

# Registration Agreement

## Botero Solutions S.A. Registration Agreement

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of domain name registration and related services ("Services"). In this Agreement "you" and "your" refer to you or any agent, employee, servant or person authorized to act on your behalf, and the registrant listed in the WHOIS contact information for the domain name. "We", "us" and "our" refer to Botero Solutions S.A., as well as its subsidiaries and sister companies ("Botero"). This Agreement explains our obligations to you, and explains your obligations to us for various services offered by Botero. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional Botero service(s) or products or to cancel your Botero service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions.

### 1. You agree to this agreement and the referenced agreements

By using the service(s) provided by Botero 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 Botero, the Uniform Dispute Resolution Policy ("UDRP") described below, and the rules, policies, or agreements published in association with specific of the Service(s) and/or which may be enforced by Internet Corporation of Assigned Names and Numbers ("ICANN"), the registries, and governments.

### 2. Changes to agreement

This Agreement will change over time in response to changes in the requirements of governments and administrative bodies, legislation and changes in the nature of industry. If, as a result of such a change to this Agreement, you no longer agree with its term, you agree that your exclusive remedy is to transfer your domain name registration services to another registrar or request Botero to cancel your domain name registration and/or related Services. Should you elect to cancel the Agreement with Botero, you will not receive a refund for any fees you may have paid to Botero. If you continue to use the Services following a change in this Agreement and/or the Services, your continued use of the Services indicates your consent to the changes. Any such revision or change will be binding and effective within 30 calendar days of the date on which the revised Agreement or change to the terms of the Service(s) is posted to the website of Botero or

15 calendar days after notification of the change in terms is sent to the e-mail address provided by you in association with your domain name registration. You agree to review this Agreement periodically to make yourself aware of any such revisions.

### 3. Term

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through Botero or as long as you are employing any Service(s). You agree that you will not transfer any domain name registered through Botero to another domain name registrar during the first sixty (60) calendar days from its initial registration date.

### 4. Service(s) provided at will and termination of service(s)

We may reject your domain name registration application or elect to discontinue providing Service(s) to you for any reason within 30 days of a Service initiation or a Service renewal. Outside of this period, we may terminate or suspend the Service(s) at any time for cause, which, without limitation, includes registration of prohibited domain name(s), abuse of the Services, payment irregularities, material allegations of illegal conduct, or if your use of the Services involves us in a violation of any Internet Service Provider's ("ISP's") acceptable use policies, including the transmission of unsolicited bulk email in violation of the law. You agree that if we terminate or suspend the Services provided to you under this Agreement, that we may then, at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously providing to you and that any reference in this Agreement to termination or suspension of the Services to you includes this option. If we have grounds to terminate or suspend Service(s) with respect to one domain name or in relation to other Service(s) provided through your account, we may terminate or suspend all Service(s) provided through your account, including Service(s) to other domain names maintained by you with us. No fee refund will be made when there is a suspension or termination of Service(s) for cause. At any time and for any reason, we may terminate the Services thirty (30) days after we send notice of termination via mail or email, at our option, to the WHOIS contact information provided in association with your domain name registration. Following notice of termination other than for cause, you must transfer your domain name or risk that we may delete your domain name or suspend or modify Services to it. If we terminate Services for a reason other than

cause, we will attempt to refund your fees. 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 or registry administrator procedures approved by an ICANN-adopted policy, to correct mistakes by us, another registrar or the registry administrator in administering the domain name or for the resolution of disputes concerning the domain name. You agree that your failure to comply completely with the terms and conditions of this agreement and any Botero rule or policy may be considered by Botero to be a material breach of this agreement and that Botero may provide you with notice of such breach either in writing or electronically (i.e. email). In the event you do not provide Botero with material evidence that you have not breached your obligations to Botero within ten (10) business days, Botero may terminate its relationship with you and take any remedial action available to Botero under the applicable laws. Such remedial action may be implemented without notice to you and may include, but is not limited to, canceling the registration of any of your domain names and discontinuing any services provided by Botero to you.

