

GoDaddy.com Domain Name Change of Registrant Agreement

This GoDaddy.com, Inc. Domain Name Change of Registrant Agreement ("Agreement") is by and between GoDaddy.com, Inc. , an Arizona corporation (" Go Daddy ") and You, Your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of Go Daddy 's Change of Registration and represents the entire agreement between You and Go Daddy . This Agreement sets forth the terms and conditions of transferring a registered domain name from the current Registrant ("Current Registrant") to the new registrant ("New Registrant"). By participating in this transaction, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, including our [dispute policy](#) , along with any new, different or additional terms, conditions or policies, including the Universal Terms of Service which Go Daddy may establish from time to time. Such Agreements may be found [here](#).

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with Go Daddy , whether or not the transactions were in Your behalf. You acknowledge that Go Daddy 's acceptance of any application made by You for services provided by Go Daddy will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices located in Scottsdale, Arizona, USA.

You acknowledge that Go Daddy or its licensor is a registrar bound by an agreement between Go Daddy or its licensor and the ICANN. You agree that Go Daddy or its licensor may modify this agreement in order to comply with applicable law and the terms and conditions set forth by the Internet ICANN and/or the Registry Administrator chosen by ICANN, as well as any registration rules or policies that may be published from time to time by Go Daddy or its licensor.

1. Go Daddy's Role in this transaction

The Current Registrant and The New Registrant both agree that they are both entering into this Agreement of their own free will. The Current Registrant and the New Registrant acknowledge and agree that Go Daddy's sole role in connection with this Agreement is as processor of the transfer of the registration for the Domain Name and that Go Daddy's only responsibility under this Agreement will be to process the electronic transfer of the registration for the Domain Name. The Current Registrant and New Registrant assume full responsibility for the legal validity of the transfer of the Domain Name.

Upon completion of the change of Registrant of the Domain Name, Go Daddy will send an email to the Current Registrant confirming the change of Registrant contemplated by this Agreement. If the Current Registrant has any objection to the change of Registrant whatsoever, the Current Registrant assumes all responsibility for responding to such email and notifying Go Daddy of any objection. The Current Registrant agrees to release, indemnify and hold Go Daddy harmless for any issues that arise as a result of an improper change of Registrant, whether intentionally or unintentionally initiated, whether by the Current Registrant or others acting on its behalf. The domain name may not be transferred to another registrar within 60 days of the completion of the change of Registrant transaction (the "Transfer Prohibition Period"). In the event the domain name is subject to another change of Registrant

within the Transfer Prohibition Period, the 60 day Transfer Prohibition Period will begin again upon completion of the subsequent change of Registrant transaction.

2. legal agreements Current Registrant acknowledges that it and Go Daddy have entered into a Domain Name Registration Agreement (hereinafter referred to as "Registration Agreement"). The Current Registrant releases and discharges Go Daddy from any and all obligations and liabilities to it under the Registration Agreement. Current Registrant acknowledges that it is not due the refund of any fees previously paid to Go Daddy under the Registration Agreement or entitled to receive any other fees or funds previously paid to Go Daddy. The New Registrant acknowledges that it agrees to be bound by the agreements that govern all domain names registered through Go Daddy as found on <http://registrar.godaddy.com>, including the Domain Name Registration Agreement; the Uniform Domain Name Dispute Resolution Policy; this Agreement; and Go Daddy's policies and procedures as posted on its web site. The New Registrant hereby agrees that all rights and liabilities of Current Registrant under the Registration Agreement are hereby transferred and assigned to New Registrant.

3. representations and warranties of current registrant and new registrant The individuals who electronically execute this Agreement on behalf of the Current Registrant and the New Registrant hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this Agreement on behalf of the entities and/or the persons for which they sign below, and that they own and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement.

4. successors and assigns This Agreement and all of its terms shall be binding upon and inure to the benefit of the Current Registrant, the New Registrant and their successors, assigns, principals, agents and employees and Go Daddy . There are no third-party beneficiaries of this Agreement.

5. provisions specific to .US registrations

You, the Registrant, shall indemnify and hold harmless NeuStar, the .US Registry, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) .US domain name registration and (ii) use of any .US registered domain name.

The New Registrant certifies that it meets the following Nexus Requirements to qualify to register to use a .US domain name.

A. Registrants must be either:

1. A natural person (i) who is a United States citizen, (ii) who is a permanent resident of the United States of America or any of its possessions or territories, or (ii) whose primary place of domicile is in the United States of America or any of its possessions, or;
2. An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the district of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions (including a federal, state, or local government of the United States, or a political subdivision thereof, and non-commercial organizations based in the United States), or;
3. A foreign entity or organization that has a bona fide presence in the United States of

America or any of its possession or territories that also (i) regularly engages in lawful activities (sales of goods or services or other business, commercial or non-commercial including not-for-profit activities) in the United States, or (ii) maintains an office or other property within the United States.

B. The name servers listed for all .US domain names must be based within the United States of America or any of its possessions or territories.

The New Registrant further certifies that Go Daddy has requested specific information regarding how the Registrant meets the Nexus requirement and that Registrant has willingly volunteered such information. The New Registrant understands and agrees that such information will be verified and will be shared with the .US Registry.

