



Terms and Conditions

Dot TK Free Domain Name

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1. Introduction

This Customer Agreement (this "Agreement") is made between Dot TK, BV Dot TK, a Netherlands Corporation ("Dot TK", "Dot TK Registry", "we" or "us") and you, the registered member of the Dot TK Service (as such term is defined below). Any acceptance of your application(s) for our services and the performance of our services will occur at our offices in San Francisco, California, USA, the location of our principal place of business. You have registered with us to receive from one (1) to a maximum of three (3) FREE internet domain names together with one of our proprietary service offerings for individuals or small businesses (including, but not limited to, the content, search facilities, directory services, e-mail forwarding, and other internet services provided by us to our members from time to time), all of which are referred to collectively in this Agreement as "FREE DOMAIN" or the "Service." In consideration of, and in reliance upon, (i) your truthful responses to the questions and information requests presented in the FREE DOMAIN registration process and the FREE DOMAIN Service confirmation email, and (ii) your agreement to and ongoing compliance with each of the terms of this Agreement, we agree to provide you with the service subject to the terms and conditions of this Agreement.

2. Acceptance of this agreement.

You have indicated your acceptance of this agreement by clicking on the "I ACCEPT" button as part of the FREE DOMAIN registration process and/or by sending us your confirmation code. By accepting this agreement, (i) you have authorized Dot TK to register the domain name that you requested and confirmed and (ii) you attest that you are at least 18 years of age. Each member must be at least 18 years of age to receive the service.

3. Changes to this agreement

We reserve the right to change the terms and conditions of this agreement at any time without prior notice. Such changes and their effective date will be posted on our web site at www.dot.tk. You agree to review any changes to this agreement and, if such changes are not acceptable to you, immediately terminate your use of FREE DOMAIN and terminate this agreement as provided herein. Your continued use of FREE DOMAIN after the effective date of such changes, will constitute your acceptance of the changes.

4. Voluntary termination of this agreement.

If you no longer wish to be bound by this agreement, you must (i) have remained in compliance with each of the terms of this agreement at all times prior to termination, (ii) provide us with written notice of your intention to no longer be bound by this agreement and (iii) immediately terminate your use of the service. If you want to continue using the domain name provided to you by us under this agreement after such termination, you must transfer out of FREE DOMAIN in accordance with the provisions set forth in section 11.3.

5. Failure to transfer out of Free Domain.

If you terminate your use of FREE DOMAIN and this agreement pursuant to section 11.3 and do not transfer out of FREE DOMAIN in accordance with the provisions set forth in section 11.3 or upgrade to one of our paid services, you agree that any and all of your right, title and interest in and to the domain name provided to you pursuant to this agreement will be forfeited to Dot TK, and that we may hold, cancel, sell, transfer or otherwise assign or dispose of the domain name at our discretion.

6. Registration of Free Domain

6.1. Registration Process;

Registration Information; Password. To become a member of FREE DOMAIN, you must complete the registration process by providing us with current, complete and accurate information to the questions and information requests presented in the FREE DOMAIN registration form and the FREE DOMAIN confirmation email. You hereby agree to maintain and promptly update such registration information to keep it current, complete and accurate. If we have

reasonable grounds to believe that you have failed to provide complete and accurate registration information or that you have failed to update such information, we, in our sole discretion, may deem such failure to be a violation of this Agreement, which may subject you to the penalties set forth in Section 11.4. Dot TK requests that you choose a password to be used in operating FREE DOMAIN. You are entirely responsible for maintaining the confidentiality of your password and for any and all activities that occur under your domain name. You agree to notify Dot TK immediately upon discovery of any unauthorized use of your account or any other breach of security relating to FREE DOMAIN.