## 5. Our Services

- **Domain name registration.** We are an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names ("TLDs") (such as .com, .net, .org, etc.). ICANN oversees registrations and other aspects of the TLDs. Domain name registrations are not effective until the registry administrator puts them into effect. Domain name registrations are only for limited terms, terms which end on the expiration date. For domain names which are created as a new registration out of the available namespace, the term begins on the date the domain name registration is acknowledged by the applicable registry; for domain names registrations which were not returned to the available namespace, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry. You agree that we are 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 a request to register, renew, modify the settings for, or transfer of a domain name registration (our limitation of liability is explained further, below). You further agree that domain name registration is a service, that domain name registrations do not exist independently from services provided pursuant to this or a similar registration

agreement with a registrar, and that domain name registration services do not create a property interest.

## 6. Agreement not to use "services" for improper purpose

You agree not to use the Services provided by Botero, or to allow or enable others, to use the services provided by Botero for the purposes of: 1) the transmission of unsolicited email in violation of the law; or 2) repetitive, high volume inquiries into any of the services provided by Botero (i.e. domain name availability, etc.). Further, if you are hosting your domain's domain name servers ("DNS") on Botero's servers, or are using our systems to forward a domain, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with Botero, you are responsible for ensuring that there is no excessive overloading of Botero's DNS systems. You may not use Botero's servers and your domain as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that Botero reserves the right to deactivate your domain name from its DNS system if Botero deems it is the recipient of activities caused by your site that threaten the stability of its network.

You agree that Botero, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. Botero also may in its sole discretion and without liability to you delete the registration of any domain name during the first five (5) days after registration has taken place.

## 7. Your obligations to ensure entitlement to use domain name

Without limitation, the following are not included in the Services: We cannot and do not check to see whether the domain name(s) you select, or the use you make of the domain name(s), or other of the Service(s), infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use infringes legal rights of others. We might be ordered by a court to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other

communications to you. We will comply with court orders unless you contact us to contest the order.

## 8. Threatened legal action(s)

If we are sued or threatened with a lawsuit, an administrative proceeding or any other legal or administrative proceeding in connection with Service(s) provided to you, we may turn to you to indemnify us and to hold us harmless from the claims and expenses (including attorney's fees and court costs). Under such circumstances, you agree that you will, upon demand, obtain a performance bond with a reputable bonding company or, if you are unable to obtain a performance bond, that you will deposit money with us to pay for our reasonably anticipated expenses in relation to the matter for the coming year. Such deposit will be drawn down as expenses are incurred, with all account notices sent to the WHOIS contact information provided in association with your domain names and/or account. We shall not be obliged to extend you any credit in relation to such expenses and we may terminate the Services for a failure to make or renew such a deposit. We will return any unused deposit upon the later of three (3) months from deposit or the conclusion of the matter.

## 9. Dispute resolution policy

You agree to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), a copy of which is available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm> and <http://www.icann.org/dndr/udrp/policy.htm>. You agree that the UDRP may be changed by ICANN (or ICANN's successor) at any time and that such a change will be binding upon you. 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 UDRP 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 us harmless pursuant to the terms and conditions of the UDRP. You also understand that it is important for you to regularly monitor email sent to the email address associated with your account and domain names because, among other reasons, if a dispute arises regarding Services provided to you, you may lose your rights to receive the Services if you do not respond expeditiously to an email sent in conjunction therewith.

## 10. Fees and payments

As consideration for the Service(s), renewal of the Service(s), and, if you select it, automatic renewal of the Service(s), you agree to pay, prior to the effectiveness of the desired Service(s), the applicable Service(s) fees. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term, unless this specifically provides for a refund. You may pay for Services by providing a valid credit or debit card, an electronic check (from your personal or business checking account, as appropriate), PayPal, Bitcoin, Dwolla, or any other payment method then accepted by Botero (each, a "Payment Method"); provided, however, that we may at our option require that you pay fees through a particular payment means (such as by credit card or by wire transfer) or that you change from one payment provider to another. Botero expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online on the Botero website and effective immediately without need for further notice to you. If you have purchased the Service(s) for a period of months or years, changes or modifications in prices and fees shall be effective when the Service(s) in question come up for renewal as further described below.

## 11. Payment

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 Service(s), you agree that we may suspend access to any and all accounts you have with us and/or your Primary Service Provider and that all rights to and interest in and use of any domain name registration(s) services, website hosting, and/or email services, including all data hosted on our systems shall be assumed by us in satisfaction of any indebtedness by you to us. We will reinstate your rights to and control over these Services solely at our discretion, and subject to our receipt of the unpaid fee(s) and our reinstatement fee, currently set at \$200 (US Dollars).

