Registration Agreement

In this Registration Agreement ("Agreement") "*Registry*" refers to Afcom (SL) Ltd., and its subsidiaries, affiliates and licensed sales representatives.

In this Agreement, "*Customer*" refers to an applicant for .SL domain name registration prior to registration, to an applicant who has successfully registered a .SL domain, and to an applicant for transfer or renewal, or other services provided by *Registry*. An individual or entity is considered to be a *Customer* upon completion and submittal of an application for reservation, registration, renewal or transfer of domain name, or for other services, and will continue to be considered a *Customer* upon successful reservation, registration, renewal or transfer of the domain name or the performance of other services.

By applying for and receiving services from *Registry, Customer* shall become a party to this Agreement and shall be obligated by its terms and conditions.

1. DOMAIN NAME CHOICE. *Customer* represents that, to the best of the *Customer*'s knowledge and belief, the registration, renewal or transfer of the domain name, and the manner in which it is directly or indirectly used, will not infringe upon the legal rights of a third party, and that the domain name is not being registered, renewed or transferred for any unlawful purpose.

2. NO GUARANTEE. *Customer* agrees that the reservation, registration, renewal or transfer of a domain name by *Registry* shall not confer immunity upon *Customer* from objection to the reservation, registration, renewal or transfer, or to from objection to *Customer*'s use of the domain name.

3. DOMAIN NAME DISPUTES. *Customer* agrees that if a third party challenges the reservation, registration, renewal or transfer of *Customer*'s domain name, *Customer* shall be subject to the Uniform Domain Name Dispute Resolution Policy (http://www.icann.org/udrp/udrp.htm).
 Customer agrees that in the event a domain name dispute arises with any third party, *Customer* shall indemnify and hold *Registry* harmless pursuant to the Uniform Domain Name Dispute Policy.

4. RESERVATON OR PRE-REGISTRATION. *Registry* may reserve or pre-register domain names that are applied for but not yet officially registered. Submission of an application for a domain name does not guarantee a successful domain name registration, even if the domain name is reserved or pre-registered upon application. The successful registration of a domain name that is applied for depends on a number of factors that cannot be determined beforehand. In general, *Registry* registers domain names on a first-come-first-serve basis, but may apply other criteria or policies that will be published from time to time on http://www.nic.sl.

5. INDECENCY. *Registry* reserves the right to refuse to register any domain name that may be deemed in the sole discretion of *Registry* to be in any way indecent or offensive, politically, ethnically, sexually, or otherwise.

6. TRADE & SERVICE MARKS AND NAMES. In its sole discretion *Registry* may deny registration of a trademark, service mark, trade name, or product names to a *Customer* other than a person whom *Registry* believes to be the lawful owner of intellectual property rights in the name; provided however that Registry shall be under no obligation to investigate the ownership status of any proposed name, and that registration of the name by Registry shall not carry any implication that Registry agrees that the applicant is the lawful owner of any intellectual property right in the name.

7. STANDARD PRACTICE. *Registry* reserves the right to refuse to provide any domain name or other service that is deemed, in the sole discretion of *Registry* to be partly or fully against standard practice or to otherwise conflict with policies of *Registry* that are in effect from time to time.

7. NO LIABILITY FOR NON-REGISTRATION. *Registry* shall not be liable in any case where a domain name for which *Customer* applied is not registered for whatever reason, including but not

limited to interface problems with DNS hosting services. *Registry* assumes no liability for an order, or for a domain name suspension, cancellation, deletion, interruption or transfer, due to procedures, rules or policies laid down by ICANN or any other authoritative institution, organization, or governmental entity, or due to practices, customs or prejudices of courts of law or arbitrators. Under no circumstances shall *Registry* be held liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits incurred by *Customer* as a result of, or in connection with, a domain name reservation, registration, renewal, transfer, or other services provided by *Registry*.

8. FEES. As consideration for the services *Customer* selects, *Customer* agrees to pay to *Registry* the applicable fees, as published on http://www.nic.sl. In case of successful provision of services, all fees payable are non-refundable. The fees are subject to change without notice at *Registry's* discretion. As further consideration for the services, provided by *Registry, Customer* agrees to provide and maintain Account Information as further set forth in paragraph 13 below.

9. REFUND. In the event *Registry* does not register *Customer's* domain name or provide to *Customer* other services for which *Customer* has applied, or *Registry* deletes *Customer's* domain name or cancels other services within thirty (30) calendar days from receipt of *Customer's* payment for services, *Registry* agrees to refund the applicable fees. *Customer* agrees that except for refunding *Customer's* fees *Registry* shall not be liable to *Customer* for any loss or damages that may result from *Registry's* refusal to reserve, register, renew, transfer, or delete *Customer's* domain name or to provide any other services to *Customer.*

10. TERM. *Customer* agrees that this Agreement in general will remain in full force so long as *Customer* is a customer of *Registry* as defined above, and in particular for the term of the registration of *Customer's* domain name as it may be renewed from time to time, in particular.

