

DOMINION DOMAINS

UNIVERSAL TERMS OF SERVICE AGREEMENT

1. Overview. This Universal Terms of Service Agreement (this “Agreement”) is entered into by and between Dominion Domains, LLC, a Virginia limited liability company, or its applicable affiliate (it or its applicable affiliate “Dominion”), and the person or entity identified on the Order Form (“you”) that is purchasing the products and services offered by Dominion (individually and collectively, the “Services”), and is made effective as of date of your purchase of the Services. This Agreement sets forth the general terms and conditions applicable to your purchase and use of the Services. By purchasing the Services, you signify that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the Product Agreements and Policies applicable to the Services you are purchasing, which may be found at <https://dominion.domains/legal> and which are incorporated herein by this reference. The terms and conditions of this Agreement are in addition to (and not in lieu of) any specific terms and conditions contained in the applicable Product Agreements or Policies. In the event of any inconsistency between the terms of this Agreement and those contained in any applicable Product Agreement or Policy, the terms of the applicable Product Agreement or Policy will control.

2. Amendment.

(a) Dominion may, in its sole discretion, unilaterally modify this Agreement, or any Product Agreement or Policy, at any time. Modifications to this Agreement, or any Product Agreement or Policy, will be posted to Dominion’s website at <https://dominion.domains/legal>. In addition, Dominion may from time to time notify you of modifications to this Agreement, or any Product Agreement or Policy, by email. If Dominion modifies this Agreement, or any applicable Product Agreement or Policy, after you have purchased Services, the renewal of your contract for the Services will signify your acceptance of the modified Agreement, applicable Product Agreement or Policy. If you do not agree to be bound by the modified Agreement, applicable Product Agreement or Policy, do not renew your contract for Services. Notwithstanding the foregoing, any modification to this Agreement, or any Product Agreement or Policy, made by Dominion in order to comply with applicable law or any policy promulgated by ICANN will be effective immediately upon Dominion’s adoption of such modification.

3. Eligibility; Authority.

(a) By purchasing and/or using the Services, you represent and warrant that you are (i) at least eighteen (18) years of age if you are a natural person, (ii) recognized as being able to form legally binding contracts under applicable law, and (iii) are not a person barred from purchasing or receiving the Services under the laws of the United States or any other applicable jurisdiction.

(b) If you are entering into this Agreement on behalf of an entity, you represent and warrant that you have the legal authority to bind such entity to the terms and conditions contained in this Agreement. If, after your electronic acceptance of this Agreement,

Dominion finds that you do not have the legal authority to bind such entity, you will be personally responsible for the obligations contained in this Agreement, including, without limitation, the payment obligations. Dominion shall not be liable for any loss or damage resulting from Dominion's reliance on any instruction, notice, document or communication reasonably believed by Dominion to be genuine and originating from an authorized representative of your entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Dominion reserves the right (but undertakes no duty) to require additional authentication from you.

4. Accounts; Transfer of Data Abroad.

(a) Accounts. In order to use some of the Services, you must create an account (your "Account") on the Dominion website located at <https://dominion.domains> (the "Site"). You represent and warrant that all information you submit when you create your Account is true, accurate, current and complete, and that you will keep your Account information true, accurate, current and complete. If Dominion has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Dominion reserves the right, in its sole discretion, to suspend or terminate your Account and any Services associated therewith. You are solely responsible for the activity that occurs on your Account, including, without limitation, all purchases of Services, whether authorized by you or not, and for the security of your Account information, including, without limitation, your username/login, password, Payment Method(s) (as defined below), and PIN. You must notify Dominion immediately of any actual or suspected breach of security or unauthorized use of your Account. Dominion will not be liable for any loss you incur due to any unauthorized use of your Account. However, you may be liable for any loss incurred by Dominion, its affiliates or other third parties that results from any use or access of your Account. You acknowledge and agree that you have the necessary rights and permissions to share with Dominion all information necessary for the creation of your Account, and the purchase and provision of the Services.

(b) Transfer of Data Abroad. If you purchase or use the Services, your communications with Dominion may result in the transfer of information (including, without limitation, your Account information or non-public, personally-identifiable information) across international boundaries. By communicating electronically with us, you consent to such transfers.