## 12. Expiration and renewal of service(s) and notifications of expiration

You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. However, ICANN requires, pursuant to its Expired Registration Recovery Policy ("ERRP") that Botero follow certain procedures to notify you in advance that renewal fees are due. Pursuant to the ERRP, Botero will notify the registered name

holder of the expiring domain name twice before the expiration date, once approximately one month before the subject domain's expiration date and again approximately one week before the subject domain's expiration date. Botero's renewal reminder will consist of an email message sent to the registered domain holder's email address as it is listed in the expiring domain's whois record. Further, Botero reserves the option, but not the obligation, to send additional renewal reminder notices to any other email addresses associated with the expiring domain, including, but not limited to, the email address of the expiring domain's account holder or the billing contact of the expiring domain's whois record. Botero also reserves the option, but not the obligation, to send additional renewal reminders at times other than the times required by the ERRP.

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 allow or require from time to time. If you select automatic renewal of the Service(s), we may attempt to renew the Service(s) a reasonable time before expiration, provided you have sufficient balance in your Botero account and up to date. You acknowledge and agree that, while we are not required to, we may contact you with a request to update your account information in the event that an attempted transaction is not processed successfully.

You acknowledge that it is your responsibility to keep your billing information up to date. You acknowledge and understand that, as part of its management of user registrations, Botero sends out periodic notices to registrants apprising them of payment deadlines, pending expiration deadlines and other important information affecting your account and, specifically, registration of domain names.

Specifically, any notifications regarding domain registrations, including but not limited to notifications consisting of pre-expiration and post-expiration notifications concerning your registered domains will be sent to you pursuant to ICANN's policies, including, but not limited to, the ERRP. Where appropriate, Botero will send such notices to the e-mail address of the subject domain's registered domain holder, the e-mail address you provided as your contact information in connection with your account associated with the subject domain, and/or any other email address that Botero determines, in its sole discretion, to be sufficiently related to the subject domain to warrant notice.

You therefore acknowledge and agree that it is your responsibility to provide and maintain accurate account information and domain name whois information, as more fully addressed in Paragraph 13 below, so that Botero may provide you with important notices regarding your account.

### **13. Accurate account contact information and domain name whois information**

As further consideration for the Service(s), you agree to provide certain current, complete and accurate information about you, both with respect to your account information and with respect to the WHOIS information for your domain name(s). You agree to maintain and update this information as needed to keep it current, complete and accurate. With respect to you, the administrative, technical, and billing contacts for your domain name registration(s) and other Service(s), you must submit the following: name, postal address, e-mail address, voice telephone number, and, if available, fax number. You agree that the type of information you are required to provide may change and you understand that, if you do not provide the newly required information, your registration or and/or other Service(s) may be suspended or terminated or may not be renewed. In the event the lack of accurate/current contact information results in the loss, cancellation or transfer of the domain name(s) associated with your account, you agree that you shall not hold Botero liable for any such loss or any damages associated with the loss. Not providing requested information may prevent you from obtaining all Service(s). You may provide information regarding the name-servers assigned to your domain name(s) and, if we are providing name-server services to you, the DNS settings for the domain name.

You agree to notify Botero within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide Botero with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by Botero to determine the validity of information provided by you, shall also be considered to be a material breach of this agreement. You agree to retain a copy for your record of the receipt for purchase of your domain name or Services.

You acknowledge and agree that domain name registration requires that this contact information, in whole or in part, be shared with the registry operator. As required by ICANN, this information must also be made publicly available by means of Whois, and that the registry operator may also be required to make this information publicly available by Whois. Both Botero and the registry operator may be required to archive this information with a third party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure.

