



**Click IT  
Solutions**  
Simply Click It

## WEB HOSTING, DOMAIN NAME & BACKUP AGREEMENTS

Updated 1<sup>st</sup> DEC, 2008

### **Current addresses and locations of our operations:**

***United States of America*** -: 7511 Plantation Blvd, Miramar, Florida, 33023, USA

***Jamaica, Caribbean*** -: 569 East Chedwin, Greater Portmore, Portmore, St. Catherine, Jamaica, P.O.

Click IT Solutions control and operate its Services from its offices within the United States and The Caribbean, specifically Jamaica. Click IT Solutions makes no representation that the Products or Services, accessed through our website are appropriate or legally available for use in other countries. Those who choose to access the Products, Services, or the website from other countries do so of their own volition and are responsible for compliance with applicable local laws.

Individuals, organizations, and businesses located in countries subject to United States or Jamaica's embargoes as well as any person, listed on the U.S. Treasury Department's list of Specially Designated Nationals, or listed on U.S. Commerce Department's Table of Denial Order or Entities List may not enter into agreements associated with the Products or Services available from Click IT Solutions. By placing your order with Click IT Solutions, you acknowledge that you are not such a person, organization or business.

### **HOSTING AND DNR AND BACKUP SERVICES AGREEMENT**

This Web Hosting and DNR and Backup Services Agreement ("Agreement") is between the party placing the order for the Services (as defined below) or on whose behalf such order is placed by its authorized representative (the "Customer") and Click IT Solutions ("Click IT Solutions") and governs the hosting, related internet connectivity and/or other services (including, without limitation, Software as a Service "Web2.0 SaaS Hosted Service", domain name registration services ("DNR Services") and data backup and storage services (the "Backup Services")) (collectively, the "Services") specified in the order form completed by or on behalf of Customer in connection herewith (as the same may be amended and supplemented from time to time by the parties hereto, the "Service Order"), which Service Order is incorporated herein by this reference.

1. Click IT Solutions shall provide the Services as set forth herein and Customer shall pay the fees for the Services as specified on the Service Order. Payment is due for the initial term of the Services (as specified on the Service Order) when Customer places the order, and payment is due for each renewal term of the Services on the date specified in the applicable renewal notice from Click IT Solutions (each, the "Due Date"). Amounts unpaid after the applicable Due Date shall accrue interest at the lesser of 2.5% per month and the maximum lawful rate ("Interest Rate"). Click IT Solutions reserves the right to suspend or terminate Services to any account in payment default, which suspension or termination (irrespective of its cause) shall not relieve Customer of its obligation to pay the fees for the Services. Click IT Solutions refund policy can be found at [http://www.clickitcaribbean.com/sla/refunds\\_policy](http://www.clickitcaribbean.com/sla/refunds_policy)

2. This Agreement shall be effective as to the parties hereto upon Customer's acceptance of the terms hereof pursuant to the instructions set forth in on-line Services ordering process (the "Effective Date") and shall continue to the Expiration Date (as defined below). Unless (i) earlier terminated in accordance with the terms hereof, (ii) otherwise renewed for a specific renewal term, (iii) other than with respect to DNR Services or Backup Services, Customer has given Click IT Solutions written notice of termination within 14 days following the date of Click IT Solutions renewal notice regarding the Services or (iv) Click IT Solutions has given Customer written notice of termination, this Agreement shall renew and continue in effect for a renewal term equivalent in length to the term just ended (unless otherwise requested in writing by Customer) at Click IT Solutions then-current price for such term length for the Services as set forth in the applicable renewal notice from Click IT Solutions.

"Expiration Date" means the last day of the service term for which any Services are ordered (as per the applicable Service Order), with such service term being measured for purposes of this definition from the date Click IT Solutions first makes the Services available for use by the Customer ("Commencement Date"), as extended by any

renewal term.

