



netGURUS Registration Agreement

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of netGURUS's. ("netGURUS") domain name registration services to register an Internet domain name, your registration of that domain name, as well as other netGURUS domain name related services. In this Agreement "you" and "your" refer to each customer and "we", "us" and "our" refer to netGURUS. This Agreement explains our obligations to you, and explains your obligations to us for various netGURUS services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional netGURUS service(s) or to cancel your netGURUS service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions. By using the service(s) provided by netGURUS under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, the accompanying dispute policy and any pertinent rules or policies that are or may be published by netGURUS.

This Agreement will become effective when accepted by netGURUS. netGURUS may elect to accept or reject your domain name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name.

1. Our Services:

netGURUS is an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") through eNom Inc. for Top Level Domain Names (TLDs), currently .com, .net and .org. ICANN oversees registrations and other aspects of the TLDs. As an accredited domain name registrar, netGURUS is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations we register for TLDs are not effective until we have delivered the domain name registration information you provide us to the registry administrator for the TLDs, as applicable, and the registry administrator puts into effect your domain name registration. For a list of registry administrators and for more information on TLDs, see <http://www.icann.org/tlds/>.

You agree and acknowledge that netGURUS is not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to your application and receipt of, or failure to receive, a domain name registration.

You further agree to indemnify, defend and hold harmless netGURUS and applicable registry administrator(s) and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

2. What We Do Not Do:

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name. You should be aware that there is the possibility we might be ordered by a court to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your domain name, we may turn to you to hold us harmless and to indemnify us.

3. Fees:

As consideration for the domain name registration services and/or other services provided by netGURUS to you, you agree to pay netGURUS, prior to the effectiveness of the desired domain name registration, the applicable service(s) fees for the initial registration of the



domain name and, should you choose to renew the registration, subsequent renewals of the registration. 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. Your requested domain name will not be registered unless we receive actual payment of the registration fee, or reasonable assurance of payment of the registration fee from some other entity (such reasonable assurance as determined by netGURUS in its sole discretion).

As further consideration for the netGURUS service(s), you agree to:

- i. provide certain current, complete and accurate information about you as required by the registration process and
- ii. 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").

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, you agree and acknowledge that netGURUS may suspend access to any and all accounts you have with netGURUS and that all right, title, interest in, and use of any domain name registration(s) and/or websites, email, or other data hosted on netGURUS systems shall be assumed by netGURUS. We will reinstate your rights solely at our discretion, and subject to our receipt of the unpaid fee(s) and our then-current reinstatement fee, currently set at US\$200. Charges for services may be identified on your credit card statement as "Domain Name Registration" or under a similar moniker.

You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your registration or other services are set to expire. As a convenience to you, and not as a binding commitment, we may notify you via an email message or via your account information when renewal fees are due. Should these fees go unpaid, your services will expire or be cancelled. Payment must be made by credit card or such other method as we may indicate in the registration application or renewal form. If the "auto renew" feature is selected with respect to the services you have ordered from us, we may attempt to renew your registration or other services a reasonable time before expiration, provided your credit card or other billing information is available and up to date. You acknowledge that it is your responsibility to keep your billing information up to date and that we are not required to, but that we may, contact you to update this information in the event that an attempted transaction is not processed.

4. Disclaimer, Disputes, and the Domain Name Dispute Policy:

If you request, reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by netGURUS's current Disclaimer published on our site ("Disclaimer") and our current Domain Name Dispute Policy ("Dispute Policy") which are incorporated herein and made a part of this Agreement by reference. The Disclaimer can be found at <http://www.netgurus.net> and the Dispute Policy can also be found at <http://www.netgurus.net>. Certain disputes, as specified in the Dispute Policy, are subject to that Policy. 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 your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold netGURUS harmless pursuant to the terms and conditions contained in the Dispute Policy. You also understand that it is important for you to regularly monitor (at least several times per week) email sent to the email address associated with your Account Information because, among other reasons, if a dispute arises regarding services provided to you, you may lose your rights to the services if you do not respond expeditiously to an email sent in conjunction therewith.



5. Transfer to another Registrar:

You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with netGURUS or after the expiration, but before the deletion, of your domain name. Your request to transfer to another registrar may be denied in situations which include, but are not limited to, a dispute over the identity of the domain name holder, bankruptcy, and failure to pay fees when due.

You acknowledge that you assume all risk for a failure of a transfer process if the transfer process is initiated close to the end of a registration term.

To prevent transfers not initiated by you, you agree that we may place a Registrar Lock ("lock") on your domain name. You also have the ability to prevent a transfer to another registrar by placing a lock on your domain name.

By maintaining the locked status on your domain name, you are providing express objection to any and all transfer requests issued from another registrar. Should you choose to transfer to another registrar, you must log into your account and remove the lock prior to our receipt of the transfer request from the gaining registrar.

6. Modifications to netGURUS's Registration Agreement and Dispute Policy:

You agree, during the period of this Agreement, that we, in our sole discretion, may:

- i. revise the terms and conditions of this Agreement and the Dispute Policy; and
- ii. change the services provided under this Agreement.