6.2. Timing of Registration of Domain Name.

You acknowledge and agree that, upon completion of the registration process, we may for any or no reason indefinitely delay the registration of your requested domain name or elect to not register such domain name at all. Accordingly, there is no guarantee that we will actually register your requested domain name in a timely manner, if at all. In the event that we delay registration of or elect to not register your requested domain name and a third party registers for the identical domain name, you agree that we will have no liability to you or any third party for the delay in registration of or failure to register your requested domain name. In the event another person registers for the same domain name that you have requested, our current policy is to provide the domain name to the person who replies first to our confirmation e-mail message. If it is crucial to you that you have your requested domain name registered immediately, we suggest that you purchase the domain name directly from a domain name registrar, or elect to purchase a domain with Paid Domain. To purchase your Dot TK Paid domain, please visit the Dot TK website at <http://www.dot.tk>.

6.3. License to Use Domain Name.

Subject to the terms and conditions of this Agreement, we hereby grant you a limited, non-exclusive, personal, non-transferable license to use FREE DOMAIN and the domain name provided to you in connection therewith. You shall retain such right to use the service for so long as you comply with each of the terms of this Agreement, and for so long as we make the service available to you. Upon termination of this Agreement, and/or the service, your right to use FREE DOMAIN shall terminate and, unless you have transferred out of the service in accordance with the provisions of Section 11.3, or upgraded to one of our paid services, all rights in and to the domain name provided to you in connection therewith shall inure to the benefit of Dot TK as provided in Section 11 herein. In addition to the foregoing, you understand and agree that, so long as you are a member of FREE DOMAIN, all visitors/visits to the domain name provided to you in connection with FREE DOMAIN shall be counted solely as traffic to Dot TK for all purposes relating to tracking and reporting audience measurement.

6.4. Access to FREE DOMAIN.

In order to use FREE DOMAIN, you must obtain access to the World Wide Web, either directly or through devices that access web-based content. You understand and agree that you are responsible for the costs of all software, telecommunications charges and other costs you may incur to access the service. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

7. Disputes regarding domain names provided through Free Domain

7.1. Infringement on Intellectual Property or Other Rights of Third Parties.

All domain names registered through FREE DOMAIN are registered in our name. As the record owner of these domain names, we may be named in a lawsuit if a selected domain name infringes on the trademark or service mark of a third party, or otherwise causes harm to a third party. If a third party alleges trademark or service mark infringement or other harm in connection with the domain name which we have provided to you, we may, in our sole discretion, elect to (i) transfer the domain name to you and/or cease providing the Dot TK Service to you in

connection with the domain name, (ii) transfer the domain name to the third party, (iii) disable the use of the domain name by removing it from our DNS servers, (iv) delete or cancel the registration of the domain name, (v) proceed to arbitration in accordance with the rules established by the Internet Corporation for Assigned Names and Numbers (ICANN), which rules you hereby consent to, (vi) proceed to litigation in federal, state or foreign court, or (vii) elect to pursue any other course of action reasonably designed to protect our interests.

7.2. No Obligation to Defend;

Cooperation in Event of Transfer. By accepting this Agreement, you hereby acknowledge and agree that we are under no obligation to defend your rights to use or own the domain name provided to you in connection with FREE DOMAIN in any actual or threatened lawsuit or arbitration brought by a third party against us. Furthermore, you agree to cooperate with us in whichever course of action we elect, in our discretion, to take. In the event that we elect to transfer the domain name to the third party, disable the use of the domain name or otherwise agree that such name will not be used for any purpose during the registration period, you agree to relinquish all right, title and/or interest in and to the domain name with or without prior notice from us. In this event, we agree to provide you with a new domain name so long as you have complied with each of the terms of this Agreement prior to such transfer.

7.3. Disclosure of Contact Information.

By accepting this Agreement, you hereby acknowledge and agree that, in any dispute relating the domain name provided to you in connection with FREE DOMAIN or your use thereof (whether relating to alleged infringement of intellectual property or other rights, violations of our use policy or otherwise), we may disclose to third parties the contact information you provided to us when registering for FREE DOMAIN, as such information may be updated by you from time to time. For more information, please see our Privacy Statement at <http://www.dot.tk>.