5. Availability of Site/Services. You acknowledge and agree that from time to time the Site and/or the Services may be inaccessible or inoperable for any reason including, without limitation, equipment malfunctions; periodic maintenance, repairs or replacements that Dominion undertakes from time to time; or causes beyond Dominion's reasonable control or that are not reasonably foreseeable including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, or other failures or action by third parties. Further, you acknowledge and agree that Dominion assumes no liability to you or any other party with respect to any such inaccessibility or inoperability of the Site or the Services. You acknowledge and agree that Dominion may use independent contractors or third party service providers to provide the Services, and that actions taken by such third party service providers may impact the availability of the Services.

6. General Rules of Conduct. You acknowledge and agree that:

(a) Your use of the Services will comply with this Agreement, the applicable Product Agreements and Policies, and all applicable laws, rules and regulations.

(b) You will not collect or harvest (or permit anyone else to collect or harvest) any non-public or personally identifiable information about any other person or entity without their express prior written consent.

(c) You will not use the Services in a manner (as determined by Dominion in its sole discretion) that: (i) is illegal or defamatory, or promotes or encourages defamation or illegal activity; (ii) promotes, encourages or engages in child pornography or the exploitation of children; (iii) promotes, encourages or engages in terrorism, violence against people, animals, or property; (iv) promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking; (v) violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription; (vi) infringes on the intellectual property rights of any person or entity; (vii) violates the privacy or publicity rights of any person or entity, or breaches any duty of confidentiality that you owe to any person or entity; (viii) interferes with the operation of the Site or the delivery of the Services; (ix) contains or installs any viruses, worms, bugs, Trojan horses or other code, files, programs or technologies designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; (x) contains false or deceptive language, or unsubstantiated or comparative claims, regarding Dominion or the Services; or (xi) is otherwise injurious to Dominion or its affiliates, third-party service providers or customers.

(d) You will not distribute, re-sell or otherwise provide the Services, including, without limitation, any of Dominion's related technologies, to any third party without Dominion's express prior written consent.

(e) You will not modify or alter any of the Services or any of their related technologies without Dominion's express prior written consent.

(f) You will provide government-issued photo identification and/or government-issued business identification as required for verification of identity when and as requested by Dominion.

(g) You are aware that Dominion may from time-to-time call you about your Account, and that, for the purposes of any and all such call(s), you do not have any reasonable expectation of privacy during those calls; and you hereby consent to allow Dominion, in its sole discretion, to record the entirety of such calls regardless of whether Dominion asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which Dominion is a party. Further, by providing your telephone or mobile number, you consent to receive marketing telephone calls, voicemails and text messages from or on behalf of Dominion, including those that may be sent by an automatic telephone dialing

system. You understand that providing such consent is not a condition of purchasing any Services from Dominion. Message and data rates may apply.

7. Confidential Information; Dominion Content; Feedback.

(a) Confidential Information. If Dominion discloses any proprietary or confidential information to you (including, without limitation, Dominion Content), you agree not to use or disclose such information unless Dominion has expressly authorized in writing such use or disclosure by you. You acknowledge that Dominion would be irreparably injured by any unauthorized use or disclosure of Dominion's confidential or proprietary information by you, and that monetary remedies at law would be inadequate to protect Dominion against any such actual or threatened unauthorized use or disclosure. Therefore, without prejudice to any other rights and remedies otherwise available to Dominion, you agree that Dominion shall be entitled to seek equitable relief, including injunctive relief and specific performance, upon any such actual or threatened unauthorized use or disclosure without proof of actual damages or inadequacy of a monetary remedy at law, and you further waive any requirement for the securing or posting of any bond in connection with any such remedy.

(b) Dominion Content. The content on the Site and that which may be delivered in connection with the Services, including, without limitation, any text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein (individually and collectively, "Dominion Content"), are owned by or licensed to Dominion or one of its affiliates, and are subject to copyright, trademark, patent and/or other applicable intellectual property protection in and under the laws of the United States and foreign jurisdictions. Dominion Content is provided to you "as is", "as available" and "with all faults" and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of Dominion. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement, except as expressly set forth herein. Dominion reserves all rights not expressly granted in and to the Dominion Content, the Site and the Services. Except to the extent expressly set forth in an applicable Product Agreement, and notwithstanding any use of the word "purchase" or similar terms with respect to the Services herein or in an applicable Product Agreement, you acknowledge and agree that you are not acquiring any ownership right in or title to the Services or any Dominion Content or other proprietary software, data or materials of Dominion. You will not access Dominion Content through any technology or means other than through the Site itself, or as Dominion may otherwise expressly approve in writing. You agree not to circumvent, disable or otherwise interfere with the security-related features of the Site or the Services (including, without limitation, those features that prevent or restrict use or copying of any Dominion Content).