#### **14. Obligations and representations relating to the account and whois contact information**

In the event that, in registering a domain name or obtaining other Service(s), you provide information about or on behalf of a third party, you 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 the third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. Further, when registering a domain name on behalf of a third party, you agree to inform any customer of yours, who may be acquiring a domain name through you using Botero's registration services, that they are in fact registering their domain name through Botero and that Botero or its provider is an accredited registrar with ICANN. You agree not to represent that you are an ICANN accredited registrar or that you are in any way providing superior access to the ICANN Domain Name Registry. You also agree not to use the ICANN trademark logo in any of your promotional materials including your web site. By registering a domain name or applying for other Service(s) you also represent that the statements in your application are true and you also represent that the domain name is not being registered or the Services being procured for any unlawful purpose. You acknowledge that providing inaccurate information or failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for suspension or termination of Services to you. As indicated elsewhere in this Agreement, you understand that it is important for you to regularly monitor email sent to the email address associated with your account and WHOIS contact information because, among other reasons, if a dispute arises regarding a domain name(s) or other Service(s), you may lose your rights to the domain

name(s) or your right to receive the Service(s) if you do not respond appropriately to an email sent in conjunction therewith.

## 15. Account Security

Please safeguard your account access credentials (including but not limited to your customer username/login, support pin code, password) from any unauthorized use. You agree that any person in possession of your account login identifier and password will have the ability and your authorization to modify your account and domain name information. We will take reasonable precautions to protect the information we obtain from you from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information and that such reasonable precautions include procedures for releasing account access information to parties who claim to have lost account access information. You agree that, if we take reasonable precautions in relation thereto, that IN NO EVENT SHALL WE BE LIABLE IF SUCH REASONABLE PRECAUTIONS DO NOT PREVENT THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD AND THAT, EVEN IF WE FAIL TO TAKE REASONABLE PRECAUTIONS, THAT OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED BY THE LIMITATION OF LIABILITY PROVISION FOUND BELOW IN THIS AGREEMENT. If you contact us alleging that a third party has unauthorized access to your account or domain names, you agree that we may charge you administrative fees of \$50 (US dollars) per hour for our time spent in relation to the matter, regardless of whether or not we return control over the account and/or domain names to you.

## 16. Transfers of domain names

You agree that transfer of your domain name(s) services shall be governed by ICANN's transfer policy, available at <http://www.icann.org/transfers/>, as this policy may be modified from time to time. You agree that we may place a "Registrar Lock" on your domain name services and that this will prevent your domain name services from being transferred without your authorization, though we are not required to do so. By allowing your domain name services to remain locked, you provide express objection to any and all transfer requests until the lock is removed. To transfer your domain name(s) you should first login to your account to lock or unlock your domain name(s) and/or to obtain the EPP "AuthCode" which is required to transfer domain services in an EPP registry (such as .org). Only the registrant and the administrative contacts listed in the WHOIS

information may approve or deny a transfer request. Without limitation, domain name services may not be transferred within 60 calendar days of initial registration, within 60 calendar days of a transfer, if there is a dispute regarding the identity of the domain name registrant, if you are bankrupt, or if you fail to pay fees when due. Transfer requests typically take five business days to be processed. A transfer will not be processed if, during this time, the domain name registration services expire in which event you may need to reinstate the transfer request. You may be required to resubmit a transfer request if there is a communication failure. AS A CONSEQUENCE, YOU ACKNOWLEDGE THAT YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER IF THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.

## 17. Privacy Policy

You agree and consent that we will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of your domain name registration services 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 such information. Additionally, you acknowledge that ICANN may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at <http://www.icann.org/registrars/wmrp.htm>, <http://www.icann.org/registrars/wdrp.htm>, and elsewhere on the ICANN website at <http://www.icann.org/index.html>. You agree that we may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One of the ways that we may make some or all of the information you provide available to the public or third parties is by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with us. We reserve the right to discontinue providing bulk WHOIS data access to third parties. You agree that, to the extent permitted by ICANN policies and regulations, Botero may

make use of the publicly available information you provided during the registration process. If you engage in the reselling of domain names you agree to provide any individuals whose personal information you've obtained, information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those individuals for such use of the personal information they provide.

## 18. Ownership of information and data

You agree and acknowledge that we own all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) 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. We do not have any ownership interest in your specific personal registration information outside of our rights in our domain name database.

## 19. Agents

You explicitly authorize us to act as your “Designated Agent” (as defined in ICANN’s [transfer policy](#)) to approve each “Change of Registrant” (as defined in ICANN’s [transfer policy](#)) on your behalf. For clarity, this agency status is limited to this particular policy.

