

# **.MP DOMAIN NAME REGISTRATION AND SERVICE AGREEMENT (Version 1.4)**

**(Posted on July 13, 2009)**

This .MP Domain Name Registration and Service Agreement (the "Agreement") is by and between Saipan DataCom, Inc., a Commonwealth of the Northern Mariana Islands corporation ("Saipan DataCom", "we", "us", or "ourselves") and its customer ("You", "you", or "your") and sets forth the terms and conditions governing your registration for and use of the Service as defined herein. It is made effective as of the date of its electronic execution.

As a .MP Domain Name Registrant, you may choose to use your .MP Domain Name as a traditional domain name for which you will be charged or you may choose to use your .MP Domain Name with the CHI.MP Service to host your social networking content and identity information at no charge. This agreement describes your rights and obligations as a .MP Domain Name Registrant.

## **1. DEFINITIONS.**

"Applicant" – you, when you are applying to register a .MP Domain Name.

"CHI.MP Service" – the hosting and related services identified at <<http://get.mp/docs>>.

"CHI.MP Services Addendum" – the terms and conditions for CHI.MP Service as amended by Saipan DataCom from time to time. The current CHI.MP Services Addendum may be found at <<http://get.mp/docs>>.

"Customers" – Owners (as that term is defined in the CHI.MP Services Addendum) of the CHI.MP Service and registrants of .MP domain names who are not also Owners of the CHI.MP Service.

"Customer Personally Identifiable Information" – information that Saipan DataCom collects from you as part of the registration process as well as after registration as you use the Service. See the Saipan DataCom Privacy Statement for details on Saipan DataCom's collection, use, and disclosure of personally identifiable information, available at <<<http://get.mp/docs>>>.

"Domain Name Management Interface" – the Web site that you may use to manage your Service, unless you are also an Owner (as that term is defined in the CHI.MP Services Addendum) of the CHI.MP Service, in which case you will use the Dashboard (defined in the CHI.MP Services Addendum) to manage your Service. The features and functions of the Domain Name Management Interface shall include those applicable to .MP Domain Names registered pursuant to this Agreement, as identified on Saipan DataCom's Web site <<http://get.mp/docs>>.

"Future Stuff" – new features and functions that may be made available by Saipan DataCom to Customers who have registered for the Service.

"HTML" – Hypertext Mark-up Language

"ICANN" – The Internet Corporation For Assigned Names and Numbers

"Initial Term" – the duration or time period of the Service for which you register for the first time.

"Intellectual Property" – any patents, copyrights, trade secrets, know-how, or other rights of a similar nature to the foregoing, now known or later arising, all copies and tangible embodiments of all of the foregoing, in whatever form or medium, and all rights arising thereunder.

".MP Domain Name" – the .mp second-level domain name(s), (e.g., "saipandatacom.mp"), that you wish to or have registered with Saipan DataCom pursuant to this Agreement.

".mp TLD" - the .mp country code top-level domain.

"Public Site" – as defined in the CHI.MP Services Agreement.

"Registrant" – the term used by Saipan DataCom to describe you as the registrant of your .MP Domain Name.

"Registrant Access" – your access to your Domain Name Management Interface, or, if you are a participant in the CHI.MP Service, your access to your Dashboard (as defined in the CHI.MP Services Addendum). Such access may be accomplished by entering <<http://get.mp/domains>> into a Web browser and then entering your login information, or through your CHI.MP Service, if you are a CHI.MP Service Owner (as that term is defined in the CHI.MP Services Addendum).

"Renewal Term" - the additional duration or time period of the Service for which you may register, wherein such Service commences upon the expiration of the Initial Term.

"Service" – the service that you are purchasing from Saipan DataCom pursuant to this Agreement, including, but not limited to, access to your .MP Domain Name, but excluding CHI.MP Service.

"UDRP" –Uniform Domain Name Dispute Resolution Procedure.

"Uniform Dispute Resolution Policy" – Saipan DataCom's policy regarding disputes between you and a third party regarding the registration or use of any .MP Domain Name. The Uniform Dispute Resolution Policy can be found on Saipan DataCom's Web site <<http://get.mp/docs>> and is incorporated by reference into this Agreement.