(c) Feedback. Any questions, comments, suggestions, ideas, feedback, or other similar information provided by you to Dominion are not confidential and you hereby grant Dominion a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such information as Dominion's deems appropriate, for any and all commercial and/or non-commercial purposes, in Dominion's sole discretion.

8. Credits. In the event you are provided with a credit for any particular Service (a “Credit”), you acknowledge and agree that (a) such Credit will expire one (1) year from the date such Credit is granted, (b) may only be used with the valid purchase of such particular Service, and (c) may be terminated in the event the particular Service to which the Credit relates ceases to be offered or is cancelled, transferred or not renewed. Any Services that you purchase with a Credit will automatically renew at the then-current renewal price in accordance with the applicable Product Agreement. If you wish to cancel the automatic renewal of the Services, you may do so by contacting customer service. You acknowledge and agree that Dominion may modify or revoke any Credits granted to you at any time and for any or no reason.

9. Additional Reservation of Rights.

(a) Dominion expressly reserves the right to, at any time or from time to time, deny, cancel, suspend, terminate, lock, or modify access to (or control of) your Account and/or the Services (including, without limitation, the right to cancel or transfer any domain name registration) for any reason (as determined by Dominion in its sole discretion), including, without limitation, the following: (i) to correct mistakes made by Dominion in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to assist with fraud and abuse detection and prevention efforts, (iv) to comply with court orders and applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including, without limitation, subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, (viii) to avoid any civil or criminal liability on the part of Dominion, its officers, directors, employees, agents and affiliates, including, without limitation, instances where you have sued or threatened to sue Dominion, or (ix) to respond to an excessive amount of complaints related in any way to your Account or your use of the Services, including, without limitation, domain name(s) registered by you or content on your website.

(b) Dominion expressly reserves the right to terminate, without notice to you, any and all Services where, in Dominion’s sole discretion, you are harassing or threatening Dominion and/or any Dominion employees or you are otherwise in breach of this Agreement or any applicable Product Agreement or Policy.

10. No Spam; Liquidated Damages.

(a) Dominion does not tolerate the transmission of spam and may investigate and take appropriate action (as determined by Dominion in its sole discretion) against customers suspected to be using the Services in connection with the transmission of spam.

(b) Spam includes, without limitation, the sending of communications to recipients for advertising or other purposes without first obtaining prior consent of the recipients. Spam may include, without limitation, unsolicited commercial or bulk email, facsimiles, newsgroup postings, Windows system messages, pop-up messages (aka “adware” or “spyware” messages), instant messages, online chat room advertisements, guestbook or website forum postings, facsimile solicitations, and text/SMS messages. You agree to abide by this policy and

all applicable laws and regulations, including, without limitation, the CAN-SPAM Act of 2003 and the Telephone Consumer Protection Act. Commercial advertising and/or bulk emails or faxes (“Covered Messages”) may only be sent to recipients who have affirmatively “opted-in” to receive Covered Messages. Such Covered Messages must include a legitimate return address and reply-to address, the sender’s physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

(c) Without limiting any other remedy that Dominion may have, you agree that Dominion may immediately suspend or terminate your Account and any Services associated therewith if Dominion, in its sole discretion, suspects that your Account is being used in connection with the transmission of spam.

(d) In addition, you agree that actual damages arising from the transmission of spam cannot be reasonably calculated. Accordingly, you agree to pay Dominion liquidated damages in the amount of \$1.00 for each piece of spam transmitted from or otherwise connected with your Account.