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. 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 and accurate contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration and for ensuring non-infringement of any third party intellectual property rights or other rights.

## 20. Trademark or copyright claims

Botero is a service provider and respects the copyrights, trademarks and other intellectual property rights of others. To the extent Botero receives a proper notice of infringement of copyright, trademark or other intellectual property, Botero reserves the right to access, preserve and disclose to third parties any of Your information or data (including personally identifiable information and private communications) related to a written complaint of infringement if Botero believes in its sole discretion that such access, preservation, or disclosure is necessary or useful to respond to or otherwise address such complaint.

Botero expressly reserves the right to terminate in appropriate circumstances an account or the access rights of a subscriber for repeated copyright infringement. Botero also reserve the right to terminate an account or subscriber for even one instance of infringement.

Proper notice of infringement shall include the following information in writing to Botero's designated agent:

- the electronic or physical signature of the rights holder or the person authorized to act on behalf of that person;
- identification of the work that has been infringed;
- an identification of the material that is claimed to be infringing, and information reasonably sufficient to permit Botero to locate the material (for example, by providing a URL to the material); or, if applicable, identification of the reference or link to material or activity claimed to be infringing, and information reasonably sufficient to permit Botero to locate that reference or link;
- Your name, address, telephone number, and email address;

- a statement by You that You have a good faith belief that the disputed use is not authorized by the rights holder, its agent, or the law; and
- a statement that the information in Your notification is accurate and a statement, made under penalty of perjury, that You are the rights holder or are authorized to act on the behalf of the rights holder.

Botero's designated agent to receive notification of claimed infringement can be reached at

Botero Solutions S.A.,  
1ra Calle, 2da Avenida Noroeste  
edificio Pado del Sol  
segundo nivel, #8-A  
San Pedro Sula, Honduras  
telefono (52) 356236  
fax (312) 9401882  
Boterosolutions@yahoo.com

## 21. Use of free services

In consideration for providing additional optional Services for which we do not charge an additional fee, including, but not limited to, URL forwarding, email forwarding, free parking page, free website hosting, free email services, or other services which we 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, we may display advertising in conjunction therewith through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to emails, or other similar advertising means, and that we may aggregate related usage data by means of cookies and other similar means. You agree that from time to time we may provide you with free or low-cost domain name(s) services ("Promotional Name(s)"). If we do so, the services for the Promotional Name(s) will be placed in the same account as your other domain name(s) and you will be listed as the registrant, though we may point the Promotional Name to IP address(es) of our choosing. If you want to assume control over the services provided to the Promotional Name, including the right to transfer or push the Promotional Name service to other registrars or other accounts or the ability to control the DNS settings for the Promotional Name, you must pay the promotional registration fee or renewal fee, if any, and agree to the terms of this Agreement with respect to such Promotional Name(s). If you do not want the Promotional Name services, you may request that you be removed as the registrant of such Promotional Names and we will be listed as the domain name registrant. Alternatively, you may contact us or your

Primary Service Provider to request that we delete the Promotional Name from the namespace. For any domain name services, including these Promotional Names, for which you are listed as registrant but for which you do not pay the registration or renewal fee, you agree that we may assign name-servers to the domain name and point the domain name to IP address(es) designated by us until the registration or renewal fee is paid.

## 22. After expiration of the term of a domain name registration

Immediately after the expiration of the term of domain name registration services and before deletion of the domain name in the applicable registry's database, you acknowledge that we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and you acknowledge that we may either leave your WHOIS information intact or that we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name.

Reactivation Period Process. For a period of approximately 27 days after expiration of the term of domain name registration services, you acknowledge that we may provide a procedure by which expired domain name registration services may be renewed. You acknowledge and agree that we may, but are not obligated to, offer this process, called the "reactivation period." You acknowledge that you assume all risks and all consequences if you wait until close to or after the expiration of the original term of domain name registration services to attempt to renew the domain name registration services. You acknowledge that we, for any reason and in our sole discretion, may choose not to offer a reactivation period and that we shall not be liable therefore. You acknowledge that reactivation period renewal processes, if any, may involve additional fees which we and your Primary Service Provider may determine. You acknowledge and agree that we may make expired domain name services(s) available to third parties, that we may auction off the rights to expired domain name services (the auction beginning close to the end or after the end of the reactivation period), and/or that expired domain name registration services may be re-registered to any party at any time.