8. Tampering with Free Domain; Modifications to Free Domain.

8.1. Tampering with FREE DOMAIN and Dot TK Traffic-Check.

You understand that a viewer is engaged in Dot TK server infrastructure to record the number of visitors to your Dot TK domain name (Dot TK Traffic-Check). By accepting this Agreement, you hereby agree that you will not tamper with, disable or limit the functionality of the Dot TK Service or the Dot TK Traffic-Check in any way, including, but not limited to, disabling or otherwise tampering with the viewer displayed when your domain name is accessed by you or a third party.

8.2. Modifications to FREE DOMAIN.

By accepting this Agreement, you hereby acknowledge and agree that we, in our sole discretion, may modify or discontinue, temporarily or permanently, the service at any part thereof, at any time with or without prior notice, including, without limitation, modification or discontinuance of advertising, content and applications appearing as part of FREE DOMAIN. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of FREE DOMAIN or any part thereof.

9. Monitoring, use and collection of personal information.

9.1. Privacy Statement.

As part of the process of registering for FREE DOMAIN, you provided us with certain personally identifying information. In addition, we may collect and use additional information in connection with your use of the service. Our Privacy Statement, which is incorporated into this Agreement by reference, and made a part hereof, has been designed to reasonably protect your personally identifying information. However, pursuant to our Privacy Statement, under certain circumstances (including those specified in Section 7.3 hereof) we may disclose to third parties the information you provided to us when registering for FREE DOMAIN or other data related to your use of the service. For more information, please see the full text of our Privacy Statement available at <http://www.dot.tk>. Our Privacy

Statement may be changed from time to time with or without notice as provided therein.

9.2. No Breach of Privacy.

By accepting this Agreement, you hereby acknowledge and agree that our collection and use of your personal information, and our operation of FREE DOMAIN, in each case as contemplated by this Agreement, in no way constitute an actionable breach of any privacy or other right, and you hereby waive any and all such claims or rights of action whether foreseen or unforeseen.

10. Member use obligations and restrictions on use of Free Domain

10.1. Minimum Use Requirements.

In order to continue providing FREE DOMAIN to you, we may establish minimum use requirements for our members. As of January 1st, 2007, these minimum use requirements are as follows: Each member is required to generate an aggregate of at least twenty-five (25) page views during 90 days. Access of your domain name by a third party will be credited toward satisfaction of these requirements. By accepting this Agreement, you agree that you will comply with the foregoing minimum use requirements (although you understand and agree that we may discontinue FREE DOMAIN at any time pursuant to section 8.2 regardless of your compliance with these requirements). We reserve the right to contact you from time to time regarding your compliance with the foregoing minimum use requirements.

10.2. Failure to Comply with Minimum Use Requirements.

In the event that you fail to comply with the minimum use requirements for FREE DOMAIN, we may elect to terminate this agreement and cease providing you with the service or any part thereof. In the event that you fail to comply with the minimum use requirements for the e-mail account provided to you as part of FREE DOMAIN for two consecutive calendar months, we reserve the right to deactivate the email account without prior notice. You acknowledge and agree, that upon deactivation of your e-mail forwarding service any existing messages cannot be directed towards your mailbox. If your e-mail account has been deactivated, you may request that the account be re-activated at any time provided that you are otherwise in compliance with the terms of this Agreement.

10.3. Restrictions on Use of FREE DOMAIN.

We encourage the free flow of ideas and respect rights of free speech. However, as the record owner of the domain names registered through FREE DOMAIN, we may become subject to liability, governmental or regulatory scrutiny or suffer other adverse consequences to our business as a result of the content linked to, accessed through or transmitted through these domain names or FREE DOMAIN, including without limitation the content of any web site, e-mail message or newsgroup or the name of the domain name. Accordingly, you acknowledge and agree that we have the right to terminate this Agreement, and cease providing FREE DOMAIN to you, if you engage in any conduct that we, in our sole discretion, believe is or may become harmful to us or to third parties, or any conduct that we, in our sole discretion believe, violates any law or regulation. Although we may determine, in our sole discretion, that your conduct violates our use policy (even if such conduct is not specifically listed in this Section 10.3), the following uses are specific violations of our use policy:

- (i) Any use that harms minors in any way;
- (ii) Forging headers or manipulating other identifiers in order to disguise the origin of any content linked to, accessed through or transmitted through FREE DOMAIN;
- (iii) Uploading, posting, linking to or otherwise transmitting any content that you do not have a right to upload, post, link to or otherwise transmit under any law or which you are prohibited from uploading, posting or linking under contractual or fiduciary obligations (including, without limitation, inside information, proprietary or confidential information learned or disclosed as part of an employment relationship or under nondisclosure agreement);

- (iv) Uploading, posting, linking to or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized or illegal solicitation;
- (v) Uploading, posting, linking to or otherwise transmitting any content that infringes on any patent, trademark, service mark, trade secret, trade dress, copyright or other intellectual or proprietary rights of any party;
- (vi) Uploading, posting, linking to or otherwise transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- (vii) Disrupting the normal flow of dialogue (that is, cause a screen to "scroll" faster than other members or users of FREE DOMAIN are able to type) or otherwise acting in a manner that negatively affects the ability of other members or users to engage in real time exchanges;
- (viii) Impersonating any person or entity (including, without limitation, a Dot TK employee or official) or falsely stating or otherwise misrepresenting your affiliation with any person or entity;
- (ix) Uploading, posting, linking to or otherwise transmitting any content that is unlawful, harmful, abusive, harassing, threatening, tortuous, vulgar, obscene, libelous, defamatory, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable;
- (x) "Stalking" or otherwise harassing another;
- (xi) Providing or promoting any instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals (including, without limitation, providing instructions on how to assemble bombs, grenades or other weapons, and creating "crush" sites);
- (xii) Interfering with or disrupting FREE DOMAIN, the servers or networks used to access or deliver FREE DOMAIN, or disobeying any requirements, procedures, policies or regulations of networks used to access or deliver FREE DOMAIN;
- (xiii) Intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange (including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ), and any regulations having the force of law;
- (xiv) Showing or broadcasting any material that contains pornography, adult or mature content;
- (xv) Providing or promoting any information about illicit drugs and drug paraphernalia. It also includes websites that promote or sell hard alcohol, tobacco, tobacco-related products and/or prescription drugs;
- (xvi) Showing or broadcasting any material that promotes or offers gambling or contains casino content. Gambling is defined as an act where there is betting with/for money involved (which includes bingo);
- (xvii) Using a FREE DOMAIN with Domain Parking, both monetized and non-monetized. Domain Parking includes webpages that solely show advertisements and no actual content, "Under Construction" pages, "Coming Soon" pages and alike; and
- (xviii) Using a FREE DOMAIN where the content does not exist, shows an empty page, shows an error message, shows a 'not available' page or is hidden behind a firewall or used with a VPN and is therefore not available for the public and for Dot TK's content verification systems.

10.4. Failure to Comply with Use Policy.

In the event that we determine, in our sole discretion, that your use of FREE DOMAIN is or may be harmful to us or to third parties or violates any law or regulation, including without limitation that you have engaged in any of the conduct described in Section 10.3, we reserve the right to disable the domain name provided to you through the service (by removing it from our DNS servers) and cease providing FREE DOMAIN to you with or without prior notice. In addition, your failure to adhere to our use policy constitutes a violation of this Agreement, and may also subject you to the penalties set forth in Section 11.4. Notwithstanding the foregoing, you will remain fully responsible for any content linked to, accessed through or transmitted through the domain name provided to you through FREE DOMAIN.

11. Term and termination

11.1. Initial Term and Termination.

The term of this Agreement will commence upon your agreement to be bound by this Agreement pursuant to Section 1 and will continue in full force and effect until terminated in accordance with this Section 11.1. This Agreement shall terminate on the earlier to occur of the following events: (i) voluntary termination by you for any or no reason pursuant to Section 1, (ii) termination by Dot TK for any or no reason (iii) voluntary termination by you in connection with a sale or transfer, pursuant to Section 11.3, of the domain name provided to you through FREE DOMAIN, or (iv) involuntary termination pursuant to Section 11.4 upon our determination that you have violated the terms of this Agreement. Dot TK reserves the unlimited right to amend this section as it, in its sole discretion, sees fit.