"URL" – Uniform Resource Locator

"Visitor" – anyone accessing your web site located at the .MP Domain Name other than you.

"Web"- the World Wide Web

"Web Placeholder" – the Web site that shall be displayed to Visitors in the event that you do not redirect traffic to your .MP Domain Name to another Web site or, if you participate in the CHI.MP Service, if you fail to activate your Public Site (as defined in the CHI.MP Service Addendum).

"Web site" – any HTML site viewable on the World Wide Web.

"Your Agents" - your agents or representatives including, but not limited to, your administrative contact, legal counsel, Internet Service Provider, and employees duly authorized to act on your behalf in matters pertaining to this Agreement.

## 2. THE SERVICE.

(a) Saipan DataCom shall provide you with access to and administrative control over a domain name within the .mp TLD at the time you register for use of the Service subject to the terms and conditions of this Agreement. The Initial Term of the Service shall be selected by you from the choices available on Saipan DataCom's Web site at the time you register for such Service. You acknowledge and agree that Saipan DataCom may, from time to time and in its sole discretion, change its pricing, enhance, modify, change or remove features and functions, or otherwise modify or change the Service.

(b) You acknowledge and agree that your registration for use of the Service does not entitle you to any of Saipan DataCom's software, .MP Domain Names or Intellectual Property, and that Saipan DataCom's software, .MP Domain Names and Intellectual Property are not offered for sale at this time.

(c) The Service provided hereunder is separate and distinct from the CHI.MP Service, which is subject to the CHI.MP Services Addendum. Saipan Datacom may permit you to register or renew a .MP Domain Name without payment to Saipan Datacom of the applicable registration fee, provided that (i) you qualify for and agree to the terms and conditions of the CHI.MP Services Addendum, and (ii) your use of .MP Domain Name shall be subject to the terms and conditions of the CHI.MP Services Addendum. If your .MP Domain Name is subject to the CHI.MP Service, any and all Visitors will be directed to your Public Site (as defined in the CHI.MP Service Addendum). You may not register any .MP Domain Names without payment of the applicable registration fee unless you qualify for the CHI.MP Service pursuant to the CHI.MP Services Addendum

## 3. DOMAIN NAME REQUIREMENTS AND RESTRICTIONS.

(a) You acknowledge and agree that (i) only characters in the range A to Z, 0 to 9 and only hyphens (as delimiters) are allowed, no other characters including, but not

limited to, underscores ("\_"), commas (","), ampersands ("&"), equal signs ("=") or periods (".") are allowed, (ii) the maximum allowable length of the character string used in the domain name is sixty three (63) characters exclusive of the ".mp", and that you are only allowed to register second-level domain names such as "service-mark.mp" and that third or higher level domains, such as "service.mark.mp" are not allowed and not offered by Saipan DataCom as part of the Service. In addition, you will not be able to register a domain name that is already reserved.

(b) Good Faith Application: You represent, warrant and certify that you are registering your .MP Domain Name in good faith and that you have not registered or acquired your .MP Domain Name for the purpose of:

(i) selling, renting, or otherwise transferring your .MP Domain Name to the rightful owner of the trademark or service mark from which your .MP Domain Name was derived for valuable consideration in excess of your documented out-of-pocket costs directly related to your .MP Domain Name, or;

(ii) selling your .MP Domain Name to a competitor of the rightful owner of the trademark or service mark, or;

(iii) preventing the rightful owner of the trademark or service mark from reflecting the mark in a corresponding domain name, or;

(iv) disrupting the business of a competitor, or;

(v) using your .MP Domain Name in an intentional attempt to attract, for commercial gain or otherwise, Visitors to your web site, by creating a likelihood of confusion with a trademark or service mark of Saipan DataCom or a third party as to the ownership, source, sponsorship, affiliation, or location of a product or service on your web site.