After the reactivation period, you agree that we may either (i) discontinue the domain name registration services at any time thereafter, (ii) that we may pay the registry's registration fee or otherwise provide for the registration services to be continued, or, (iii) if we auctioned the domain name services to a third party, that we may transfer the domain name registration services to such third party.

In the case of (i), above, you acknowledge that certain registry administrators may provide procedures by which discontinued domain name registration services may nonetheless be renewed. You acknowledge and agree that we may, but are not obligated to, participate in this process, typically called the "Redemption Grace Period" ("RGP"). You acknowledge that we, for any reason and in our sole discretion, may choose not to participate in the RGP process with respect to any or all of your domain name registration services and that we shall not be liable therefore. If available, RGP typically ends between 30 and 42 days after the end of the reactivation period of the domain name services, as the reactivation period applied to you. The typical RGP fee is \$88.88 plus any registration fees, however you also acknowledge that the redemption fees are higher for certain TLDs and that you will be required to pay such higher fee if your domain is one of the listed TLDs. You agree that we are not obliged to contact you to alert you that the domain name registration services are being discontinued.

In the case of (ii), above, you acknowledge that we may then set the name-servers and the DNS settings for the domain name services, that we set the DNS to point to no IP address or to IP address(es) which host parking page(s) or a commercial search engine that may display paid advertisements, and you acknowledge that we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name. You acknowledge that we do not have to pay you any of the proceeds, if any, we may earn as a result. You agree that we are not obliged to contact you to alert you that the domain name registration services are being continued. In this case, the domain name will be designated as being in the extended redemption grace period ("ERGP"), and you will be allowed to assume, during the first 120 days of the then extant registration term, complete management of the domain name services, including the right to control the DNS settings, provided that you pay the RGP fee plus any registration fees. After the end of the 120-day period, if you do not exercise your rights under this provision, you agree that you have abandoned the domain name services, and relinquish all rights and use of the domain name services.

In the case of (iii), above, the third party who won the auction for the domain name services will control the domain name services, including control over the WHOIS information and the DNS settings. You may recover the domain name registration services for a period of up to 40 days after the end of the reactivation period, as such reactivation period applied to you. You agree that we are not obliged to contact you to alert you that the domain name registration services are or were auctioned. You acknowledge that we do not have to pay you any of the proceeds, if any, we may earn as a result of such an auction. To exercise your rights to recover auctioned domain name services, you must contact us and provide us with a certified letter addressed to "Expiration Recovery" and including documents setting forth your identity and address, which identity and address must be the same as that of the registrant as it was listed in the WHOIS information for the domain name services prior to expiration, a copy of a commonly accepted (in the United States) picture ID (such as a drivers license or passport) which supports your identity and address claim, a front and back photocopy of your credit card and you must a statement authorizing payment of the reinstatement fee to such credit card, which is \$200 plus any registration fees. In doing so, you must provide us with sufficient time to allow us to receive and evaluate your documents and to contact the auction winner prior to the end of 30 days after the end of the reactivation period of the domain name services.

## **23. LIMITATION OF LIABILITY**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION, DOMAIN NAME REGISTRATION SERVICES, (2) USE OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION DOMAIN NAME REGISTRATION SERVICES, (3) INTERRUPTION OF OUR SERVICES OR INTERRUPTION OF YOUR BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR WEB SITE(S) OR SERVICE(S) OR DELAYS OR ACCESS INTERRUPTIONS YOU EXPERIENCE IN RELATION TO A DOMAIN NAME REGISTERED WITH US; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) THE PROCESSING OF AN APPLICATION FOR A DOMAIN NAME REGISTRATION; (8) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (9) APPLICATION OF THE DISPUTE POLICY. YOU ALSO AGREE THAT WE WILL NOT BE LIABLE FOR ANY

INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR AND/OR YOUR PRIMARY SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 24. Indemnity and defense