Any notice of termination must be given to Click IT Solutions by providing the appropriate data to the Account Department via online form at <http://www.clickitcaribbean.com/en/contact-us.html>

3. As part of the Services (other than DNR Services or Backup Services), Click IT Solutions provides servers, the associated operating system and other applicable software, equipment used for Internet connectivity and required space in Click IT Solutions delivery center and/or our partners datacenter (collectively, the "Equipment"). Click IT Solutions acts solely as a provider or "reseller" of the Equipment it uses to provide the Services, which have been manufactured or otherwise provided by a third party. Customer's sole remedies for any malfunction or defect in the Equipment are the Service Level Agreements described in Section 11 below. Click IT Solutions will perform the initial configuration of the Equipment and such maintenance and support Services as are specified on the Service Order. Click IT Solutions will occasionally perform maintenance services which Customer acknowledges may require Equipment downtime, and in such event Click IT Solutions will attempt to provide prior notice of such downtime. Customer shall supply (and shall cause its third-party suppliers to provide) Click IT Solutions with such reasonable assistance as Click IT Solutions requires in order provide Service. Customer is solely responsible for all other services not specified on the Service Order, which may include, without limitation, the management, administration and support of Customer's solutions and the software that is part of the Equipment once it is installed by Click IT Solutions. In addition, Customer acknowledges and agrees that while Click IT Solutions may perform certain backups as part of its internal operations with respect to the Services, such backups are not meant to be a complete disaster recovery solution for Customer and, as such, Customer is solely responsible for backup of its solution and data residing on the Equipment.

4. Click IT Solutions shall have no obligation to provide support and no liability for any interruption or deficiency in the Services resulting from (a) tampering or alteration of the Equipment by persons not authorized, or in a manner not explicitly required, by Click IT Solutions or (b) the function or malfunction of hardware or software not supplied by Click IT Solutions. Customer shall promptly report all alterations to Equipment or software initiated or implemented by persons not explicitly required by Click IT Solutions and shall promptly implement any corrective procedures required by Click IT Solutions. Click IT Solutions exercises no control over, and specifically rejects any responsibility for, the content, accuracy or quality of information passing or obtained through or resident on the Equipment. Use of any information obtained via the Equipment is strictly at Customer's own risk.

5. Customer and those using the Services through Customer shall at all times comply with the then-current version of Click IT Solutions Software User Policy specified at [www.clickitcaribbean.com](http://www.clickitcaribbean.com) ("SUP"), which is incorporated into and made a part of this Agreement. Click IT Solutions may amend the SUP from time to time, which amendments shall be effective upon their posting at such website. Click IT Solutions may take any of the preventative or corrective actions specified in the SUP, up to and including suspension of the Services or termination of the Agreement, which suspension or termination shall not relieve Customer of its obligation to pay the fees for the Services. Customer acknowledges and agrees that Click IT Solutions will provision the Services hereunder subject to its Privacy Policy, as amended from time to time, a copy of which is available at [www.clickitcaribbean.com](http://www.clickitcaribbean.com). Because Click IT Solutions acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)); Customer is solely responsible for complying with such statutes, rules and regulations.

6. Customer shall indemnify, defend and hold harmless Click IT Solutions and its affiliates from and against any claims, causes of action, losses, damages, costs or expenses (collectively, "Claims") arising out of or relating to use by or through Customer of the Services in any way, including any breach of the SUP.

7. Click IT Solutions reserves the right to monitor Customer's bandwidth and/or disk usage and to utilize technology to limit such usage to ordered amounts and/or to charge Customer for any excessive usage. Click IT Solutions further reserves the right to suspend access to Customer's website, script or other application in the event Click IT Solutions reasonably believes that such website, script or other application is the cause of interruptions in Click IT Solutions ability to provide services to other customers, which suspension or termination shall not relieve Customer of its obligation to pay the fees for the Services. In the event of any such suspension, Click IT Solutions will notify Customer as soon as practicable so that Customer may take remedial action in order to regain access to its website, script or other application. Customer acknowledges and agrees that in an effort to control spam (i) Click IT Solutions may utilize certain technologies to block incoming and outgoing email which Click IT Solutions determines, in its sole discretion, may be spam, (ii) Click IT Solutions servers will not accept connections from unsecured systems (including, without limitation, open relays, open proxies, open routers or any other system that has been determined to be available for unauthorized use), (iii) Click IT Solutions may, in its sole discretion, reject connections from systems that use dynamically assigned or residential IP addresses, and (iv)

Click IT Solutions may, in its sole discretion, reject connections from any IP address that does not have reverse DNS (a PTR record).

8. SUBJECT TO SECTION 11 BELOW, Click IT Solutions MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR EQUIPMENT; AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Click IT Solutions shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, labour disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. Either party may terminate this Agreement if the failure or delay of performance caused by such event of force majeure continues for a continuous period of 10 business days.

9. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUE, DATA OR USE OF SERVICES BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole remedies for any Claims relating to the Services are set forth in Section 11. In no event shall Click IT Solutions and its affiliates' aggregate, collective liability for any Claims (including negligence or otherwise), exceed the amount paid by Customer for the Services during the 12-months preceding the date the Claim occurred or arose.