4. **FEES, PAYMENT AND TERM OF SERVICE.** As consideration for the Service provided to you by Saipan DataCom, you agree to pay Saipan DataCom the Service fees, if applicable, set forth on Saipan DataCom's Web site at the time of your registration for the Service from Saipan DataCom. If applicable, all fees are due immediately and are non-refundable, unless otherwise specified herein. The Initial Term for the Service shall be for the period of time selected by you from the choices available on Saipan DataCom's Web site at the time of your registration. Any Renewal Terms may be selected by you at your option and shall be subject to Saipan DataCom's then current terms and conditions. Payment of all applicable renewal fees, if any, shall be due prior to the end of the Initial Term. If you fail to pay any and all renewal or other fees due and owing to Saipan DataCom prior to the end of the then-current Term, your Service will terminate. You agree that if you pay by credit card (for the Initial Term or any Renewal Terms) for the Service provided hereunder, that you are authorizing Saipan DataCom, but Saipan DataCom is not obligated, to automatically charge such credit card and renew the Service on or before the expiration of the Initial Term or any Renewal Terms using the credit card information that you have provided to Saipan DataCom, unless you have indicated to Saipan DataCom (as provided herein) that you do not wish to have your Service renewed with

the automatic registration for a Renewal Term(s). You may opt out of the automatic registration of a Renewal Term(s) in accordance with the instructions on Saipan DataCom's Web sites. You are solely responsible for the credit card information you provide to Saipan DataCom and must promptly notify Saipan DataCom of any changes thereto including, but not limited to, a change of expiration date or account number. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE SERVICE IS RENEWED. SAIPAN DATACOM SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE RENEWAL AS DESCRIBED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR ERRORS IN RENEWING THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT SAIPAN DATACOM MAY, BUT IS UNDER NO OBLIGATION TO, SEND YOU REMINDER NOTICES REGARDING THE RENEWAL OF YOUR SERVICE. YOU AGREE TO PAY ALL VALUE ADDED, SALES AND OTHER TAXES (OTHER THAN TAXES BASED ON SAIPAN DATACOM'S INCOME) RELATED TO THE SERVICE OR PAYMENTS MADE BY YOU HEREUNDER WHEN APPLICABLE AND DUE. FAILURE BY YOU TO PAY ANY FEE OR RENEWAL FEE IN A TIMELY MANNER SHALL RESULT IN AUTOMATIC TERMINATION OF YOUR SERVICE WITHOUT NOTICE. YOU ACKNOWLEDGE AND AGREE THAT TERMINATION OF YOUR SERVICE WILL RESULT IN THE DELETION OF YOUR .MP DOMAIN NAME(S), AND THE IMMEDIATE AVAILABILITY OF YOUR .MP DOMAIN NAME TO OTHERS, AND THAT SAIPAN DATACOM SHALL HAVE NO LIABILITY FOR DAMAGES, LOSSES, CLAIMS, COSTS OR EXPENSES IN THE EVENT THAT YOUR SERVICE IS TERMINATED.

5. PRICING. You acknowledge and agree that Saipan DataCom may from time to time and in its sole discretion, increase or reduce its pricing for the Service, any Future Stuff, or any other offerings that Saipan DataCom may make available in the future. You acknowledge and agree that you will not be due any refunds by Saipan DataCom in the event that Saipan DataCom reduces its prices after you have purchased or registered for the Service, any Future Stuff, or any other offerings that Saipan DataCom may make available in the future.

6. TRANSFERS. The terms in this section apply to any transfer of a .MP Domain Name from one registrant's account to another. Only .MP Domain Names for which a registration fee has been paid may be transferred. You agree that we may void any completed transfer to remedy an unauthorized change to a .MP Domain Name Registrant's account.

(a) Terms Applicable to the Transferee. You may request the transfer of a registered .MP Domain Name to your account in accordance with the domain name transfer process provided on Saipan DataCom's Web site, and subject to the transfer fee set forth on Saipan DataCom's Web site at the time of the transfer request. Your registration of the .MP Domain Name that is the subject of the transfer (the "Transferred .MP Domain Name") shall be effective upon successful payment of the transfer fee. By registering a Transferred .MP Domain Name, you agree that your registration of the Transferred .MP Domain Name is subject to the terms and conditions of this Agreement. You also acknowledge and agree that the term of Service of the Transferred .MP Domain Name will be equal to the remaining term of the Transferred .MP Domain Name at the time of the transfer. The transfer fee described in this paragraph is separate from the fee associated with the transfer of a .MP Domain Name pursuant to a decision from an

administrative panel of a dispute resolution service provider, described in the Terms and Conditions of Cancellation or Transfer at <[get.mp/docs](http://get.mp/docs)>.