11.2. Renewal.

As long as you have remained in compliance with each of the terms of this Agreement from the date you agreed to be bound by this Agreement, including without limitation the minimum use requirements set forth in Section 10.1, we may elect in our sole discretion to (i) allow you to upgrade to the Plus Service at the prevailing applicable rate, (ii) automatically renew this Agreement for a term, determined by Dot TK, from such date (the "Renewal Period") and (ii) continue providing you with FREE DOMAIN subject to the terms and conditions of this Agreement (including a renewal of the registration of the domain name provided to you in connection with FREE DOMAIN).

11.3. Transferring Out of FREE DOMAIN.

You may transfer out of FREE DOMAIN at any time and for any reason, provided that you have complied with the terms of this Agreement through and including the date of your request to transfer out of the service. If we, in our sole discretion determine, that you have not complied with the terms of this Agreement, the transfer may be delayed or denied, and you may be subject to the penalties set forth in Section 11.4. To transfer out of the FREE DOMAIN you must complete the following steps: (i) upgrade your domain service to a Paid Domain Account, and (ii) update your Contact information and (iii) provide the required Domain Name Server information. After the successful completion of the update of your Paid Domain Account information, if you wish to change registrars, you may contact an alternate registrar to transfer your domain name to which may or may charge a transfer fee. This Agreement will terminate on the effective date of a transfer.

11.4. Violation of this Agreement.

By accepting this Agreement, you understand, acknowledge and agree that if we determine in our sole discretion that you have violated any of the terms of this Agreement, including but not limited to violations involving multiple domain name registrations, improper use of FREE DOMAIN, or providing false or incomplete registration information, we shall have the right, which may be exercised in our sole discretion, to terminate this Agreement and cease providing you with FREE DOMAIN. You further agree that in such event you will forfeit to us all of your right, title and interest in and to the domain name provided to you through FREE DOMAIN, and that we may hold, cancel,

sell, transfer or otherwise assign or dispose of such domain name at our sole discretion. In addition to your indemnification obligations set forth in Section 14.2 herein, in the event we determine that you have violated any of the terms of this Agreement, you will be responsible to us for any and all costs incurred by us in enforcing the terms of this Section 11.4.

11.5. Effect of Termination.

Unless we, in our sole discretion, elect otherwise, upon termination or expiration of this Agreement, (i) we will immediately cease to provide you with FREE DOMAIN (which will include deactivation of your e-mail account and deletion of any existing messages in your mailbox), and you may not access or attempt to access your FREE DOMAIN after such date, and (ii) we will not be liable to you or any third party for any termination of this Agreement. If we, in our sole discretion, elect to cease providing you with FREE DOMAIN for any or no reason pursuant to section 8.2, we may provide you with the opportunity to upgrade to one of our paid services or to transfer out of FREE DOMAIN. If you do not elect to upgrade or transfer, you will transfer to us all of your right, title and interest in and to the domain provided to you through FREE DOMAIN, and we may hold, cancel, sell, transfer or otherwise assign or dispose of such domain name at our sole discretion. All provisions of this Agreement that impose obligations continuing in their nature shall survive the termination of this Agreement, including without limitation Sections 6.4, 7.2, 14.2 and 14.3. You agree that we will not be responsible or liable to you or any third party for any loss or damage of any sort incurred as the result of any termination of this Agreement.

12. NO WARRANTIES.

ALL CONTENT, SERVICES AND PRODUCTS OF FREE DOMAIN AND EACH PORTION THEREOF IS PROVIDED "AS-IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO, ANY WARRANTY THAT FREE DOMAIN WILL MEET YOUR REQUIREMENTS, FREE DOMAIN WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT. YOUR USE OF FREE DOMAIN IS ENTIRELY AT YOUR OWN RISK. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, ASPECTS OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, ANY WARRANTIES WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. DISCLAIMERS.