10. Any Internet Protocol addresses ("IP Addresses") assigned to Customer by Click IT Solutions in connection with the Services (i) shall be used only in connection with the Services and (ii) will require Click IT Solutions to disclose certain Customer contact information to the applicable registry for Internet numbers. If for any reason Customer discontinues use of the Services or this Agreement terminates, Customer's right to use the IP Addresses shall terminate. Click IT Solutions may change the IP Addresses upon 30 days' written notice to Customer.

11. The Service Level Agreements ("SLAs"), if any, for the Services, which are incorporated into this Agreement and include commitments with respect to certain availability of the Services, are set forth at <http://www.clickitcaribbean.com/saas/sla> and set forth Customer's sole and exclusive remedies for Claims relating to the Services.

12. Customer acknowledges that all right, title and interest in any and all technology, including the software, that is part of or provided with the Services and any trademarks or service marks of Click IT Solutions or third parties utilized in connection with the Services (collectively, "Click IT Solutions Intellectual Property") are vested in Click IT Solutions and/or in Click IT Solutions licensors. Unless otherwise specifically provided in this Agreement, Customer shall have no right, title, claims or interest in or to the Click IT Solutions Intellectual Property. Customer may not copy, modify or translate the Click IT Solutions Intellectual Property or related documentation, or decompile, disassemble or reverse engineer the Click IT Solutions Intellectual Property, to use it other than in connection with the Services, or grant any other person or entity the right to do so. Click IT Solutions may not use Customer's name, trademarks, trade names or other proprietary identifying symbols without the prior written consent of Customer, except that, unless otherwise specified on the Service Order Click IT Solutions may use Customer's name on a list of sample customers for marketing purposes.

13. This Agreement shall be binding upon and inure to the benefit of Customer, Click IT Solutions and Click IT Solutions successors and assigns. Customer may not assign this Agreement without the prior written consent of Click IT Solutions, which consent will not be unreasonably withheld or delayed.

14. The validity, interpretation, enforceability and performance of this agreement shall be governed by and construed in accordance with the laws of the State of Florida, Colorado, and Jamaica without regard to conflicts or choice of laws.

15. This Agreement may not be amended by Customer except upon the written consent of Customer and an officer of Click IT Solutions. Customer agrees that (i) this Agreement may be amended by Click IT Solutions from time to time and (ii) any such amendments will be binding and effective immediately upon Click IT Solutions notification to Customer via (i) an email to Customer's current contact information in Click IT Solutions records or (ii) via Customer's Control Panel for the Services, if applicable. The continued use of any Services shall constitute Customer's acceptance of any such amendments. IF CUSTOMER DOES NOT ACCEPT ANY SUCH AMENDMENTS, CUSTOMER'S SOLE REMEDY SHALL BE TO REQUEST THAT THE AFFECTED SERVICES BE DISCONTINUED, OR WITH REGARD TO DNR SERVICES, THAT THE DOMAIN NAME REGISTRATION BE CANCELLED OR TRANSFERRED TO A DIFFERENT DOMAIN NAME REGISTRAR. In order to request the discontinuance of affected Services, Customer must (i) send a cancellation request to the Click IT Solutions email cancellation address provided in Section 2 herein within 10 days of the date the email is sent by Click IT Solutions or the date notification is posted

on Customer's Control Panel, and (ii) pay all accrued but unpaid fees for the Services rendered to the date of cancellation.

16. All notices from Click IT Solutions shall be deemed received by Customer when sent by Click IT Solutions to Customer's current email or fax contact on record or posted on Customer's Control Panel. Customer is solely responsible for ensuring that its contact information is kept up-to-date.

17. Customer consents to Click IT Solutions activation of a default "Welcome Page" which may appear when an Internet user requests Customer's registered domain name or website. This Welcome Page welcomes the user to Customer's temporary home page and may link to Click IT Solutions websites, advertising and/or Internet search tools. The Welcome Page may appear unless and until Customer posts Customer's own content or changes the Welcome Page via the account's Control Panel.