(b) Terms Applicable to the Transferor. By accepting a transfer request for the transfer of a .MP Domain Name you have registered, you acknowledge and agree that you are relinquishing your registration of your .MP Domain Name and discharging Saipan DataCom from all obligations under the Agreement with respect to the Transferred Domain Name. You further acknowledge and agree that, unless otherwise specified in writing by Saipan DataCom, you will not receive any refund for any payments already made as of the date of transfer. By accepting a transfer request, you authorize Saipan DataCom to take all steps necessary to register the Transferred .MP Domain Name with the transferee. You also represent and warrant that you are the registrant of the .MP Domain Name for which the transfer has been requested, or that you possess the legal authority to legally bind the registrant of the .MP Domain Name for which the transfer has been requested. Transferring your .MP Domain Name will have the same effect as termination of this Agreement, where applicable, as described below.

## 7. TERMINATION.

(a) Termination by Customer. You may terminate this Agreement at any time, for any or no reason, upon written notice to Saipan DataCom at [cancel@get.mp](mailto:cancel@get.mp), or, if you are a CHI.MP Service Owner (as defined in the CHI.MP Services Addendum), by following the termination procedures provided on your Dashboard.

(b) Automatic Termination for Failure to Activate Your .MP Domain Name. This Agreement will terminate automatically if you do not activate your .MP Domain Name within ten days of Saipan DataCom sending you notification that you may activate your .MP Domain Name.

(c) Termination by Saipan DataCom. Saipan DataCom may terminate this Agreement at any time upon written notice (which may include notice via the email address that you provide to Saipan DataCom) in the event any of the following occurs:

(i) You breach an obligation of this Agreement; or

(ii) You (a) provide Saipan DataCom inaccurate or unreliable information or (b) fail to promptly update information provided to Saipan DataCom pursuant to this Agreement.

(d) Effect of Termination or Expiration of this Agreement. You acknowledge and agree that unless otherwise specified in writing by Saipan DataCom, you will not receive any refund for any payments already made as of the date of termination. You shall bear all costs of such termination, including any reasonable costs Saipan DataCom incurs in terminating your Service. You agree to pay any and all costs incurred by Saipan DataCom in enforcing your compliance with this Section. Upon termination or discontinuance of this Agreement for any reason, Saipan DataCom will delete your .MP Domain Name and then make it available for registration by others, delete all your Customer Personally Identifiable Information and, if applicable, all of your Customer

Content (as defined pursuant to the CHI.MP Services Addendum located at <<http://get.mp/docs>>), and deny access to your Domain Name Management Interface or Dashboard (where applicable), all in accordance with Saipan DataCom's then-current policies and procedures. If you participate in the CHI.MP Service, termination of this Agreement also constitutes termination of your CHI.MP Service, and upon termination you also must contact all third-parties with respect to which you have used your OpenID. See your CHI.MP Services Addendum for further information as to your obligations upon termination

8. ACCURACY OF INFORMATION. You hereby certify that (i) all information and data provided by you during, and after your registration for the Service is true, correct, up to date and complete, (ii) Saipan DataCom may maintain and update your information by requiring that you provide information as needed to your Customer Personally Identifiable Information, and (iii) that your Customer Personally Identifiable Information is true, correct, up to date and complete at all times

9. WEB PLACEHOLDER. You acknowledge and agree that the Web Placeholder shall be displayed to your Visitors in the event that you fail, whether by your choice or neglect, to redirect traffic from your .MP Domain Name to another Web site or, if you participate in the CHI.MP Service, if you fail to activate your Public Site (as defined in the CHI.MP Service Addendum). You acknowledge and agree that you are solely responsible for directing traffic to the domain servers of your choosing or, if applicable, activating your Public Site, and that Saipan DataCom shall bear no liabilities in the event that you fail to do so. You agree that any domain name path that does not resolve to an active web page may be used by Saipan DataCom to place or redirect to a "parking page", "under construction" page, or other temporary page that may include promotions and advertisements for, and links to, Saipan DataCom's web site, Saipan DataCom logos, and/or Saipan DataCom offerings. You agree that Saipan DataCom may change the content and/or appearance of, or disable any of these temporary pages at any time, in its sole discretion, without prior notice.