11. TRANSFER OF OWNERSHIP. Any transfer of ownership in and to a domain name registration shall be affected in accordance with *Registry's* then applicable policies and procedures.

12. THIRD PARTY LICENSING. Should *Customer* intend to license the use of a domain name to a third party *Customer* shall nonetheless be the domain name registrant of record and therefore responsible for providing *Customer's* 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 the domain name. *Customer* shall accept liability for any harm caused by wrongful use of the domain name. *Customer* also represent that *Customer* has provided notice of the terms and conditions in this Agreement to the third party and that the third party agrees to the terms and conditions of this Agreement.

13. INFORMATION. As part of the process of *Registry* providing registration and other services, *Customer* is required to provide *Registry* certain information ("Account Information"), and to update *the Registry* promptly as *Customer's* Account Information changes so that *Registry's* records are current, complete and accurate. *Customer* must provide the following information:

- *Customer's* name and postal address (and, if different, that of the domain name holder).
- The domain name being registered.
- The name, postal address, e-mail address, voice telephone numbers, fax (if available) telephone numbers of the administrative contact for the domain name.
- The name, postal address, e-mail address, voice telephone numbers, fax (if available) telephone numbers of the billing contact for the domain name.
- The name, postal address, e-mail address, voice telephone numbers, fax (if available) telephone numbers of the technical contact for the domain name.
- The Internet Protocol number of the primary name server and secondary name server(s) for each domain name registration and the corresponding names of those name servers.

By completing and submitting an application for services to *Registry, Customer* represents and warrants that the statements in *Customer's* application are true.

The Account Information will be publicly available through *Registry's* WHOIS directory.

14. FALSE INFORMATION. *Registry* at any time may refuse, cancel or revoke any registration for which *Customer* has provided false information.

15. MODIFICATIONS TO AGREEMENT. *Customer* agrees that during the term of this Agreement *Registry* may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on *Registry's* web site, or upon notification to *Customer* by e-mail or regular mail as per the Notices section of this agreement. *Customer* agrees to review *Registry's* web site periodically to be aware of any such revisions. If *Customer* does not agree with any revision to the Agreement, *Customer* may terminate this Agreement at any time by providing *Registry* with notice by e-mail as per the Notices section of this agreement. Notice of *Customer's* termination will be effective on receipt and processing by *Registry*. *Customer* agrees that, by continuing to use the services following notice of any revision to this Agreement or change in service(s), *Customer* agrees to abide by any such revisions or changes. *Customer* further agrees to abide by the Uniform Domain Name Dispute Resolution Policy (http://www.icann.org/udrp/udrp.htm) and as amended from time to time. *Customer* agrees that by maintaining the reservation or registration of *Customer's* domain name after modifications to the Dispute Policy become effective, *Customer* will have agreed to these modifications. *Customer* acknowledges that if *Customer* does not agree to any such modifications, *Customer* may request that *Customer's* domain name be deleted from the domain name database.

16. LIMITATION OF LIABILITY. Further to and in addition to other provisions of this Agreement, *Customer* agrees that *Registry's* entire liability and *Customer's* exclusive remedy with respect to any services provided under this Agreement and any breach of this Agreement are solely limited to the amount *Customer* paid for such service. *Registry* shall not be 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. Without limiting the foregoing, *Registry* 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 failure to deliver data correctly; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of *Customer's* account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of *Customer's* service. *Customer* agrees that *the Registry* will not be liable for any loss of registration and use of *Customer's* 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 *the Registry* have been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, *Registry's* liability shall be limited to the maximum extent permitted by law.

17. INDEMNITY. Further to and in addition to other provisions of this Agreement, *Customer* agrees to release, indemnify, and hold *Registry*, its contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, from claims by third parties relating to or arising under this Agreement, the services provided hereunder or *Customer's* use of the services, including without limitation infringement by *Customer*, or someone else using the service with *Customer's* computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of *the Registry's* operating rules or policy relating to the service(s) provided. *Customer* also agrees to release, indemnify and hold *the Registry* harmless pursuant to the terms and conditions of the Uniform Domain Name Dispute Resolution Policy (http://www.icann.org/udrp/udrp.htm). If *Registry* is threatened with a law suit by a third party, *Registry* may seek written assurances from *Customer* concerning *Customer's* promise to indemnify *Registry*; *Customer's* failure to provide those assurances may be considered by *Registry* to be a breach of *Customer's* Agreement and may result in deactivation of *Customer's* domain name. This indemnification obligation will survive the termination or expiration of this Agreement.