18. This Agreement (including the Service Order(s) to which it relates) supersedes all previous and contemporaneous written and oral representations, understandings or agreements related to the Services set forth on the related Service Order(s). The terms of this Agreement shall control inconsistencies between this Agreement and any Service Order. The rights and obligations in this Agreement of the Parties which would be, by their nature or content, intended to survive the expiration or termination of this Agreement shall so survive. It is the explicit intention of the Parties that there are no third-party beneficiaries to this Agreement. No failure or delay on the part of either party to exercise, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law. No determination by a court of competent jurisdiction that any term or provision of this Agreement is invalid or otherwise unenforceable shall operate to invalidate or render unenforceable any other term or provision of this Agreement and all remaining provisions shall be enforced in accordance with their terms.

19. This Section contains additional terms and conditions that, together with the foregoing provisions of this Agreement, govern Customer's purchase and use of the DNR Services, if any, that have been ordered by Customer on the applicable Service Order. DNR Services Terms

a. DNR Services. Click IT Solutions has selected a third party accredited registrar, Melbourne IT Limited ("MelbIT") to provide domain name registration services. Customer agrees that the following terms relating to domain name registration services ("DNR Services") constitute an agreement not only between Customer and Click IT Solutions, but also directly between Customer and MelbIT. The term "register" or "registration," as used in this Agreement, shall be read to include any initial registration, renewal or transfer of a domain name.

b. Acceptance of Applications. Click IT Solutions and MelbIT reserve the right to reject any domain name registration application for any reason. Customer agrees that neither Click IT Solutions nor MelbIT shall be liable for any loss or damage that may result from such rejection. All fees are non-refundable, in whole or part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term. Click IT Solutions reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered until Click IT Solutions receives actual payment of the initial registration fee, and has confirmed Customer's registration in an email from Click IT Solutions to the email address for the Administrative Contact indicated in Customer's registration application and/or file.

c. Representations and Warranties. Customer represents and warrants that (i) neither the registration of the domain name nor the manner in which it is directly or indirectly used shall infringe the legal rights of any third party; (ii) all information provided in connection with any domain name registration is and shall remain accurate; and (iii) that Customer's registration and use of domain names will at all times be consistent with all applicable laws.

d. Dispute Policy. Customer agrees to be bound by the current Dispute Policy ("Dispute Policy") and the Dispute Policy procedures, incorporated by reference herein, for any dispute relating to a domain name registered through Click IT Solutions. Customer understands that the Dispute Policy may change from time to time and agrees that maintaining the registration of a domain name after such changes or modifications to the Dispute Policy become effective constitutes Customer's acceptance of these changes or modifications. Without prejudice to other potentially applicable jurisdictions, Customer submits to the jurisdiction of the courts as provided in the Dispute Policy. The current version of the Dispute Policy may be found at <http://www.melbourneit.com.au/policies/gtlddispute.php3>, together with the corresponding dispute resolution procedures and rules ("Dispute Rules"), which may be found at <http://www.melbourneit.com.au/policies/gtldrules.php3>.

e. Fees and Payment. Customer agrees that all payment obligations relating to any domain name registration are exclusively between Customer and Click IT Solutions, including all costs and fees for moving or transferring such domain name. MelbIT shall not be liable for any refund or other payment to Customer in connection with the provision of registration services.

Customer will be notified when renewal fees are due. Click IT Solutions will renew Customer's domain name for Customer provided Customer's credit card is available and up to date, unless Customer instructs Click IT Solutions otherwise within the time specified in the renewal notice sent by Click IT Solutions. Any failure to follow all required procedures shall be at Customer's sole risk.

f. Cancellation; Reinstatement. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by Click IT Solutions) in connection with the payments of the registration fees or renewal for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to Click IT Solutions as the paying entity for that registration to the registry and that Click IT Solutions reserves all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. Click IT Solutions will reinstate Customer's domain name registration solely at Click IT Solutions discretion, and subject to the domain name's availability, Click IT Solutions receipt of the initial registration or renewal fee, and Click IT Solutions then-current reinstatement fee.

g. Required Information. As part of the registration process, Customer will be required to provide certain information, including without limitation contact information such as Customer's full name, postal address, email address, telephone number and fax number, if available ("Personal Information"). Customer agrees to update this information promptly as needed to keep it current, complete and accurate, and to add such additional information as Click IT Solutions or MelbIT may reasonably require from time to time. Customer may access Customer's Personal Information and/or domain name registration information to review, modify or update such information through the domain name management tools Click IT Solutions provides on Customer's Control Panel.