Any such revision or change will be binding and effective within 30 days of when the revised Agreement or change to the service(s) is posted on netGURUS's web site, or immediately after viewing the revised Agreement on netGURUS's website or immediately on notification to you by e-mail or United States mail. You agree to review netGURUS's web site, including the Agreement, periodically to be aware of any such revisions. You agree that, by continuing to use the netGURUS services or your continued use of a domain name registered to you through our services shall constitute your acceptance of this Agreement and the Dispute Policy with the new modifications. You acknowledge that if you do not agree to any such changes, that you may request, by providing us with notice by e-mail at info@netgurus.net or mail at the addresses listed in the contact information found on www.netgurus.net, that your domain name registration be cancelled or transferred to a different domain name registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy.

7. Account Information and Its Use:

- i. Information You Are Required to Submit. As part of the registration process, you are required to provide certain information and to update this information promptly as needed to keep it current, complete and accurate. The information you are obligated to provide in connection with the domain name you are registering is the following:
 - A. The domain name being registered;
 - B. Your (or the domain name holder's) name, postal address, e-mail address, voice telephone number, and where available, fax number; and
 - C. The name, postal address, e-mail address, voice telephone number, and where available, fax number of all contacts for the domain name; and
 - D. Valid payment information.
- ii. You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your registration may not be renewed.

- iii. All other information which we may request from you at registration is voluntary. However, not providing the requested information may prevent you from obtaining all products and services made available to domain name registrants by us, other than registration of the domain name.

- iv. Additional Information Maintained About Your Registration. In addition to the information you provide, we maintain records relating to your domain name registration. These records may include:
 - A. The original creation date of the registration;
 - B. The submission date and time of the registration application to us and by us to the proper registry;
 - C. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
 - D. Records of account for your domain name registration, including dates and amounts of all payments and refunds;

 - E. The IP addresses of the primary nameserver and any secondary nameservers for the domain name;
 - F. The corresponding names of those nameservers;
 - G. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;
 - H. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name;
 - I. The expiration and renewal date of the registration;
 - J. Information and copies in electronic or paper form regarding all other activity between you and us and third parties relating to your domain name registration and related services.

- v. Your Obligations Relating to the Account Information. In the event that, in registering the domain name, you are providing information about or on behalf of a third party, you hereby represent 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. that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

By registering a name or applying for services you also represent that the statements in its application are true and you also represent that the Domain Name is not being registered for any unlawful purpose.

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over ten (10) calendar days to inquiries by netGURUS concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

As indicated above in paragraph 4 and elsewhere in this Agreement, you understand that it is important for you to regularly monitor (at least several times per week) email sent to the email address associated with the "registrant" in your Account Information because, among other reasons, if a dispute arises regarding a domain name in your account, you may lose your rights to the domain name if you do not respond appropriately to an email sent in conjunction therewith.

vi. Privacy Policy: Disclosure and Use of Registration Information.

You agree and acknowledge that netGURUS will make available domain name registration information you provide or that we otherwise maintain to ICANN, to the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that netGURUS 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 for targeted marketing and other purposes as required or permitted by ICANN and applicable laws.

Additionally, you acknowledge that ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that netGURUS may or must make available to the public or to private entities, and the manner in which such information is made available.

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 and other information by netGURUS.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing your account at our web site (**www.netgurus.net**), or via a similar service. In order to change any of your account information with us, you must use your Account Login Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Login Identifier and Password from any unauthorized use. You agree that any person in possession of you Account Login Identifier and Password will have the ability and your authorization to modify your account information. netGURUS will take reasonable precautions to protect the information it obtains from you from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information; you agree that, if netGURUS takes reasonable precautions in relation thereto, that in no event shall netGURUS be liable if such reasonable precautions do not prevent the unauthorized use or misuse of your Account Identifier or Password and that, even if netGURUS fails to take reasonable precautions, that netGURUS's liability under any circumstances shall be limited by the limitation of liability found in paragraph 13 of this Agreement.

8. Ownership of Information and Data:

You agree and acknowledge that netGURUS owns 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. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar:

- i. the original creation date of the registration,
- ii. the expiration date of the registration,
- iii. the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration,
- iv. any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and
- v. any other information we generate or obtain in connection with the provision of domain name registration 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. netGURUS



does not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

9. Agents and Licenses:

You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy.

You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations 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.

10. "Name Only" Services, Incomplete DNS Information, and Use of Free Services:

You agree that if you purchase "Name Only" services or that if you provide incomplete DNS information (the information described in paragraphs 7.iv.E. and 7.iv.F.) in your Account Information, that netGURUS may direct the domain name to an IP address designated by netGURUS, including, without limitation, to an IP address which hosts a parking page or a commercial search engine. If you provided incomplete DNS information (and you did not purchase "Name Only" services), you understand that you can update and thereby override the DNS information designated by netGURUS.

In consideration for providing additional optional services for which netGURUS does not charge an additional fee, including, but not limited to, free parking page, or other services which netGURUS may introduce from time to time but for which there is not a separate fee ("Free Services"), you agree that, if you use such Free Services, netGURUS 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 other similar advertising means, and that netGURUS may aggregate related usage data by means of cookies and other similar means.