18. BREACH. *Customer* agrees that failure to abide by any provision of this Agreement or any applicable rule or policy may be considered by *Registry* to be a material breach and that *Registry* may provide a written notice, describing the breach, to *Customer*. If within thirty (30) calendar days of the date of such notice, *Customer* fails to provide evidence, which is reasonably satisfactory to *Registry*, that *Customer* have not breached *Customer*'s obligations under the Agreement, then *Registry* may delete the registration or reservation of *Customer*'s domain name. Any such breach by *Customer* shall not be deemed to be excused simply because *Registry* did not act earlier in response to that, or any other, breach by *Customer*.

19. DISCLAIMER OF WARRANTIES. *Customer* agrees that *Customer*'s use of *Registry's* services is solely at *Customer*'s own risk. *Customer* agrees that such service(s) is provided on an "as is," "as available" basis. *Registry* 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. The Registry makes no warranty that the services will meet *Customer*'s requirements, or that the service(s) will be uninterrupted, timely, secure, or error free; nor does *Registry* 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. *Customer* understand and agrees that any material and/or data downloaded or otherwise obtained through the use of service is done at *Customer*'s own discretion and risk and that *Customer* will be solely responsible for any damage to *Customer*'s computer system or loss of data that results from the download of such material and/or data. *Registry* 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 *Customer* from *Registry* or through the service shall create any warranty not expressly made herein.

20. DISCLOSURE AND USE OF REGISTRATION INFORMATION. *Customer* agrees and acknowledges that *Registry* will make domain name registration information *Customer* provides available to third parties as applicable laws may require or permit. *Customer* hereby consent to any and all such disclosures, guidelines, limits and restrictions on disclosure or use of, information provided by *Customer* in connection with the registration of a domain name (including any updates to such information), whether during or after the term of *Customer*'s registration of the domain name. *Customer* hereby irrevocably waives any and all claims and causes of action *Customer* may have arising from such disclosure or use of *Customer*'s domain name registration information by *Registry*. *Customer* may review the domain name registration information for the domain by using *Registry's* WHOIS directory. *Customer* may request changes to this information by sending the request by e-mail to registrar@nic.sl. *Registry* will not process data about any identified or identifiable natural person that the Registry obtains from *Customer* in a way incompatible with the purposes and other limitations described in this Agreement. *Registry* will take reasonable precautions to protect the information the Registry obtains from *Customer* from *Registry's* loss, misuse, unauthorized access or disclosure, alteration or destruction of that information

21. REVOCATION. *Customer*'s willful provision of inaccurate or unreliable information, *Customer*'s willful failure promptly to update information provided to *the Registry*, or any failure to respond to inquiries by *the Registry* addressed to the email address of the registrant, the administrative, billing or technical contact appearing in the WHOIS directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration. Any information collected by *the Registry* concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of *Customer*'s domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or an ICANN/Registry Operator policy.

22. NON-AGENCY. Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

23. NON-WAIVER. *Registry's* failure to require performance by *Customer* of any provision hereof

shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by *Registry* of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

24. SEVERABILITY. *Customer* agrees 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.

25. ENTIRETY. *Customer* agrees that this Agreement, the rules and policies published by *Registry* and the Dispute Policy are the complete and exclusive agreement between *Customer* and *Registry* regarding *Registry's* services. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

26. LEGAL AGE. *Customer* attests that if an individual, *Customer* is of legal age to enter into this Agreement.

27. OVERRIDING AGREEMENT. In the event that this agreement may be inconsistent with any term, condition, policy or procedure of any registrar, reseller or ANY other entity that makes agreements for the use of domain names in the CD zone, the terms of this agreement shall prevail.

28. AGREEMENT CONSTRUCTION. Headings and clause labels are for ease of reading only; no other meaning, whether implicit or explicit, shall be inferred from them.

29. ANNOUNCEMENTS. *Registry* reserves the right to distribute information to *Customer* that is pertinent to the quality or operation of *Registry's* services and those of *Registry's* 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 *Customer*'s identity on the Internet.

30. NOTICES. Any notice, direction or other communication from *Registry* given under this Agreement shall be in writing and given by sending it via e-mail to the e-mail address provided by *Customer* in *Customer*'s WHOIS record or via regular mail. Any e-mail communication shall be deemed to have been 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. Central European Time, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 15 business days after the postmarked date of mailing.

All correspondence to *Registry* shall be sent per e-mail to the following address: registrar@nic.sl.

31. GOVERNING LAW. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of Sierra Leone. Any action relating to this Agreement must be brought in the courts of Freetown in Sierra Leone, and *Customer* irrevocably consents to the jurisdiction of such courts.

32. ACCEPTANCE OF AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. CUSTOMER HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICES PROVIDED BY REGISTRY AND IS NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.