The New Registrant understands and agrees that if such information cannot be verified, or if the New Registrant fails to continue to abide by the Nexus Requirements, the registered domain name shall be subject to immediate cancellation.

6. Go Daddy has no liability to new registrant for validity of transfer

The New Registrant assumes full and complete responsibility for, and agrees that, Go Daddy shall have no liability for:

1. Current Registrant's actual registration of the Domain Name.
2. Current Registrant's legal right and ability to transfer registration of the Domain Name to New Registrant.
3. Any and all situations that exist previous to this agreement or that may arise which cause the transfer of registration of the Domain Name to New Registrant to either be delayed or not to take place.
4. The validity and/or enforceability of New Registrant's entitlement to of the registration of Domain Name when the transfer is consummated.

7. limitation of Go Daddy 's liability

BOTH THE CURRENT REGISTRANT AND THE NEW REGISTRANT AGREE THAT Go Daddy SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR (A) SUSPENSION, LOSS, OR MODIFICATION OF THE DOMAIN NAME REGISTRATION, REGARDLESS OF THE ACTIONS OF ANY PARTY TO THIS AGREEMENT, (B) USE OF THE DOMAIN NAME REGISTRATION, OR THE INABILITY TO USE OR BENEFIT FROM THE DOMAIN NAME REGISTRATION, BY ANY PARTY TO THIS AGREEMENT, (C) INTERRUPTION OF BUSINESS OF EITHER THE NEW REGISTRANT OR THE CURRENT REGISTRANT, (D) ACCESS DELAYS OR INTERRUPTIONS OF ACCESS TO Go Daddy 's WEB SITE OR TO ANY OTHER WEB SITES, (E) THE NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION OF DATA, (F) THE PROCESSING OF THIS APPLICATION OR ANY OTHER APPLICATION FOR SERVICE OR REQUEST FOR SERVICE FROM Go Daddy , OR (G) APPLICATION OF ANY DISPUTE POLICY OR THE POLICIES AND PROCEDURES AS ADOPTED BY ICANN, ICANN'S SUCCESSORS OR ANY OTHER REGULATORY BODY.

IN NO EVENT SHALL Go Daddy AND ITS AGENTS AND CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION BROUGHT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, OR OTHERWISE, EVEN IF

Go Daddy HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Go Daddy 's MAXIMUM AGGREGATE LIABILITY, TO THE CURRENT REGISTRANT OR THE NEW REGISTRANT COLLECTIVELY, EXCEED THE TOTAL AMOUNT PAID TO Go Daddy TO PROCESS THIS AGREEMENT. IN ANY EVENT, Go Daddy 's LIABILITY SHALL BE LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW.

8. **indemnification of Go Daddy by current registrant and new registrant** Current Registrant and New Registrant agree, jointly and severally, to defend, indemnify and hold harmless Go Daddy from any loss, liability, damages or expense, including reasonable attorney's fees, resulting from any third party claim, action or demand related to the transfer of the registration of the Domain Name or use of the Domain Names, jointly and severally. In addition, the Current Registrant and New Registrant agree to indemnify and hold Go Daddy harmless from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided herein. This indemnification is in addition to any indemnification required of either party under Go Daddy 's Legal and Dispute Policy.
9. **terms of this agreement are severable** You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be modified to the minimum extent necessary to make it enforceable and valid in accordance with the intentions of the parties, and if that cannot be done, then such provision shall be severed. In any case, the remaining terms and conditions of the agreement will remain in full force and effect.
10. **the agreement is governed by Arizona law** THIS AGREEMENT SHALL BE DEEMED ENTERED INTO IN THE STATE OF ARIZONA. THE LAWS AND JUDICIAL DECISIONS OF MARICOPA COUNTY, ARIZONA SHALL BE USED TO DETERMINE THE VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT. THE CURRENT REGISTRANT AND THE NEW REGISTRANT AGREE THAT ANY ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF MARICOPA COUNTY, ARIZONA AND CURRENT REGISTRANT AND NEW REGISTRANT AGREE THAT MARICOPA COUNTY, ARIZONA IS THE SOLE AND EXCLUSIVE VENUE FOR SUCH ACTIONS.
11. **trial by jury is waived** THE CURRENT REGISTRANT AND THE NEW REGISTRANT AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT. ALL SUCH DISPUTES SHALL BE TRIED BY THE COURT, NOT A JURY.
12. **attorney's fees** In the event of any dispute arising out of this Agreement, the prevailing party shall be paid its reasonable court costs and attorneys' fees.
13. **how notices are to be made under this agreement** Both Current Registrant and New Registrant agree that all notices from GoDaddy.com, Inc. to you may be sent to the email addresses provided herein and will be deemed delivered within one (1) day after sending. Notices from you to GoDaddy.com, Inc. shall be sent by first class mail to our address below. Delivery shall be deemed to have been made by you to GoDaddy.com, Inc. three (3) days after the date sent.
14. **headings** The headings in the Agreement are descriptive only and in the event of a conflict between a heading and the underlying terms of this Agreement, the terms of this Agreement shall control.
15. **entire agreement** This Agreement shall be enforceable according to its terms, which alone expresses the agreement of the parties. There are no agreements, written, oral or otherwise, that are contrary or inconsistent with the written terms of this

Agreement. This Agreement may be modified or amended only by a written agreement, signed by Go Daddy , Current Registrant and New Registrant.