10. UNIFORM DISPUTE RESOLUTION POLICY.

(a) You acknowledge and agree that Saipan DataCom uses the UDRP as shown on Saipan DataCom's Web site and incorporated by reference into this Agreement.

(b) YOU AGREE THAT YOU ARE EXPRESSLY PROHIBITED FROM NAMING SAIPAN DATACOM AS A PARTY TO ANY DISPUTE BETWEEN YOU AND ANY REGISTRANT OF A DOMAIN NAME WITHIN THE .MP TLD AND YOU HEREBY WAIVE ANY RIGHT TO DO SO, TO THE FULL EXTENT POSSIBLE UNDER LAW, AND YOU AGREE NOT TO SUBPOENA OR OTHERWISE INCLUDE SAIPAN DATACOM IN ANY SUCH PROCEEDING. IN THE EVENT THAT SAIPAN DATACOM IS NAMED AS A PARTY OR SUBPOENAED IN ANY SUCH PROCEEDING, SAIPAN DATACOM RESERVES THE RIGHT TO RAISE ANY AND ALL DEFENSES AND TAKE ANY AND ALL ACTIONS DEEMED APPROPRIATE, AND TO TAKE ANY OTHER ACTION NECESSARY TO DEFEND ITSELF. YOU FURTHER ACKNOWLEDGE AND

AGREE THAT IN THE EVENT THAT SAIPAN DATACOM IS NAMED AS A PARTY OR SUBPOENAED IN SUCH A DISPUTE THAT SAIPAN DATACOM SHALL BE DISMISSED OR THE SUBPOENA QUASHED UPON MOTION AND THAT YOU SHALL PAY ALL OF SAIPAN DATACOM'S ATTORNEYS' FEES AND ALL COSTS.

11. FUTURE STUFF. Saipan DataCom may make Future Stuff available to you from time to time in the future. Future Stuff may provide you with new and/or enhanced features and functions or the combinations thereof if you choose to register for or purchase such additional features and functions. You acknowledge and agree that all Future Stuff may be offered to you for registration or for purchase and that the pricing for any such offerings shall be determined by Saipan DataCom in its sole discretion. You acknowledge and agree that the software modules comprising Future Stuff including, but not limited to, all patents, copyrights, trade secrets and other proprietary rights in or relating to such software modules, shall remain the sole property of Saipan DataCom and if you, at your option, register for or purchase Future Stuff, you will only receive use of the additions, features and functions and that you will not receive any software. You are not and will not be under any obligation to register for or purchase any Future Stuff if such Future Stuff becomes available from Saipan DataCom.

12. PRIVACY. All data or information collected pursuant to this Agreement shall be used or disclosed only according to the Saipan DataCom Privacy Statement ("Privacy Statement") as amended from time to time. The Saipan DataCom Privacy Statement is incorporated by reference into this Agreement.

13. EXCLUSIVE REMEDY. YOU AGREE THAT SAIPAN DATACOM'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT REGISTRANT PAID FOR THE SERVICE DURING THE TERM OF THIS AGREEMENT. IF THE REGISTRANT OBTAINED THE SERVICE WITHOUT COST, SAIPAN DATACOM WILL HAVE NO LIABILITY WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT. IN NO EVENT SHALL SAIPAN DATACOM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES EVEN IF SAIPAN DATACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN SAIPAN DATACOM'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES.