11. Disclaimer of Representations and Warranties. THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY, DOMINION DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS, ORAL, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, AND DOMINION HEREBY SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, WHETHER RELATING TO QUALITY, ACCURACY, COMPLETENESS, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, DOMINION DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL FULFILL ANY PARTICULAR NEEDS OR PURPOSES. YOU ACKNOWLEDGE THAT THE OPERATION, USE OR PERFORMANCE OF THE SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS AND LOSSES, INCLUDING INADVERTENT LOSS OR DISCLOSURE OF DATA OR DAMAGE TO MEDIA, WHICH MAY GIVE RISE TO LOSS OR DAMAGE, AND YOU AGREE THAT DOMINION SHALL NOT BE LIABLE IN ANY EVENT ON ACCOUNT OF ANY SUCH ERRORS, OMISSIONS, DELAYS, OR LOSSES. YOU ACKNOWLEDGE AND AGREE THAT NO STATEMENTS MADE IN ANY ADVERTISING MATERIALS OR ANY OTHER DOCUMENTATION HAVE FORMED A PART OF THE PARTIES’ AGREEMENT AND YOU ARE NOT ENTITLED TO RELY ON SUCH STATEMENTS IN ADVERTISING OR OTHER DOCUMENTATION. THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12. Limitation of Liability. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY HEREUNDER, YOU ACKNOWLEDGE AND AGREE THAT (a) DOMINION

SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DOMINION SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR REVENUE, INCLUDING, WITHOUT LIMITATION, ANY SUCH LOSSES INCURRED AS A RESULT OF LOSS OF USE OF THE SERVICES, LOSS OR DISCLOSURE OF DATA (HOWEVER CAUSED), BUSINESS INTERRUPTION, COST OF RECOVERING SOFTWARE OR DATA, COST OF SUBSTITUTE SOFTWARE OR DATA OR OTHER SIMILAR COSTS); AND (b) DOMINION'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND IN RESPECT OF THE SERVICES OR DOMINION'S OBLIGATIONS UNDER THIS AGREEMENT RELATING THERETO, REGARDLESS OF THE FORM IN WHICH ANY CLAIM MAY BE BROUGHT, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES PAID TO DOMINION UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THE SERVICES.

13. Indemnity. You shall indemnify, defend and hold harmless Dominion, its affiliates, and its and their respective officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Dominion Parties"), from and against any and all claims, proceedings and demands asserted or brought against any Indemnified Dominion Party by any third party ("Claims"), as well as any damages, settlements, judgments, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred in connection therewith, that arise out of or result from (a) your use of the Services, including, without limitation, any Claim alleging that any of your content (i) infringes upon, violates or misappropriates any intellectual property right of such third party, or (ii) violates applicable law or is defamatory; (b) your breach of any representations, warranties, covenants or other terms and conditions set forth in this Agreement; (c) Dominion's receipt or use of any content you provide in the manner contemplated by this Agreement or any applicable Product Agreement; or (d) your violation of or failure to comply with any applicable law, rule or regulation. The obligations under this section shall survive any termination or expiration of this Agreement or your use of the Services.

14. Discontinued Services; End of Life Policy.

(a) Dominion reserves the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice. Although Dominion makes great effort to maximize the lifespan of all its Services, there are times when a Service will be discontinued or reach its End-of-Life ("EOL"). If that is the case, that product or service will no

longer be supported by Dominion, in any way, effective from and after an EOL date determined by Dominion in its sole discretion.

(b) In the event that any Service has reached or is approaching its EOL, Dominion will attempt to notify you thirty or more days in advance of the EOL date. It is your responsibility to take all necessary steps to replace the Service by migrating to a new service before the EOL date, or by entirely ceasing reliance on the Service before the EOL date. In either case, Dominion will either offer a comparable service for you to migrate to for the remainder of the term of your purchase, a prorated credit with Dominion, or a prorated refund, to be determined by Dominion in its sole discretion. Dominion may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration.

(c) Dominion will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services.

15. Fees and Payments.

(a) General Terms. You agree to pay any and all prices and fees for Services purchased at the Site at the time you order the Services. If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services. Dominion expressly reserves the right to change or modify its prices and fees at any time. If you have purchased or obtained Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question are renewed, whether automatically or otherwise. Your payment obligations to Dominion shall survive any termination or expiration of this Agreement or your use of the Services.

