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- ▶ E-commerce
- ▶ Website development

## Domain Registration Agreement

IF YOU ACCEPT THIS AGREEMENT WITHOUT READING IT IN ITS ENTIRETY YOU ARE STILL BOUND BY THIS AGREEMENT IN ITS ENTIRETY

### 1. AGREEMENT.

In this Registration Agreement ("Agreement") YOU, YOUR and YOURSELF refer to each customer, WE, US and OUR refer to Web Candy Design Inc. and "Services" refers to the domain name registration services provided by US as offered through Web Candy Design Inc.

### 2. SELECTION OF A DOMAIN NAME.

YOU represent that, to the best of the YOUR knowledge and belief, neither the registration of a second level domain (SLD) name nor the manner in which it is used infringes the legal rights of a third party, and that the Domain Name is not being registered for any unlawful purpose.

### 3. FEES.

As consideration for the Services YOU have selected, YOU agree to pay to US applicable service fees. All fees payable hereunder are non-refundable. As further consideration for the Services, YOU agree to: (1) provide certain current, complete and accurate information about YOU as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information is referred to as "Account Information". By completing and submitting this Agreement, YOU represent that the statements in YOUR Account Information are true.

### 4. TERM.

YOU agree that this Agreement will remain in force during the length of the term of YOUR Domain Name Registration as selected, recorded and paid for upon registration of the domain name. If YOU renew or otherwise lengthen the term of YOUR Domain Name Registration, the term of this Registration Agreement will be extended accordingly. If YOU transfer YOUR domain name or the domain name is otherwise transferred to or is in the name of another Registrar, the terms and conditions of this Agreement will cease and be replaced by the terms of the new Registrar. No fees are refundable on termination.

### 5. MODIFICATIONS TO AGREEMENT.

YOU agree, during the period of this Agreement, that WE may: (1) revise the terms and conditions of this Agreement; and (2) change the Service provided under this Agreement. Any revisions or changes will be binding and effective immediately on posting of the revisions or changes at OUR Web site [www.netfirms.com](http://www.netfirms.com), or on notification to YOU by e-mail or regular mail as per the Notices section of this agreement. YOU agree to review OUR Web site, including



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the Agreement as posted thereon, periodically, to inform YOURSELF of any such revisions. If YOU do not agree with any revision to the Agreement, YOU may terminate this Agreement within 2 (two) calendar weeks thereafter by providing US with notice by e-mail or regular mail as per the Notices section of this agreement. Notice of YOUR termination will be effective on receipt and processing by US. YOU agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), YOU will abide by any such revisions or changes. YOU further agree to abide by any dispute resolution policy as promulgated from time-to-time by any relevant and applicable top-level domain name registry or Registrar connected to YOUR domain name.

**6. MODIFICATIONS TO YOUR ACCOUNT.**

In order to change any of YOUR Account Information with US, YOU must use YOUR Account Identifier and Password that YOU selected when YOU opened YOUR account with US. It is YOUR responsibility to safeguard YOUR Account Identifier and Password from unauthorized use. In no event are WE liable for unauthorized use of YOUR Account Identifier or Password.

**7. DOMAIN NAME DISPUTE POLICY.**

If YOU reserved or registered a domain name through US, or transferred a domain name to US from another registrar, YOU agree to be bound by applicable Dispute Policies, as promulgated by the relevant top-level domain (TLD) name Registries, such Policies being incorporated by reference herein. It is YOUR responsibility to become familiar with and abide by the relevant TLD Registry policies. In the case of TLDs administered by ICANN, you specifically agree to be bound by the dispute policies at <http://www.icann.org/udrp/>. In the case of TLDs administered by CIRA, you specifically agree to be bound by the dispute policies at [http://www.cira.ca/en/cat\\_Registrar.html](http://www.cira.ca/en/cat_Registrar.html).