CUSTOMER AGREES THAT CUSTOMER'S WILLFUL PROVISION OF INACCURATE OR UNRELIABLE INFORMATION, WILLFUL FAILURE PROMPTLY TO UPDATE INFORMATION PROVIDED TO CLICK IT SOLUTIONS OR MELBIT OR FAILURE TO RESPOND FOR MORE THAN FIFTEEN (15) CALENDAR DAYS TO INQUIRIES CONCERNING THE ACCURACY OF CONTACT DETAILS ASSOCIATED WITH ANY REGISTRATION SHALL CONSTITUTE A MATERIAL BREACH JUSTIFYING CANCELLATION OF SUCH REGISTRATION.

h. Use of Personal Information. Customer agrees and acknowledges that MelbIT and Click IT Solutions will share Personal Information with each other, with the Internet Corporation for Assigned Names and Numbers ("ICANN"), with registry administrator(s), and with other third parties as ICANN and applicable laws and/or policies may require or permit. Customer further agrees and acknowledges that Click IT Solutions and/or MelbIT shall be permitted (and in some cases may be required) to make the Personal Information publicly available, or directly available to third party vendors, for purposes of inspection (such as through WHOIS service), targeted marketing or other purposes as required or permitted by ICANN and applicable laws and/or policies. Customer hereby elects not to have Personal Information concerning its domain name registration available in a bulk access database.

Each of Click IT Solutions and MelbIT agrees that it will not process data about any identified or identifiable natural person that it obtains from Customer in a way incompatible with the purposes and other limitations described in this agreement, and will take reasonable precautions to protect the information it obtains from Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction.

i. Third Party Information. In the event that Customer provides information about a third party in the course of any registration, Customer hereby represents and warrants that Customer has (i) provided notice to that third party of the disclosure and use of the party's information, and (ii) obtained that third party's express consent to the disclosure and use of that party's information as set forth herein. If Customer is registering a domain name for someone else, Customer represents and warrants that Customer has the authority to bind that person as a principal to all terms and conditions herein, including the Dispute Policy. If Customer licenses or otherwise permits third parties to use the domain name, Customer will remain the responsible contracting party hereunder and the domain name holder of record, and will be responsible for all obligations under this agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both Customer's own full contact information and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

j. Changing Registrars. Under governing ICANN policies, domain name registrations may not be transferred to another registrar within sixty (60) days of initial registration. In addition, a transfer of a domain name registration to another registrar will be subject to the applicable registry's transfer policies.

k. Change of Ownership. If Customer wishes to transfer any domain name to another person or entity, Customer may request ownership transfer services by requesting a domain name ownership transfer through links provided in the support section of Click IT Solutions website at [www.clickitcaribbean.com](http://www.clickitcaribbean.com). Customer acknowledges and agrees that as a condition of any such transfer of ownership, the entity to which the domain name is transferred shall agree to be bound by all terms and conditions herein, the Dispute Policy and its accompanying rules and procedures, and all then-current MelbIT, ICANN, or Click IT Solutions policies relating to domain name registration, including payment of fees for the domain name registration for a term of at least one year and other fees assessed by Click IT Solutions.

l. Breach and Revocation. Each of Click IT Solutions and MelbIT reserves the right to suspend, cancel, transfer or modify any domain name registration immediately: (i) in the event Customer breaches any provision of this Agreement (including the Dispute Policy); (ii) as required or permitted by the Dispute Policy or any ICANN or registry policy or procedure; (iii) to correct any errors by MelbIT, or any other registrar or the registry administrator; (iv) in order to resolve disputes concerning the domain name; or (v) in response to an order from a court of competent jurisdiction, or arbitration award.

m. Domain Name Registrar Transfers. If Customer is transferring a domain name from a different domain name registrar of record to Click IT Solutions and MelbIT, the following terms shall apply: In making the transfer request, Customer represents and warrants that: (i) Customer is the rightful holder of the registration for the domain name(s) to be transferred; (ii) Customer is not in default with respect to any obligations owed to the current registrar of record; (iii) Customer is not the subject of any pending bankruptcy proceeding; (iv) the domain name(s) are not currently the subject of any dispute or collection effort, including any attachment, levy, lien, garnishment, escrow or other proceedings; (v) Customer is legally authorized to request the transfer; and (vi) more than 60 days have passed since the domain name(s) was registered, transferred to a new registrar, or renewed. Customer agrees that neither Click IT Solutions nor MelbIT will have any responsibility for any obligations owed to the current registrar of record for the domain name(s) transferred, and Customer will be responsible for any costs that Click IT Solutions or MelbIT may incur in resolving any claims brought by any third party (including the current registrar of record) relating to this transfer. Subject to the disclaimer of liability below, Customer hereby authorizes Click IT Solutions and MelbIT to take all actions reasonably necessary to transfer the domain name(s), including contacting the current registrar of record and the registry.