(b) Currency; Taxes. Dominion may offer product-level pricing in various currencies; however, transaction processing is supported only in U.S. dollars. If you use a currency other than U.S. dollars to purchase the Services, you may be charged exchange rate conversion fees by your payment processor. In addition, due to time differences between (i) the time you complete the checkout process, (ii) the time the transaction is processed, and (iii) the time the transaction posts to your bank or other account statement, the conversion rates may fluctuate, and Dominion makes no representations or warranties that (A) the amount submitted to your payment processor for payment will be the same as the amount posted to your bank or other account statement, or (B) the estimated conversion price will be the same as either the amount processed or the amount posted to your bank or other account statement, and you agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the displayed currency, you acknowledge and agree that you may be charged value added tax, goods and services tax or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section

(c) Payment Methods.

(i) Except as may be set forth in an applicable Product Agreement, you may pay for Services by utilizing a valid credit card, ACH transfer, or PayPal (each a "Payment Method"). You must maintain a valid Payment Method on file with your Account if

you have any active Services. You acknowledge and agree that the location for the processing of your payments may change based on the type of Payment Method chosen, any changes or updates made to your Payment Method, or based on the currency selected for the Payment Method.

(ii) If for any reason Dominion is unable to charge your Payment Method for the full amount owed for the Services provided, or if Dominion receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that Dominion may pursue all available lawful remedies in order to obtain payment, including, without limitation, immediate suspension or termination, without notice to you, of any Services. Dominion also reserves the right to charge you reasonable “administrative fees” or “processing fees” for (A) tasks Dominion may perform outside the normal scope of its Services, (B) additional time and/or costs Dominion may incur in providing its Services, and/or (C) your noncompliance with this Agreement (as determined by Dominion in its sole discretion). Typical administrative or processing fee scenarios include, but are not limited to (1) customer service issues that require additional personnel time or attention; (2) UDRP actions(s) in connection with your domain name(s) and/or disputes that require Accounting or legal services, whether performed by Dominion staff or by outside firms retained by Dominion; or (3) recouping any and all costs and fees, including the cost of Services, incurred by Dominion as the result of any chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with Dominion.

(iii) By checking the box “I accept” next to your selected Payment Method, you agree to allow a vendor authorized by Dominion to charge or debit the full amount of your purchase to or from your credit card, bank account, or PayPal account, as applicable.

(iv) It is your responsibility to keep your Payment Method current and funded. You acknowledge and agree that (1) Dominion reserves the right to decline a transaction for any reason (including, without limitation, failure to receive payments as a result of your Payment Method no longer existing or not holding available/sufficient funds) and (2) in such event, neither Dominion nor the authorized vendor shall be liable to you or any third party regarding the same. If for any reason the authorized vendor is unable to withdraw the full amount owed for the Services provided, you agree that the authorized vendor and Dominion may pursue all available lawful remedies in order to obtain payment (plus applicable fees). Dominion is not responsible for the actions of the authorized vendor.

(v) If you use ACH transfer as your Payment Method, your bank account must be at a financial institution in the United States, and the funds held must be in U.S. dollars. Further, you agree that if any ACH transfer is returned unpaid, you will pay a service charge determined by Dominion as permitted by law. These fees may be debited from your bank account using an electronic funds transfer or bank draft.

(d) Automatic Renewal.

(i) IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, SOME SERVICES ARE OFFERED ON AN

AUTOMATIC RENEWAL BASIS AS SET FORTH IN THE APPLICABLE PRODUCT AGREEMENT. EXCEPT AS DESCRIBED BELOW, SUCH SERVICES AUTOMATICALLY RENEW UPON EXPIRATION OF THE THEN CURRENT TERM FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD (EXCEPT FOR DOMAIN NAME REGISTRATIONS, WHICH RENEW FOR A PERIOD EQUAL TO THE ORIGINAL SERVICE PERIOD).

(ii) UNLESS YOU CONTACT SUPPORT TO DISABLE THE AUTOMATIC RENEWAL OPTION, DOMINION WILL AUTOMATICALLY RENEW THE SERVICES AT THE TERMINATION OF THE THEN CURRENT TERM AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH DOMINION AT THE THEN CURRENT FEES FOR THE SERVICES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE FEES FOR THE ORIGINAL SERVICE PERIOD. IF YOU DO NOT WISH FOR ANY SERVICE TO AUTOMATICALLY RENEW, YOU MAY ELECT TO CANCEL RENEWAL AS SET FORTH IN THE APPLICABLE PRODUCT AGREEMENT, IN WHICH CASE, YOUR SERVICES WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS YOU MANUALLY RENEW YOUR SERVICES PRIOR TO THE DATE OF EXPIRATION (IN WHICH CASE THE SERVICES WILL AGAIN BE SET TO AUTOMATIC RENEWAL). IF YOU ELECT TO CANCEL YOUR SERVICES AND DO NOT THEREAFTER MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND DOMINION SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR SUCH INTERRUPTION OR LOSS.

