

Domain Registration Contract

1. Definitions.

a. "Customer" refers to the person or organization purchasing the Domain name. The Customer is a party to this agreement.

b. "Registrar" refers to **ManilaHosting.net**, an ICANN-accredited Registrar which registers .COM, .NET, and .ORG Top Level Domains (TLDs) under the brand name "**MH Communication Services**". **MH Communication Services** is a party to this agreement. **ManilaHositng.net** registers it's customer domains through **MH Communication Services**.

c. "Registry Administrator" refers to the administrator of the shared domain registry. The Registry Administrator is **GoDaddy.com**, whose actions are overseen by ICANN.

d. "Domain" refers to a second-level domain of the DNS, which is being registered via this agreement.

- 2. Effective Date.** This agreement, between Customer and Registrar, commences on the date that Customer requests registration of a Domain, or on the date that Customer makes payment of registration fees for a Domain, whichever is later. This agreement applies separately to each Domain registered by Customer.
- 3. Responsibilities of Registrar.** It is the responsibility of Registrar to register the Domain by submitting the Domain, nameserver information, and other information necessary for the creation and maintenance of the Domain, to the Registry Administrator. It is also the responsibility of Registrar to bill Customer for registration fees, to maintain contact information for Customer, and to provide to Customer a means of updating contact information and nameserver information for the Domain.
- 4. Responsibilities of Customer.** When registering the Domain, Customer must submit accurate and reliable contact details and promptly correct and update them during the term of the Domain registration, including:
- Customer's full name, postal address, e-mail address, voice telephone number, and fax number if available; and, in the case that the Customer is an organization, association, or corporation: the name of authorized person for contact purposes.
 - Customer acknowledges that willfully providing inaccurate or unreliable contact information, or failure to promptly update information, or failure to respond for over fifteen calendar days to inquiries by Registrar concerning the accuracy of Customer data shall constitute a material

breach of this agreement and will be sufficient basis for cancellation of the domain registration.

5. **Customer Representations.** Customer represents that, to the best of their knowledge and belief, neither the registration of the Domain nor the manner in which it is directly or indirectly used infringes on the legal rights of any third party.

If Customer intends to license use of the Domain to a third party, Customer is nonetheless the Domain owner of record, and is responsible for providing its own full contact information and providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Domain. Customers licensing use of a Domain according to this provision shall accept liability for harm caused by wrongful use of the Domain, unless Customer promptly discloses the identity of the licensee to a party providing reasonable evidence of actionable harm.

Customer agrees that registration of the Domain shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any Registrar or Registry procedure not inconsistent with an ICANN-adopted policy, (1) to correct mistakes by any Registrar, the Registry, or the Registry administrator in registering the name, or (2) for the resolution of disputes concerning the Domain.

6. **Payment and Term.** Customer agrees to pay **\$15** per year for each domain registered by Customer. Customer acknowledges that domains are not reserved or registered until payment is received, and that all domain registration fees are non-refundable. The initial period of this agreement is ONE (1) year, and will be renewed yearly upon payment of the then-current yearly registration fee. Customer will be given 30 days notice prior to expiration of Domain registration in which to submit payment. If Domain registration fees are not paid within the 30 days prior to registration expiration, the Domain will be subject to deactivation and/or termination by the Registry Administrator.
7. **Ownership.** The person or organization listed as the organizational contact at the commencement of this agreement will be considered the "owner" of the domain name. Although Registrar will accept changes to Domain contact information via Customer's control panel, Registrar's record of the Domain "owner" can only be changed via the following procedure. To transfer ownership of the Domain to another party, the Customer must pay all outstanding registration fees, and submit a written letter to Registrar that describes their intent to relinquish ownership of the Domain to another party. The new Domain owner must submit a written letter to Registrar that indicates their acceptance of the terms of this agreement. The new Domain owner must also pay a transfer of registration fee.
8. **Chargeback's.** In the event that payment for the Domain is revoked (for example, due to fraudulent credit card or bounced check), the Domain will be

immediately deactivated, and ownership of the Domain will be immediately transferred to Registrar without prior notice to Customer. A \$360 penalty will be assessed, which must be paid in full by cashier's check before Domain ownership is returned to Customer. The choice to accept payment and reactivate the Domain will be left at the sole discretion of the Registrar.

9. **Domain Name Dispute Resolution Policy.** Customer agrees to be bound to Registrar's Domain Name Dispute Resolution Policy.

10. **Value-Added Services.** Several value-added services are provided, including URL Forwarding, Email Forwarding, and various DNS services. These services are complimentary and are provided independently of domain registration. **ManilaHosting.net** reserves the right to deactivate or disable these services (temporarily or permanently, at our option) for any reason, including, but not limited to: illegal activity, soliciting the performance of any illegal activity, conducting any activity which infringes on the rights of **ManilaHosting.net** or any third party, or sending of mass unsolicited email (SPAM).

11. **Disclaimer of Warranties.** EXCEPT AS SET FORTH HEREIN, REGISTRAR AND CUSTOMER EACH EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Indemnification.** Customer and Registrar each agree to indemnify, defend and hold harmless the other from and against any third party claim, action, suit, or proceeding arising out of the inaccuracy of any respective representation stated in above. Such indemnity shall apply to all losses, damages, liabilities, and reasonable attorney's fees and costs incurred by the party receiving the benefit of this paragraph.

Customer shall indemnify and hold harmless the Registry and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the Domain registration.

13. **Limitations on Liability.** Except for each party's respective indemnity obligations, in no event shall either party be liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits, arising out of or in connection with this Agreement.

14. **Miscellaneous Provisions.**

a. For the adjudication of disputes concerning or arising from use of the Domain, Customer shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of Customer's domicile, and (2) Pasig City, Metro-Manila Philippines. The prevailing party in any action will be entitled to reasonable attorney's fees and costs.

b. If any provision of this Agreement is held to be unenforceable for any

reason, the remaining provisions shall remain in full force and effect.

- c.** The waiver of any breach of this Agreement will not operate as a waiver of any other or subsequent breach.
- d.** This Agreement, including the Domain Dispute Policy, constitutes the entire understanding and agreement between Registrar and Customer. This Agreement may only be amended in writing acknowledged by both parties.
- e.** The parties to this Agreement are independent contractors, and no agency, partnership, joint venture, or employer-employee relationship is intended or created. Neither party shall have the power to obligate or bind the other.
- f.** Any notices required or permitted hereunder may be given by electronic mail or fax if receipt is confirmed by the recipient, or if the notice is also sent by first class mail. Notice will be deemed given on the date the electronic mail is sent.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

Printed Name: _____,

Company Name: _____,

Domain Name: _____,

_____ Date _____

(Signature)

On behalf of **ManilaHosting.net** (authorized signature)

Printed Name: _____

_____ Date _____

(Signature)