Saipan DataCom disclaims any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god or other events or circumstances not reasonably under Saipan DataCom's control; (4) loss or liability resulting from your use of the Service; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information disseminated by Saipan DataCom; (6) loss or liability relating to the deletion of or failure to store your Customer Personally Identifiable Information or other content; (7) loss or liability resulting from the development or interruption of the web site



associated with your .MP Domain Name or Saipan DataCom's Web site(s); (8) loss or liability that you may incur in connection with any processing of your application for the Service or your agent's failure to pay any fees, including the fees for your Initial Term and any Renewal Terms; (9) loss or liability as a result of the application of Saipan DataCom's Uniform Dispute Resolution Policy or other policies; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML, HTML, xHTML, cHTML, WML, WAP or any other standard not under Saipan DataCom's sole control.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

14. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT THE USE OF THE SERVICE OR SAIPAN DATACOM'S SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. SAIPAN DATACOM EXPRESSLY DISCLAIMS 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. SAIPAN DATACOM DOES NOT MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SAIPAN DATACOM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE 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 INCLUDING, BUT NOT LIMITED TO YOUR CUSTOMER CONTENT AND/OR CUSTOMER PERSONALLY IDENTIFIABLE INFORMATION, THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA OR YOUR USE OF THE SERVICE. SAIPAN DATACOM MAKES 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 SAIPAN DATACOM OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY. SAIPAN DATACOM IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES OFFERED TO OR PURCHASED FROM A THIRD PARTY BY YOU.

15. INDEMNITY.

(a) You shall indemnify, defend and hold harmless Saipan DataCom and any and all of Saipan DataCom's contractors, agents, employees, officers, subsidiaries, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including attorneys' fees and expert witness fees and expenses, of third parties relating to or arising out of or relating to your use of the Service. This indemnification defense and hold harmless obligation shall survive the termination, expiration or cancellation of the Agreement.

(b) You agree to release, indemnify, defend and hold harmless Saipan DataCom, (including in Saipan DataCom's capacities as the .mp TLD Administrator and the provider of the Service hereunder), and any and all of Saipan DataCom's contractors, agents, employees, officers, subsidiaries, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Service or the use of such Service, including without limitation infringement or dilution by you, or someone else using the Service from your computer or any other wireless Web device, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of Saipan DataCom's operating rules or policies relating to the Service provided, or (e) any information, content or data you supplied to Saipan DataCom, including, without limitation, any misrepresentation in its application, if applicable. When Saipan DataCom is threatened with suit or sued by a third party, it may seek written assurances from you concerning your promise to defend, indemnify and hold harmless Saipan DataCom. Your failure to provide those assurances may be considered a material breach of this Agreement. Saipan DataCom shall have the right to participate in any defense by you of a third-party claim related to your use of the Service, with counsel of Saipan DataCom's choice at its own expense. Saipan DataCom shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend Saipan DataCom against any claim, but you must receive Saipan DataCom's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination, expiration or cancellation of this Agreement.

16. REPRESENTATIONS AND WARRANTIES. You represent, warrant and certify that, to the best of your knowledge, information and belief, (i) neither the registration of your .MP Domain Name nor your use of the Service infringes or otherwise violates the legal rights of any third party; (ii) you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder; (iii) you are of legal age to enter into this Agreement and are not subject to any legal disabilities; and (iv) you agree to comply with all applicable laws and regulations and policies of Saipan DataCom as updated from time to time on the Saipan DataCom Web site(s).

17. MODIFICATIONS TO TERMS AND CONDITIONS AND THE SERVICE. Except as otherwise provided in this Agreement, you agree that Saipan DataCom may: (i) revise, modify or change the terms and conditions of this Agreement; and/or (ii) change or modify parts of the Service at any time. Any such revision, modification or change will be binding and

effective thirty (30) days after posting the revised, modified or changed terms and conditions of the Agreement or change or modification to the Service on Saipan DataCom's Web site(s), or upon notification to you by e-mail or United States mail. You agree to periodically review Saipan DataCom's Web sites, including the current version of the terms and conditions of this Agreement available on Saipan DataCom's Web sites, and to be aware of any such revisions. If you do not agree with any revision to the terms and conditions of this Agreement, you may terminate your use of the Service by so notifying Saipan DataCom in writing as provided herein. Notice of termination will be effective thirty (30) days from receipt of such notice.