**8. DOMAIN NAME DISPUTES.**

YOU agree that, if the registration or reservation of YOUR domain name is challenged by a third party, YOU will be subject to the provisions specified in the applicable Dispute Policy in effect at the time of the dispute. YOU agree that in the event a domain name dispute arises with any third party, YOU will indemnify and hold US harmless in any event. If Web Candy is notified that a complaint has been filed with a judicial or administrative body regarding YOUR domain name, Web Candy may in its sole discretion, suspend YOUR ability to use YOUR domain name or to make modifications to YOUR registration records until either Web Candy (i) is directed to do so by the judicial or administrative body, or (ii) receives notification by YOU and the other party contesting YOUR domain that the dispute has been settled. If YOU are subject to litigation regarding YOUR registration or use of YOUR domain name, Web Candy may deposit control of YOUR registration record into the relevant TLD registry or judicial body by supplying a third party with a registrar certificate from Web Candy. For any dispute, YOU irrevocably agree to submit to the jurisdiction of the courts of The Province of Alberta.



**Web Candy Design Inc.**

638-16th Avenue NW, Calgary, Alberta, Canada, T2M 0J7

Tel: (403) 457-3499 | Toll Free: 1-888-595-9932 | Fax: (403) 457-5014

Email: [info@webcandy.ca](mailto:info@webcandy.ca)

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**9. RENEWAL.**

YOU agree that WE will, on your behalf, take all required steps to automatically renew YOUR domain name registration on a yearly basis, and that YOU will be solely responsible for all costs in so doing. YOU undertake to indemnify Web Candy for any expenses it incurs in such renewals. YOU further designate Web Candy to act on your behalf and as your domain name temporary administrative contact when required, and agree that WE may take all steps necessary to ensure both renewal and transfer of the subject domain name to Web Candy as the registrar of record.

**10. FURTHER AGREEMENTS.**

In the case of all domain names regardless of name extension, YOU further agree to be bound by the terms of registration as promulgated by the relevant TLD Registry and other relevant registrars if applicable, from time to time, these terms being continually incorporated herein by reference.

**11. AGENCY.**

Regardless of whether YOU intend to license use of a domain name to a third party YOU are nonetheless the domain name holder of record and are therefore responsible for providing YOUR own full contact information, and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with YOUR domain name. YOU accept all liability for harm caused by wrongful use of the domain name by YOUR licensee unless YOU promptly disclose the identity of the licensee to a party providing YOU with reasonable evidence of actionable harm. YOU also represent that YOU have provided notice of the terms and conditions in this Agreement to YOUR licensee, and that YOUR licensee agrees to all the terms herein.

**12. ANNOUNCEMENTS.**

WE reserve the right to distribute information to YOU that is pertinent to the quality or operation of OUR services and those of OUR service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance YOUR identity on the Internet. YOU agree that such information is prima facie communication solicited by YOU, by virtue of YOUR acceptance of this agreement.

**13. LIMITATION OF LIABILITY.**

YOU agree that OUR entire liability, and YOUR exclusive remedy, with respect to any



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

#### **14. INDEMNITY.**

YOU agree to release, indemnify, and hold US, OUR contractors including any relevant TLD registry, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or YOUR use of the Services, including without limitation infringement by YOU, or someone else using the Service with YOUR computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of OUR operating rules or policy relating to the service(s) provided. YOU also agree to release, indemnify and hold US harmless pursuant to the terms and conditions contained in any applicable Dispute Policy. If WE are threatened with such a claim by a third party, WE may seek written assurances from YOU concerning YOUR promise to indemnify US; YOUR failure to provide those assurances will be deemed a breach of this Agreement and may result in deactivation of YOUR domain name.

#### **15. TRANSFER OF OWNERSHIP.**

The person named as administrative contact at the time the controlling user name and password are secured is the owner of the domain name. YOU agree that prior to transferring ownership of YOUR domain name to another person (transferee) YOU will require the transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. YOUR domain name will not be transferred until WE receive such written assurance or other reasonable assurance that the transferee has been bound by the contractual terms of this Agreement (such reasonable assurance



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as determined by US in OUR sole discretion) along with the applicable transfer fee. If the transferee fails to be bound in a reasonable fashion (as determine by US in OUR sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

**16. BREACH.**

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

**17. NO GUARANTY.**

YOU agree that, by registration or reservation of YOUR chosen domain name, such registration or reservation does not confer immunity from objection to the registration, reservation, or use of the domain name.