11. After Expiration of the Term of a Domain Name Registration:

After expiration of the term of a domain name registration and before deletion of the domain name by the applicable registry, you acknowledge that netGURUS may direct the domain name to an IP address designated by netGURUS, including, without limitation, to an IP address which hosts a parking page or a commercial search engine and you acknowledge that netGURUS may place netGURUS's contact information in the WHOIS output for expired domain name.

After expiration of the term of a domain name registration, you acknowledge that certain registry administrators may provide procedures or grace periods during which expired domain name registrations may be renewed. You acknowledge that you assume all risks and all consequences if you wait until close to or after the end of a domain name registration term to attempt to renew the registration. You acknowledge that netGURUS, for any reason and in its sole discretion, may choose not to participate in a post-expiration renewal process and that netGURUS shall not be liable therefore. You acknowledge that post-expiration renewal processes involve additional fees which netGURUS may determine in its sole discretion. You acknowledge that, upon expiration of the term of a domain name, that the applicable registry may make the domain name available to be registered by any party at any time.

You also agree that, after expiration of the term of a domain name registration and any applicable grace periods for which there is no fee above the regular domain name registration renewal fee, and assuming you did not exercise your rights as a registrant during such period, that netGURUS may renew the domain name registration in your name and that netGURUS may continue to point the domain name to an IP address designated by netGURUS. If



netGURUS exercises its rights under this provision, you as the listed registrant, will be allowed to assume, at any time, complete management of the domain name, including the right to set the DNS information.

12. Announcements:

We 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.

13. Limitation of Liability:

YOU AGREE THAT NETGURUS WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME, (2) USE OF YOUR DOMAIN NAME REGISTRATION, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND NETGURUS'S CONTROL; (8) THE PROCESSING OF THIS APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10) APPLICATION OF THE DISPUTE POLICY. NETGURUS ALSO 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 NETGURUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NETGURUS'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS (\$400.00). 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.

14. Indemnity:

You agree to release, indemnify, and hold all Registry Operators, netGURUS, their contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees and court costs, for third party claims relating to or arising under this Agreement, the netGURUS services provided hereunder, or your use of the netGURUS services, including without limitation infringement by you, or someone else using any netGURUS service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any netGURUS operating rule or policy relating to the service(s) provided. When netGURUS may be involved in a suit involving a third party and which is related to our services to you under this Agreement, netGURUS may seek written assurances from you in which you promise to indemnify and hold netGURUS harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in netGURUS's sole discretion, the posting of performance bonds or other guarantees reasonably calculated to guarantee payment to netGURUS. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in netGURUS's sole discretion, result in loss of your right to control the disposition of domain names for which you are the registrant and in relation to which netGURUS is the registrar of record. This indemnification is in addition to any indemnification required under the Dispute Policy.

15. Representations and Warranties:

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF THE DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR DOMAIN NAME REGISTRATION IS ACCURATE. ALL DOMAIN NAME REGISTRATION SERVICES ARE PROVIDED TO YOU "AS IS." EXCEPT FOR OUR STATEMENT REGARDING OUR



ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME REGISTRAR IN THE INTRODUCTORY PARAGRAPH OF THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ITS DOMAIN NAME REGISTRATION 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, NETGURUS MAKES 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. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE NETGURUS'S E-MAIL FORWARDING OR OTHER EMAIL 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. NETGURUS MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE E-MAIL SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE E-MAIL SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NETGURUS OR THROUGH THE E-MAIL SERVICE SHALL 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.

16. Breach and Revocation:

netGURUS reserves the right to suspend, cancel, transfer or modify your domain name registration or suspend, cancel or modify other services we provide in the event you breach this Agreement (including the Dispute Policy) and you do not cure such breach within thirty (30) days of notice by netGURUS, you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, you use your domain name in connection with unlawful activity, or grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including netGURUS) or registry administrator procedures approved by an ICANN-adopted policy, to correct mistakes by netGURUS, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that netGURUS shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice (written notice including notice via email), or at such time as netGURUS receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

17. 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 netGURUS service(s), or to delete your domain name 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 netGURUS service(s), or we delete your domain name or other netGURUS service(s) 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 or reserve, or delete your domain name or register you for other netGURUS service(s).

18. Governing Law:

Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall 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. Except as otherwise set forth in the Dispute Policy with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the netGURUS site shall be brought exclusively in the United States District Court for the Western District of Washington, or if there is no jurisdiction in such court, then in a state court in King County, Washington state.

19. Notices:

You agree that any notices required to be given under this Agreement by netGURUS to you will be deemed to have been given if delivered in accordance with the Account Information you have provided.

20. Infancy:

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

21. General:

This Agreement, netGURUS's Disclaimer and the Dispute Policy, together with all modifications, constitute the complete and exclusive agreement between you and netGURUS, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of netGURUS to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by netGURUS 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 Policy shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Policy unenforceable or invalid as a whole. netGURUS will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of netGURUS as reflected in the original provision. This Agreement, netGURUS's Disclaimer and the Dispute Policy may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of netGURUS.