18. **SERVICE ACCESS.** You are required to create a password(s) as part of your registration for the Service. Once your registration for the Service is complete, you will be required to enter your password(s) to gain Registrant Access (unless you are a CHI.MP Service Owner as defined in the CHI.MP Services Addendum), to use the Service or to modify the information you provided to us during registration (e.g., your email address(es)). You authorize Saipan DataCom to process any and all transactions initiated through the use of your Service. You are solely responsible for maintaining the confidentiality of your password(s). You must immediately notify Saipan DataCom of any unauthorized use of your password(s) and you are responsible for any unauthorized activities, charges and/or liabilities made on or through the use of your password(s). In no event will Saipan DataCom be liable for the unauthorized use or misuse of your password(s).

19. **YOUR AGENTS.** You acknowledge and agree that, if any of Your Agents register for the Service on your behalf, you are nonetheless bound as a principal by all terms and conditions in this Agreement, including the Uniform Dispute Resolution Policy. Your continued use of the Service ratifies any unauthorized actions by Your Agents. By using your user name(s) or password(s), or otherwise purporting to act on your behalf, Your Agents certify that they are authorized to apply for, register for or otherwise use the Service on your behalf, that they are authorized to bind you to the terms and conditions of this Agreement, that they have apprised you of the terms and conditions of this Agreement, and that they are otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by Your Agents.

20. **SAIPAN DATACOM'S INTELLECTUAL PROPERTY.** You acknowledge and agree that the Service and any software used by Saipan DataCom in connection with providing the Service to you contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You acknowledge and agree that Saipan DataCom's Web sites contain content that is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly provided in this Agreement, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or any content found on Saipan DataCom's Web sites, in whole or in part. You acknowledge and agree that your registration for the Service does not entitle you to any of Saipan DataCom's software, and your registration for the Service does not create, grant or otherwise confer any implied or expressed rights including but not limited to rights of ownership, to you or any other parties in Saipan DataCom's Intellectual Property, proprietary and confidential information, or software including, but not limited to, patents, copyrights, trade secrets and other proprietary rights. You acknowledge and agree that you have no personal or other property right in any .MP Domain Name. You acknowledge and agree that Saipan DataCom grants you a non-transferable and non-exclusive right and license to use the Service

including Saipan DataCom's software (if any) as part of the Service for the period of time included in your Initial Term and Renewal Terms only. You acknowledge and agree that you are expressly prohibited from any attempt to (and you shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in any part of the Service. You acknowledge and agree that Saipan DataCom's software will reside solely on Saipan DataCom's servers. You agree not to modify any part of the Service in any manner or form, or to use modified versions of the Service, except as provided by Saipan DataCom, including (without limitation) for the purpose of obtaining unauthorized access to the Service.

21. **RIGHT OF REFUSAL.** Saipan DataCom, in its sole discretion, reserves the right to refuse to register any domain name within the .mp TLD or to delete your .MP Domain Name within the first thirty (30) calendar days from your registration for the Service for any or no reason. In the event Saipan DataCom does not register your chosen .MP Domain Name or deletes your chosen .MP Domain Name within such thirty (30) calendar day period of its registration, Saipan DataCom shall refund any applicable fee(s) that you have paid. You agree that Saipan DataCom shall not be liable to you for loss or damages that may result from Saipan DataCom's refusal to register any domain names within the .mp TLD including your chosen .MP Domain Name or from the deletion of your .MP Domain Name.

22. **RESERVATION.** Saipan DataCom reserves the right, with no liability, to deny, cancel, delete or transfer the registration of any domain name registered in the .mp TLD as deemed necessary by Saipan DataCom, in its sole discretion (1) to protect the integrity and stability of the .mp TLD and Saipan DataCom; (2) to comply with any applicable laws, government rules or requirements, arbitration decisions, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Saipan DataCom, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violation of the terms and conditions of this Agreement; or (5) to correct mistakes made by Saipan DataCom in connection with the registration of any domain names within the .mp TLD. Saipan DataCom also reserves the right to freeze any domain name within the .mp TLD during resolution of a dispute.

23. **LANGUAGE DISCLAIMER.** You acknowledge and agree that the use of the phrase "Your .MP Domain Name" or "your .MP Domain Name" by Saipan DataCom in this Agreement and in all other instances does not create, grant or otherwise confer any implied or expressed rights to you or any other parties except as specifically provided in the terms and conditions of this Agreement and any subsequent changes, revisions or modifications thereto.

