in the RAA) and are responsible for providing your Registration Information and for providing and updating valid and accurate Registration Information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name unless the Registered Name Holder promptly discloses the identity of the licensee to the party claiming violation or infringement of its rights.

# DISCLOSURE AND USE OF REGISTRATION INFORMATION.

# You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by ICANN and the applicable laws.

# You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.

# You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through IGATEWAY MS.

# You agree to immediately correct and update the registration information for your registered domain name registration during the registration term for the registered domain name. Failure by You, to provide accurate and reliable registration information, during the registration term will be considered to be a breach of this agreement.

# We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

# We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

# If you enable the contact privacy feature for your registered domain name through IGMS or one of its domain registration providers (Provider), you voluntarily assign Provider as the official registrant of the domain name. The Provider in turn grants full use of the domain name back to you, including the right to disable contact privacy.

# Pertaining to registration information given during the registration and duration of registration term of a domain using the ".info" tld extension, You also consent to the use, copying, distribution, publication, modification and other processing of registered personal data by Afilias limited (INFO Registry Operator) and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 of the INFO Registry-Registrar agreement.

# REVOCATION.

# Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or your failure to respond for over fifteen calendar days to inquiries by us concerning the accuracy of contact details associated with the your registration shall constitute a material breach of this Agreement and be a basis for cancellation of the SLD registration.

# RIGHT OF REFUSAL.

# We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Services within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Services, or we delete your domain name or other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services.

# SEVERABILITY.

# You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

# NON-AGENCY.

# Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

# NON-WAIVER.

# Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

# NOTICES.

# Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. In the case of e-mail notification to us or to IGateway MS to services@igatewayms.com or, in the case of notice to you, at the e-mail address provided by you in your WHOIS record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5 business days after the date of mailing and, in the case of notification to us or to IGMS shall be sent to:

# iGateway MS (igatewayms.com) via fax to 1 888 832-2976 Attn: Service Department or via email to services@ igatewayms.com

# and in the case of notification to you shall be to the address specified in the "Administrative Contact" in your WHOIS record.

# ENTIRETY.

# You agree that this Agreement, the rules and policies published by us and the Dispute Policy are the complete and exclusive agreement between you and us regarding our Services. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

# GOVERNING LAW.

# THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA AND THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN SOUTH CAROLINA AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

# INFANCY.

# You attest that you are of legal age to enter into this Agreement.

# ACCEPTANCE OF AGREEMENT.

# YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT. GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

# OBLIGATION TO MAINTAIN WHOIS.

# Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond to inquiries by us addressed to the email address of the registrant, the administrative, billing or technical contact appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration. Any information collected by us concerning an identified or identifiable natural person (“Personal Data”) will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by ICANN or an applicable registry policy. Article XXXII. REVOCATION.

# We, in our sole discretion, reserve the right to deny, cancel, suspend, transfer or modify any domain name registration to correct a mistake, protect the integrity and stability of the company and any applicable registry, to comply with any applicable laws, government rules, or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or cancel, suspend, transfer or modify your domain name registration. Article XXXIII. INCONSISTENCIES WITH REGISTRY POLICIES.

# In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail. Article XXXIV. NON-WAIVER.

# Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Article XXXV. FORCE MAJEURE.

# You acknowledge and agree that neither we nor the applicable registry shall be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.

(END of DOMAIN REGISTRATION AGREEMENT)