(e) Refund Policy. Unless otherwise expressly noted in the applicable Product Agreement, all payments for Services are non-refundable, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. You acknowledge and agree that where refunds are issued to your Payment Method, Dominion's issuance of a refund receipt is only confirmation that Dominion has submitted your refund to the Payment Method charged at the time of the original sale, and that Dominion has no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund. Dominion reserves the right, in its sole discretion, to issue the refund directly to you, instead of your Payment Method, either (i) in the form of a Credit; or (ii) via issuance of a check, which will be sent to the mailing address on file for your Account. In addition, Dominion reserves the right to offset any refund payments against any outstanding liabilities you have to Dominion, as determined by Dominion in its sole discretion.

16. Miscellaneous

(a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. You may not assign or otherwise transfer this Agreement or any of your rights or obligations hereunder to any other person or entity without the express prior written consent of Dominion.

(b) No Third-Party Beneficiaries. Except for the indemnity of the Indemnified Dominion Parties in Section 13, this Agreement is not intended to benefit any third party and the parties do not intend to create, and do not and shall not be deemed to create, any third party beneficiary rights hereunder.

(c) Sanctions Compliance. You acknowledge that the Services may be subject to U.S., foreign, and international economic sanctions laws and regulations and agree to comply with all such applicable laws and regulations, including regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. You further certify that, unless your use of the Services is authorized by U.S. law, during the term of the Agreement: (i) you are not located in a country/region sanctioned or embargoed by the United States; (ii) you are not otherwise subject to U.S. sanctions or other prohibitions; (iii) your website may not be used to offer products located or registered in or from a country/region sanctioned or embargoed by the United States or owned or otherwise controlled by a national thereof; and (iv) you will not otherwise allow access to or use of the Services in a manner that violates U.S. sanctions or any other applicable law or regulation. You understand that countries/regions currently sanctioned or embargoed by the United States include, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine, but this list is not necessarily comprehensive and is subject to change. You also understand that persons subject to U.S. sanctions or other prohibitions include, without limitation, individuals or entities identified on or in the U.S. Department of the Treasury's Specially Designated Nationals List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List. In certain cases, entities directly or indirectly 50% or more owned, in the aggregate, by listed individuals/entities also are subject to U.S. sanctions or prohibitions. If you access the Services from outside of the United States, you do so on your own initiative and you are responsible for compliance with the laws of that jurisdiction, if and to the extent those laws do not conflict with U.S. law. If such laws conflict with U.S. law, you shall not access the Services. Notwithstanding any other provision of this Agreement, Dominion shall have the right to terminate this Agreement and any applicable Product Agreement immediately upon the determination by Dominion, in Dominion's sole discretion, that you have breached, intend to breach, or insist upon breaching any of the provisions in this Section 16(c) or any U.S. sanctions or other applicable law or regulation.

(d) Compliance with Laws. Dominion makes no representation or warranty that the content available via the Services is appropriate in every country or jurisdiction, and access to the Services from countries or jurisdictions where such content is illegal is prohibited. You are responsible for compliance with all laws, rules and regulations applicable to you.

(e) Disputes and Waiver of Class Arbitration.