n. Domain Name Search Process. Click IT Solutions endeavours to make the domain name availability search process reliable; however, Click IT Solutions does not guarantee availability of domain names or the accuracy or security of the WHOIS system. The registration process is not complete until the domain name requested by Customer has been registered in Customer's name with the appropriate registry. Because there are delays in the actual registration of a domain name with the appropriate registry, Click IT Solutions is not responsible if domain names requested by Customer are actually registered to third parties.

o. CO.UK Domain Names. If Customer has applied to register a .CO.UK domain name, Customer must also agree to NOMINET UK's terms and conditions, currently posted at <http://www.nominet.org.uk/nominet-terms.html>.

p. Disclaimer of Liability. To the extent permitted by law, Customer agrees that neither Click IT Solutions nor MelbIT, nor any of their respective suppliers or service providers, has any liability to Customer for any loss Customer may incur in connection with the processing of any registration or the transfer thereof to another registrar, or the processing of any authorized modification to the domain name's record during the covered period, or the failure by the Customer's agent to pay either the registration fee or renewal fee, or as a result of the application of the provisions of the Dispute Policy.

q. Indemnity. In addition to any indemnification obligation that Customer may owe to Click IT Solutions hereunder, Customer agrees to indemnify, keep indemnified and hold MelbIT and any registry administrator, and their respective directors, officers, employees and agents, harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Customer's domain name registration or to Customer's use of the domain name.

CUSTOMER AGREES THAT THE DOMAIN NAME REGISTRATION SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. Click IT Solutions, MELBIT AND EACH OF THEIR RESPECTIVE SUPPLIERS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Click IT Solutions, MELBIT AND EACH OF THEIR RESPECTIVE SUPPLIERS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT THE DOMAIN NAME REGISTRATION SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES Click IT Solutions, MELBIT OR ANY OF THEIR RESPECTIVE SUPPLIERS OR SERVICE PROVIDERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF

THE REGISTRATION SERVICES. WITHOUT ANY LIMITATION TO THE FOREGOING, Click IT Solutions, MELBIT AND EACH OF THEIR RESPECTIVE SUPPLIERS AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL PROTECT CUSTOMER EITHER FROM CHALLENGES TO ANY DOMAIN NAME REGISTRATION OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO CUSTOMER.

NEITHER Click IT Solutions, MELBIT NOR ANY OF THEIR RESPECTIVE SUPPLIERS OR SERVICE PROVIDERS WILL BE LIABLE FOR 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 ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT Click IT Solutions, MELBIT'S AND THEIR RESPECTIVE SUPPLIERS' AND SERVICE PROVIDERS' ENTIRE AGGREGATE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, WITH RESPECT TO ANY REGISTRATION SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNTS PAID FOR SUCH SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Click IT Solutions and MelbIT's suppliers and service providers are hereby named as express third party beneficiaries with respect to any limitations on liability, disclaimers, indemnities, and other provisions that may limit any obligation that might otherwise be owed to Customer contained herein.

THE PARTY ACCEPTING THE TERMS OF THIS AGREEMENT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH AT THE WEBSITE FROM WHICH THE SERVICES ARE ORDERED REPRESENTS AND WARRANTS THAT (I) IT IS A DULY AUTHORIZED REPRESENTATIVE OF CUSTOMER WITH FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT AS OF THE EFFECTIVE DATE AND (II) NEITHER IT NOR CUSTOMER IS (A) LOCATED IN A COUNTRY SUBJECT TO U.S. EMBARGOES, (B) LISTED ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS, OR (C) LISTED ON THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS OR ENTITIES LISTS.