WE PROVIDE LINKS TO WEB SITES SPONSORED BY PARTNERS AND OTHER THIRD PARTIES THROUGH FREE DOMAIN. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING SUCH WEB SITES NOR WILL WE BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY PRODUCTS, SERVICES OR OTHER MATERIAL THAT MAY BE SOLD, LICENSED, DISTRIBUTED OR PROMOTED ON SUCH WEB SITES OR IN ANY MANNER FOR ANY CONTENT ON SUCH WEB SITES.

WE SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS, INJURY, DAMAGE, OR OTHER CLAIMS ARISING OUT OF OR RELATED TO: (I) YOUR PURCHASE, LICENSE OR USE OF ANY PRODUCTS, SERVICES OR OTHER MATERIAL THAT MAY BE SOLD, LICENSED, DISTRIBUTED OR PROMOTED BY OR THROUGH ANY OF OUR PARTNERS OR OTHER COMPANIES; (II) THE BUSINESS AND/OR OTHER ACTIVITIES OF ANY OF OUR PARTNERS OR OTHER COMPANIES; (III) YOUR INABILITY, FOR WHATEVER REASON, TO TRANSACT BUSINESS WITH AND/OR ACCESS ANY OF OUR PARTNERS OR OTHER COMPANIES; AND (IV) THE NEGLIGENCE, MISREPRESENTATION AND/OR OTHER CONTRACT, STATUTORY, TORT AND/OR OTHER LIABILITY OF ANY KIND OF ANY OF OUR PARTNERS OR OTHER COMPANIES TO YOU OR ANY THIRD PARTY.

WE WILL NOT BE HELD LIABLE UNDER ANY CIRCUMSTANCES OR IN ANY EVENT FOR ANY DIRECT, INDIRECT, ECONOMIC, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF GOODWILL OR LOST PROFITS ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF FREE DOMAIN OR YOUR INABILITY TO USE FREE DOMAIN, OR ARISING OUT OF THE PURCHASE, LICENSE OR USE OF ANY PRODUCTS OR SERVICES

PROVIDED BY OR THROUGH ANY OF OUR PARTNERS OR OTHER COMPANIES, INCLUDING WITHOUT LIMITATION ANY AND ALL LIABILITY ARISING FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, AND ANY OTHER STATUTORY, CONTRACT, TORT AND/OR OTHER LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WE BE HELD LIABLE OR OBLIGATED IN ANY MANNER TO YOU OR ANY THIRD PARTY FOR ANY AMOUNT IN EXCESS OF THE SUM OF ONE EURO (€ 1.00).

WE DO NOT REPRESENT OR WARRANT THAT FREE DOMAIN WILL OPERATE WITHOUT DEFECTS, INTERRUPTION, OR ERROR-FREE, THAT FREE DOMAIN AND THE SERVERS THAT IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPUTER HARDWARE, SERVERS, SOFTWARE, TRANSMISSION SERVICES AND/OR OTHER THIRD PARTY PRODUCTS OR SERVICES OF ANY KIND AND YOU ASSUME ALL RISKS IN CONNECTION THEREWITH. THIS SECTION ALLOCATES THE RISKS BETWEEN THE PARTIES INVOLVED AND IS REFLECTED IN THE ECONOMIC TERMS OF THIS AGREEMENT WHICH IS AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES AND WILL BE EFFECTIVE NOTWITHSTANDING THE FAILURE OF PURPOSE OF ANY ESSENTIAL AND/OR OTHER REMEDY HEREIN. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, ASPECTS OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. Miscellaneous.

14.1. General Internet Monitoring and Blocking.

We do not accept advertising on FREE DOMAIN for sexually explicit products or services nor those promoting racial, ethnic or social hatred. However, we have no control over the Internet as a whole. Should you wish to block certain material from appearing in your Internet browser when you or other members of your family are online, we encourage you to investigate blocking software that you may purchase and install on your own computer or device for such purpose so long as such software does not otherwise interfere with the viewer displayed when your domain name is accessed by you or a third party or any functionality provided to you as part of FREE DOMAIN.