**18. DISCLAIMER OF WARRANTIES.**

YOU agree that YOUR use of OUR Services is solely at YOUR own risk. YOU agree that such Service(s) is provided on an "as is," "as available" basis. WE expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. WE make no warranty that the Services will meet YOUR requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do WE make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. YOU understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at YOUR own discretion and risk and that YOU will be solely responsible for any damage to YOUR computer system or loss of data that results from the download of such material and/or data. WE make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by YOU from US or through the Service creates any warranty not expressly made herein.

**19. INFORMATION.**

As part of the registration process, YOU are required to provide US certain information and to update US promptly as such information changes such that OUR records are current, complete and accurate. YOU are obliged to provide US the following information:



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i) YOUR name and postal address (or, if different, that of the domain name holder); ii) The domain name being registered iii) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name. iv) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name. Any other information that WE request from YOU at registration is voluntary, and is collected so WE can continue to improve the products and services offered to YOU.

**20. DISCLOSURE AND USE OF REGISTRATION INFORMATION.**

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

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

YOU may access YOUR domain name registration information in OUR possession to review, modify or update such information, by accessing OUR domain control panel, or similar service, made available by US.

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

WE will take reasonable precautions to protect the information WE obtain from YOU from OUR loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

**21. REVOCATION.**

YOUR wilful provision of inaccurate or unreliable information, failure to promptly update information provided to US, or to respond for over fifteen calendar days to inquiries by US concerning the accuracy of contact details associated with the YOUR registration shall be a material breach of this Agreement and a basis for cancellation of YOUR domain name



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registration.

## 22. RIGHT OF REFUSAL.

WE, in OUR sole discretion, reserve the right to refuse to register or reserve YOUR chosen domain name or register YOU for other Services within 30 (thirty) calendar days from receipt of YOUR payment for such services. In the event WE do not register or reserve YOUR domain name or register YOU for other Services, or WE delete YOUR domain name or other Services within such thirty (30) calendar day period, WE agree to refund YOUR applicable fee(s) paid. YOU agree that WE are not liable to YOU for loss or damages that may result from OUR refusal to register, reserve, or delete YOUR domain name or register YOU for other Services.

## 23. SEVERABILITY.

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

## 24. NON-AGENCY.

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

## 25. NON-WAIVER.

OUR failure to require performance by YOU of any provision hereof does not affect the full right to require such performance at any time thereafter; nor does the waiver by US of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

## 26. NOTICES.

Any notice, direction or other communication given under this Agreement must be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice is deemed given only when the sender has obtained an electronic confirmation of delivery. In the case of e-mail notification to US, e-mail must be sent to support@webcandy.ca or, in the case of notice to YOU, at the e-mail address provided by YOU in YOUR WHOIS record. Any e-mail communication is validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. MST, otherwise it is deemed delivered on the next business day. In the case of regular mail notice, valid notice is deemed valid and effective 5 (five) business days after the date of mailing and, in the case of notification to US shall be sent to: Web Candy Design Inc., Calgary, Alberta, Canada T2M 0J7 and in the case of notification to YOU shall be to the address specified in the "Administrative Contact" in YOUR WHOIS record.



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**27. ENTIRETY.**

YOU agree that this Agreement, the rules and policies published by US, and the applicable Dispute Policy, are the complete and exclusive agreement between YOU and US regarding OUR Services. This Agreement and any applicable Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

**28. GOVERNING LAW.**

This agreement is governed by, interpreted and enforced in accordance with the laws of province of Alberta and the federal laws of Canada without recourse to rules governing choice of laws. Any action relating to this agreement must be brought in Alberta and you irrevocably consent to the jurisdiction of such courts.

**29. INFANCY.**

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

**30. ACCEPTANCE OF AGREEMENT.**

You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the desirability of the service and are not relying on any representation, agreement, guarantee or statement other than as set forth in this agreement.



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