#### **HOSTING and BACKUP SERVICES**

- a. Backup Services. Click IT Solutions has partnered with a third party provider, Iron Mountain Information Management, Inc. ("IM") to provide Backup Services. Customer agrees that the following terms, in addition to the terms found at <http://www.ironmountain.com/us/legal> relating to Backup Services constitute an agreement not only between Customer and Click IT Solutions, but also directly between Customer and IM.
- b. Acceptance of Applications. Click IT Solutions and IM reserve the right to reject any Backup Services application for any reason. Customer agrees that neither Click IT Solutions nor IM shall be liable for any loss or damage that may result from such rejection. Click IT Solutions reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested Backup Services will not commence until Click IT Solutions receives actual payment of the initial fee.
- c. Representations and Warranties. Customer represents and warrants that (i) neither the PC Backup Services requested nor the manner in which it is directly or indirectly used shall infringe the legal rights of any third party; and (ii) all personal and identifying information provided by Customer is and shall remain accurate.
- d. Fees and Payment. Customer agrees that all payment obligations relating to any PC Backup Services are exclusively between Customer and Click IT Solutions. Customer will be notified when renewal fees are due. Any failure to follow all required procedures shall be at Customer's sole risk.
- e. Cancellation; Reinstatement. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by Click IT Solutions) in connection with the payments of the fees by Customer, Customer agrees and acknowledges that the Click IT Solutions or Iron Mountain may immediately terminate any and all Backup Services being provided to Customer. Click IT Solutions will reinstate Customer's Backup Services solely at Click IT Solutions discretion, and subject to Click IT Solutions receipt of the initial or renewal fee, and Click IT Solutions then-current reinstatement fee.
- f. Required Information. As part of the Backup Services, Customer will be required to provide certain information, including without limitation contact information such as Customer's full name, postal address, email address, telephone number and fax number, if available ("Personal Information"). Customer agrees to update this Personal Information promptly as needed to keep it current, complete and accurate, and to add such additional information as Click IT Solutions or IM may reasonably require from time to time.

CUSTOMER AGREES THAT CUSTOMER'S WILLFUL PROVISION OF INACCURATE OR UNRELIABLE

INFORMATION, WILLFUL FAILURE PROMPTLY TO UPDATE INFORMATION PROVIDED TO Click IT Solutions OR IM OR FAILURE TO RESPOND FOR MORE THAN FIFTEEN (15) CALENDAR DAYS TO INQUIRIES CONCERNING THE ACCURACY OF CONTACT DETAILS ASSOCIATED WITH ANY BACKUP SERVICES SHALL CONSTITUTE A MATERIAL BREACH JUSTIFYING CANCELLATION OF SUCH BACKUP SERVICES.

g. Breach and Revocation. Each of Click IT Solutions and IM reserves the right to suspend, cancel, transfer or modify any Backup Services immediately: (i) in the event Customer breaches any provision of this Agreement; or (ii) in response to an order from a court of competent jurisdiction, or arbitration award.

r. Disclaimer of Liability. To the extent permitted by law, Customer agrees that neither Click IT Solutions nor IM, nor any of their respective suppliers or service providers, has any liability to Customer for any loss Customer may incur in connection with the processing of any Backup Services, or the failure by the Customer's agent to pay either the initial fee or renewal fee.

s. Indemnity. In addition to any indemnification obligation that Customer may owe to Click IT Solutions hereunder, Customer agrees to indemnify, keep indemnified and hold Click IT Solutions and IM, and their respective directors, officers, employees and agents, harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Customer's Backup Services and the data and information provided by Customer as part of the Backup Services to Click IT Solutions and IM.

CUSTOMER AGREES THAT THE BACKUP SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. CLICK IT SOLUTIONS, IM AND EACH OF THEIR RESPECTIVE SUPPLIERS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CLICK IT SOLUTIONS, IM AND EACH OF THEIR RESPECTIVE SUPPLIERS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT THE BACKUP SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CLICK IT SOLUTIONS, IM OR ANY OF THEIR RESPECTIVE SUPPLIERS OR SERVICE PROVIDERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE REGISTRATION SERVICES.

NEITHER CLICK IT SOLUTIONS, IM NOR ANY OF THEIR RESPECTIVE SUPPLIERS OR SERVICE PROVIDERS WILL BE LIABLE FOR 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 ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT CLICK IT SOLUTIONS, IM'S AND THEIR RESPECTIVE SUPPLIERS' AND SERVICE PROVIDERS' ENTIRE AGGREGATE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, WITH RESPECT TO ANY BACKUP SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNTS PAID FOR SUCH BACKUP SERVICES. BECAUSE SOME U.S. STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH U.S. STATES, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

### **Locked, Expired and Undelegated Domain Names**

1. Click IT Solutions and Melb IT may elect to lock the domain name at any time for any reason including, but not limited to any dispute regarding domain name ownership between Registrant and a third party and Registrant may unlock the domain name at any time subject to Registrant's compliance with applicable policies, procedures and processes (for example, relating to a UDRP dispute).

2. Click IT Solutions and MelbIT may by default delegate any domain name on registration to resolve to a "Parked Page". Registrant acknowledges and agrees that the Parked Page may include a statement and graphics to the effect that the website/domain name is registered/powered by Click IT Solutions and MelbIT; links to the Click IT Solutions and MelbIT websites; and the display of third party advertising on the Parked Page.