14.2. Indemnity.

You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, agents, co-branders and other partners, and employees, harmless from any liability, cost, claim, demand or expense (including reasonable attorney's fees and costs incurred by us in responding to a claim asserted by a third party) due to or arising out of (i) your use of FREE DOMAIN, (ii) your failure to fulfill your online contractual commitments with third parties, (iii) your participation in promotions with advertisers, (vi) your failure to comply with any laws and regulations or your violation of any person's rights, including intellectual property rights, through your use of FREE DOMAIN or otherwise or (v) any breach by you of any of the terms of this Agreement.

14.3. Confidentiality.

You acknowledge that FREE DOMAIN and all non-public underlying ideas, algorithms, concepts, procedures, processes, principles, know-how, methods of operation, designs, programming techniques, source codes (including all underlying intellectual property) and input data formats and structures are trade secrets, confidential information and proprietary information of ours (collectively referred to as "Confidential Information"). You agree to keep the Confidential Information confidential and except as explicitly prescribed in this Agreement, you agree not to use, duplicate, disclose or distribute any Confidential Information, directly or indirectly, to any person.

14.4. Resale.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of FREE DOMAIN, use of FREE DOMAIN or access to FREE DOMAIN.

14.5. Notices.

Except as otherwise specifically provided herein, all notices required to be delivered by you must be sent to BV Dot TK, P.O. Box 11774, 1001 GT Amsterdam, Netherlands and we may send notices to you (i) by sending you an e-mail message to the e-mail address you provided to us upon registration for FREE DOMAIN, (ii) by sending you an e-mail message to your Dot TK e-mail account or (iii) by mail to the address you provided to us upon registration. Notices will be deemed to be received upon proof of delivery (if by e-mail) or one week after we mail our notice to you.

14.6. Applicable Law;

Venue. This Agreement shall be construed and interpreted in accordance with the laws of the Netherlands applicable therein without reference to conflicts of law principles. The exclusive jurisdiction and venue of any legal action brought with respect to this Agreement and the interpretation or making of it, shall be the courts of the Netherlands and we both submit to the exclusive jurisdiction and venue of such courts for such purposes.

14.7. Assignment and Transfer.

You may not assign, transfer or delegate any portion of this Agreement without our prior written consent, which consent may be withheld by us for any reason. Any assignment, transfer or delegation in violation of this paragraph 14.7 will be null and void ab initio. We may assign, transfer or delegate any portion of this Agreement provided that any such assignee, transferee or delegatee shall be bound by the information use restrictions contained in Section 9 herein.

14.8. Waiver

No waiver of any provision of this Agreement shall be binding on either of us unless it is in writing. A waiver by either of us of any provision of this Agreement shall not be deemed to waive the same provision thereafter or any other provision of this Agreement at any time. If any provision or part of any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or portions thereof, shall not be in any way affected or impaired thereby.

14.9. Other.

The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. All references to currency are to Euro. Words or abbreviations, which have well known or trade meanings, are used herein in accordance with their recognized meanings. The words "include", "includes" or "including" shall mean "include without limitation", "includes without limitation" and "including without limitation" respectively.

14.10. Entire Agreement

Amendment. You acknowledge and agree that you have read and understand all the provisions contained in this Agreement. This Agreement constitutes the entire agreement between us pertaining to all the matters herein and supersedes all prior agreements, understandings, and discussions in respect thereof, whether oral or written, express or implied. You may not amend this Agreement without our prior written approval. We may amend this Agreement as provided in Section 1. You acknowledge and agree that to the extent that this Agreement conflicts with, or is inconsistent with any provision contained in any invoice, document, e-mail or agreement provided by you to us, the provisions of this Agreement shall prevail. We expressly reserve any rights not expressly granted by us herein.