With respect to ICANN, the registry operators, and Botero, as well as the contractors, agents, employees, officers, directors, shareholders, and affiliates of such parties, you agree to defend, release, indemnify, and hold such parties 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 Service(s) provided hereunder, or your use of the Service(s), including, without limitation, infringement by you, or by anyone else using the Service(s) we provide to you, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policies relating to the Service(s) provided. When we may be involved in a suit involving a third party and which is related to our Service(s) to you under this Agreement, we may seek written assurances from you in which you promise to defend, indemnify and hold us harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in our sole discretion, result in loss of your right to control the disposition of domain name services for which you are the registrant and in relation to which we are the registrar of record. Moreover, should we be forced to defend ourselves in any action or legal proceeding in connection with any Service(s) provided to you, you shall have sole responsibility to defend us against any such claim by the legal counsel of our choosing. This indemnification is in addition to any indemnification required under the UDRP. The terms of this paragraph will survive any termination or cancellation of this Agreement.

## 25. Indemnification of registry operators

You further agree to indemnify, defend and hold harmless all applicable registry administrator(s) (including Verisign Inc., Neulevel, Inc., Public Interest Registry, Afiliast Limited, and other registry operators listed at <http://www.icann.org/registries/listing.html>) and all such parties' 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, the domain name registration services you are obtaining from us.

## 26. REPRESENTATIONS AND WARRANTIES

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF A DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED NOR THE USE OF OTHER OF THE SERVICE(S) INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR PROCUREMENT OF THE SERVICE(S) IS ACCURATE. ALL SERVICE(S) ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS. EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS ICANN-APPROVED DOMAIN NAME REGISTRAR, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE(S), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR E-MAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND 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 OUR E-MAIL SERVICE(S) OR ANY TRANSACTIONS ENTERED INTO THROUGH OUR E-MAIL SERVICE(S). NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US 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.

## **27. Additional reservation of rights**

Botero expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any account or any Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by Botero in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Botero 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 our fraud and abuse detection and prevention efforts; (iv) to comply with applicable local, state, national and international laws, rules and regulations; (v) to comply with requests of law enforcement, including 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, or (viii) to avoid any civil or criminal liability on the part of Botero, its officers, directors, employees and agents, as well as Botero's affiliates.

## **28. Governing law and jurisdiction for disputes**

Except as otherwise set forth in the UDRP or any similar ccTLD policy with respect to any dispute over a domain name registration this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of Honduras. You agree that any action brought by you to enforce this Agreement or any matter brought by you and which is against or involves us and which relates to your use of the Services, including but not limited to any appeal of an UDRP Ruling, shall be brought exclusively in the Honduran courts. You consent to the personal and subject matter jurisdiction of a Honduran court. You agree that service of process on you by us in relation to any dispute arising under this Agreement may be served upon you by first

class mail to the address listed by you in your account and/or domain name WHOIS information or by electronically transmitting a true copy of the papers to the email address listed by you in your account and/or domain name WHOIS information.

Notwithstanding the foregoing, for the adjudication of third party disputes (i.e., disputes between you and another party, not us) concerning or arising from use of domain names registered hereunder, you shall submit without objection, without prejudice to other potentially applicable jurisdictions, to the subject matter and personal jurisdiction of the courts (i) of the domicile of the registrant as it appears in the public WHOIS record for the domain name(s) in controversy, and (ii) where we are located, currently those State or federal courts whose geographic districts include Honduran.

YOU AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING THAT TAKES PACE RELATING TO OR ARISING OUT OF THIS AGREEMENT.

## **29. Notices**

You agree that any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the account and/or domain name WHOIS information you have provided.

## **30. Legal Age**

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

## **31. Final Agreement**

This Agreement, the referenced agreements, the ICANN Policy and the UDRP, together with all modifications, constitute the complete and exclusive agreement between you and us, and supersede and govern all prior proposals, agreements, or other communications, subject to the terms set out in Section 2 above. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of us.

## **32. No Agency Relationship**

With the exception of the Designated Agency described in Section 19 above, Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties hereto. Each party shall ensure that

the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

### **33. Waiver**

The failure of us 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 us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

### **34. Enforceability**

In the event that any provision of this Agreement 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 Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

### **35. Assignment and Resale**

Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the Services (or portion thereof) without Botero's prior express written consent.

### **36. Force Majeure**

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over Botero, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the

reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Botero may immediately terminate this Agreement.

## **37. Headings**

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.