Registrant is not entitled to any portion of any such revenue generated through the display of third party advertising on a Parked Page. Registrant may opt-out of the display of the Parked Page prior to the Expiry Date by:

2.1 delegating the domain name to a different nameserver; or

2.2 contacting Click IT Solutions Customer Support at 1(876)-740-5408.

3. Following expiry of the domain name license ("Expiry Date"), MelbIT may delegate (or re-delegate, if applicable) any domain name registered through Click IT Solutions and MelbIT to resolve to a Parked Page.

**4.** MelbIT may from the Expiry Date state that the domain name may become available to be acquired or transferred to a third party following the expiration of 80 (eighty) days after the Expiry Date ("Renewal Deadline") via the Parked Page or such other means reasonably determined by Click IT Solutions and MelbIT.

**5.** If Registrant has not renewed the domain name by the Renewal Deadline, MelbIT may transfer the domain name to a third party (Transferee) on Registrant's behalf and as Registrant's agent (Registrant Domain Name Transfer) 80 (eighty) days after the expiration date.

**6.** In order to facilitate a Registrant Domain Name Transfer, Registrant agrees that:

**6.1** MelbIT may use a third party provider of auction services and/or sale services in connection with the transfer of domain names (Third Party Provider);

**6.2** MelbIT has full authority to act as Registrant's agent (including to exercise any rights under any terms and conditions) to effect the Registrant Domain Name Transfer, and any such acts will be deemed as an act validly performed by the Registrant; and

**6.3** Click IT Solutions and MelbIT has no liability to Registrant in connection with the Registrant Domain Name Transfer.

**7.** Registrant acknowledges that if Click IT Solutions and MelbIT undertake any of the actions contemplated above, any services in connection with the domain name (including without limitation, any email services) will cease. It is the Registrant's responsibility to make necessary arrangements in relation to services prior to the Expiry Date.

**8.** Registrant agrees that Click IT Solutions and MelbIT may cease and not complete a Registrant Domain Name Transfer for any reason at any time (including, without limitation, if any dispute is raised in connection with the domain name or if MelbIT is required to cease and not complete any transfer to comply with any order or direction of ICANN, any applicable registry administrator or enforcement agency, court order, or Click IT Solutions and/or MelbIT elect to comply with any request from such party to do so).

**9.** Nothing herein creates an obligation for Click IT Solutions and/or MelbIT to effect an express or implied guarantee or warranty that Click IT Solutions or MelbIT will be successful in effecting a Registrant Domain Name Transfer. In addition, Registrant acknowledges and agrees that neither Click IT Solutions nor MelbIT will be liable for any harm arising out of a Registrant Domain Name Transfer or failure to effect a Registrant Domain Name Transfer. Registrant also acknowledges and agrees that neither Click IT Solutions nor MelbIT will be liable for any act or omission of any Third Party Provider arising directly or indirectly out of the auction or sale of the domain name, including, without limitation, with respect to the finalisation of the auction or sale of the domain name of the domain name by the Third Party Provider.

**10.** Nothing herein requires Click IT Solutions or MelbIT to perform any act which, in Click IT Solutions and/or MelbIT's sole discretion, is inconsistent with or disadvantageous to their roles as providers or registrars under this Agreement or otherwise, or which Click IT Solutions or MelbIT deem as interfering with any rights under this Agreement.

Click IT Solutions and IM's suppliers and service providers are hereby named as express third party beneficiaries with respect to any limitations on liability, disclaimers, indemnities, and other provisions that may limit any obligation that might otherwise be owed to Customer contained herein.

THE PARTY ACCEPTING THE TERMS OF THIS AGREEMENT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH AT THE WEBSITE FROM WHICH THE SERVICES ARE ORDERED REPRESENTS AND WARRANTS THAT (I) IT IS A DULY AUTHORIZED REPRESENTATIVE OF CUSTOMER WITH FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT AS OF THE EFFECTIVE DATE AND (II) NEITHER IT NOR CUSTOMER IS (A) LOCATED IN A COUNTRY SUBJECT TO JAMAICA, or U.S. EMBARGOES, (B) LISTED ON THE U.S. TREASURY DEPARTMENT'S LIST OF PECIALLY DESIGNATED NATIONALS, OR (C) LISTED ON THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS OR ENTITIES LISTS.