24. **NOTICES AND ANNOUNCEMENTS.** You authorize Saipan DataCom to notify you of information that Saipan DataCom deems of potential interest to you. Notices and announcements may include commercial emails and other notices describing changes, upgrades, Future Stuff or other information pertaining to Internet security or to enhance your use of the Service and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein. All notices to you shall be delivered to the e-mail address as provided in your registration information (as updated by you pursuant to this Agreement). Either party may change its respective e-mail addresses by e-mail notification,

written notice delivered to the other party, or using the Domain Name Management Interface or Dashboard (where applicable).

25. SEVERABILITY. You agree that the terms and conditions of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of the terms and conditions of this Agreement. This Agreement will be deemed amended to the extent necessary to make it enforceable, valid and, to the maximum extent possible consistent with applicable law, the remaining terms and provisions will remain in full force and effect.

26. ENTIRE AGREEMENT AND TERM. You agree that this Agreement and the rules and policies incorporated by reference in this Agreement (including, without limitation the Uniform Dispute Resolution Policy) and the CHI.MP Services Addendum (if applicable) are the entire, complete and exclusive agreement between you and Saipan DataCom regarding the .MP Domain Name, the Service and, if applicable, the CHI.MP Service, and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, including, without limitation, any purchase order provided by you, or your agent(s) for the Service. The terms of this Agreement and the CHI.MP Services Addendum (if applicable) shall be coterminous to your Initial Term and any Renewal Terms, except as otherwise provided herein (and in, without limitation, the Uniform Dispute Resolution Policy) and in the CHI.MP Services Addendum (if applicable). Any default under this Agreement (including without limitation the Uniform Dispute Resolution Policy) or the CHI.MP Services Addendum (if applicable) shall constitute a default under all of this Agreement and the CHI.MP Services Addendum (if applicable) and any default under the CHI.MP Services Addendum (if applicable) shall constitute a default under this Agreement.

27. ASSIGNMENT AND RESALE. Except as otherwise set forth herein, you may not assign or transfer your rights under this Agreement. 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 Saipan DataCom's option. You agree not to resell the .MP Domain Name without Saipan DataCom's prior express written consent. You acknowledge and agree that Saipan DataCom may withhold such consent for any or no reason in its sole discretion.

28. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of the Northern Mariana Islands and all applicable federal laws. Any disputes arising from this Agreement shall be adjudicated exclusively in the courts of the Commonwealth of the Northern Mariana Islands and the U.S. District Court in the Commonwealth of the Northern Mariana Islands and the parties irrevocably consent to the exclusive jurisdiction and venue of such courts. Both parties agree that any suit, action, or proceeding, whether claim or counterclaim, of any kind or nature brought by either party arising from or relating in any way to the terms, interpretation, enforcement, or breach of this Agreement shall be resolved by a judge alone, and both parties hereby waive and forever renounce the right to a trial by a civil jury of any such suit, action or proceeding. You agree that this waiver to any right to a jury trial is a material part of your obligations under this Agreement.

29. **AGREEMENT TO BE BOUND.** By applying for the Service through Saipan DataCom's online application process or otherwise, or by using the Service, you acknowledge that you have read, understand and agree to be bound by this Agreement and any documents incorporated by reference.

30. **WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Saipan DataCom. The remedies of Saipan DataCom under this Agreement shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

31. **COPYRIGHT COMPLAINTS.** Saipan DataCom respects the intellectual property rights of others and prohibits users from uploading, posting, or otherwise transmitting on the Web sites residing at their .MP Domain Names any materials that violate another party's intellectual property rights. When we receive proper notification, as defined under the Digital Millennium Copyright Act, of an alleged copyright infringement, we promptly remove or disable access to the allegedly infringing material and terminate the Service of repeat infringers as described herein in accordance with the Digital Millennium Copyright Act. You acknowledge and agree to Saipan DataCom's adherence to the Digital Millennium Copyright Act and Saipan DataCom's right to remove infringing material in accordance with this paragraph. For more information on submitting proper notice of infringement to Saipan DataCom, please see Saipan DataCom's Terms of Use at <<http://get.mp/docs>>.