(i) Governing Law; Arbitration. The parties hereby expressly (1) agree that their respective rights and obligations shall be determined by the terms of this Agreement and (2) waive and opt out of any application of the Uniform Computer Information Transactions Act, or any version thereof, adopted in any state in any form to the maximum extent permitted by applicable law. This Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia (subject to clause (2) in the preceding sentence), without regard to principles of conflicts of law. If a dispute, controversy or claim cannot be settled by the parties hereto within thirty (30) days after written notice from either party to the

other of the dispute, controversy or claim, then, except as set forth below, any dispute, controversy, or claim arising under, out of, or relating to this Agreement, and any subsequent amendments of this Agreement, including, without limitation, any dispute, controversy, or claim relating to its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, will be finally determined by arbitration conducted by the American Arbitration Association in accordance with the Rules of the American Arbitration Association (the “ABA Rules”). A single arbitrator will be chosen in accordance with the ABA Rules, unless Dominion determines in its sole discretion that the subject of the dispute, controversy or claim warrants a greater number of arbitrators, in which case the additional arbitrators will be chosen in accordance with the ABA Rules. The place of arbitration will be in Norfolk, Virginia. The sole and exclusive language of arbitration will be English. The arbitrator shall not have the power to award damages inconsistent with this Agreement. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter under Virginia law. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary in connection with a court application for a provisional remedy or to enforce an award, or otherwise required by law or judicial decision. The judgment of the arbitration will be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the parties; and, judgment may be entered upon the arbitration award in any court of competent jurisdiction. In any action or other proceeding by which your account is referred to an attorney or collection agency for collection, you will pay for all collection fees, costs and expenses incurred by Dominion in connection therewith.

(ii) WAIVER OF CLASS ARBITRATION. YOU AND DOMINION AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. NEITHER YOU NOR DOMINION WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ARBITRATION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OF PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.

(iii) The foregoing arbitration provisions shall not preclude Dominion from exercising its right to injunctive relief in accordance with Section 7(a). IN CONNECTION WITH ANY SUCH COURT PROCEEDING OR TO COMPEL ARBITRATION OR TO ENFORCE THE DECISION OF THE ARBITRATOR(S), EACH PARTY IRREVOCABLY (1) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL COURT OR VIRGINIA STATE COURT SITTING IN THE CITY OF NORFOLK, (2) WAIVES ANY OBJECTION THAT IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH COURT, (3) WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, (4) WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO ANY SUCH CLAIM, SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER THE PARTY, AND (5) WAIVES ALL RIGHT TO TRIAL BY JURY

(iv) Claims or Disputes Must be Commenced within One Year. To the extent permitted by law, any claim or dispute to which this Section 16(e) applies must be commenced within one year of when the events giving rise to the claim or dispute first arose. If not commenced within such one year period, the claim or dispute will be permanently barred. The parties expressly intend to shorten the applicable statute of limitations.

(f) Titles and Headings; Independent Covenants. The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. The failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

(g) Reformation; Severability. If any term or condition hereof is held to be unenforceable by a court of competent jurisdiction, then, to the extent permitted by applicable law, the parties hereby authorize such court to amend and/or modify this Agreement to the extent necessary to render that provision, and the entire Agreement, valid and enforceable. If any term or condition hereof is held to be unenforceable by a court of competent jurisdiction and the court declines to amend and/or modify the unenforceable provision as provided above, then the unenforceability of that provision shall not affect the enforceability of the remaining provisions hereof which shall remain in full force and effect and shall be enforceable as if the offending provision had not been included in this Agreement.

(h) Remedies. Except as otherwise expressly set forth in this Agreement, a party's remedies set forth herein are not exclusive and are in addition to any and all other remedies available at law or in equity, none of which shall be deemed as waived by virtue of a party's exercise of any other remedy. You hereby agree that Dominion's rights hereunder and under any applicable Product Agreement or Policy may be enforced by Dominion and/or its affiliates that provide the Services.

(i) Entire Agreement. This Agreement, together with all applicable Product Agreements and Policies, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings with respect thereto. The provisions of this Section 16 shall survive any termination or expiration of this Agreement or your use of the Services

(j) Contact Information. If you have any questions about this Agreement, please contact Dominion by email or regular mail at the following address:

Dominion Domains, LLC
3419 Virginia Beach Blvd, #961
Virginia Beach, VA 23452
USA
legal@dominion.domains

BY EXECUTING AND/OR SUBMITTING THE ORDER FORM, THE PARTIES INTEND TO BE BOUND BY THIS AGREEMENT AND CONSENT TO THE USE OF THE

SIGNATURES TO THE ORDER FORM (INCLUDING ANY DIGITAL SIGNATURES) AS
PROOF THEREOF.

[END OF UNIVERSAL TERMS OF SERVICE AGREEMENT - UPDATED JANUARY 2022]