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## Domain Registration, Renewal and/or Transfer Terms and Conditions

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Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

### 1. Authorization

The above-named client is engaging Jennifer Best/Imagine More Design Studios, a sole proprietor, located at PO Box 28057, St. John's, NL, Canada, A1B 4J8, as an independent contractor for the specific project of domain name registration and/or domain name transfer. Domain name registration does not include new web page or template design, custom script design, website maintenance, or web hosting.

### 2. Pricing

The prices listed below are for domain purchase, domain renewal or domain transfer of one (1) domain name for the period of twelve (12) months upon receipt of this contract. The amount due for domain purchase, domain renewal and/or domain transfer will vary depending on the extension of the domain (ie. .com, .net, .org, etc.). Please note that .ca domain extensions are available to Canadian residents only.

### Prices

.com, .org, .net, .biz, .info	\$25.00
.ca	\$35.00

### 3. Domain Name(s)

The web site domain name must be registered or transferred through your web hosting service (which can be Jennifer Best/Imagine More Design Studios or another hosting service) and approved by a domain registration service before you can use it. You may check the availability of your domain name at any number of online services such as [enom.com](http://enom.com) or [godaddy.com](http://godaddy.com).

This agreement includes domain name registration and/or domain name transfer for a twelve (12) month period. The twelve (12) month period commences upon the receipt of this contract. Once you have completed domain registration the domain becomes yours for the period of the contract. Before registration expires it must be renewed, or the domain reverts back to being available to the general public.

### 4. Domain Registration

As consideration for the sale of the domain name the client will pay Jennifer Best/Imagine More Design Studios the amount as set out above. The sum is due upon signing this agreement. In the event that payment is not timely received this agreement may be cancelled by Jennifer Best/Imagine More Design Studios at their sole discretion.

### 5. Domain Transfers

If the client has requested that the domain name be transferred by Jennifer Best/Imagine More Design Studios, the following terms shall apply:

In making the transfer request, the client guarantees that:

- the client is the rightful holder of the registration for the domain name(s) that the client seeks to transfer;
- the client is not in default with respect to any obligations that the client owes to the current registrar of the domain name(s);
- the client is not the subject of any pending bankruptcy proceeding, nor is the client a party to any dispute concerning the use or registration of the domain name(s);
- 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;
- the client is authorized to request the transfer and to enter into this agreement;
- more than sixty (60) days have passed since the domain name(s) was registered, transferred to a new registrar, or renewed. Domain name(s) may not be transferred to a new register within sixty (60) days of initial registration, or any subsequent transfer or renewal.

Before the client may transfer ownership of a domain to another person, the client shall pay Jennifer Best/Imagine More Design Studios the then current fees for such transaction if applicable. The client's domain shall not be transferred until Jennifer Best/Imagine More Design Studios receives actual payment of the transfer fees. The client acknowledge and agree that if any attempt to transfer the domain ownership without paying Jennifer Best/Imagine More Design Studios the transfer fees then any such transfer shall be invalid and Jennifer Best/Imagine More Design Studios shall, at its sole discretion, have the right to reverse the registrant transfer and/or suspend or terminate registration without refunding any fee already paid. The client further agrees to follow Jennifer Best/Imagine More Design Studios then current procedures for registrant transfers, which may entail submission and notarization of certain forms, documents, and your photo identification (as requested by Jennifer Best/Imagine More Design Studios).

Upon receipt of a request to transfer a domain name from another registrar (losing registrar) to Jennifer Best/Imagine More Design Studios, Jennifer Best/Imagine More Design Studios requires validation of the request from the administrative contact on record at the time of the transfer request. The client authorizes Jennifer Best/Imagine More Design Studios to take all actions reasonably necessary to transfer the domain name(s), including contacting and updating the client's registration information with the current registrar of record and the registry.

## **6. Domain Renewals**

While Jennifer Best/Imagine More Design Studios may send out one or more renewal notices as a courtesy, the client is solely responsible, and Jennifer Best/Imagine More Design Studios is not liable in any way, for timely and valid renewals. If the client fails to execute a renewal before the registration expires, the client understands, acknowledges and agrees that the client shall be forfeiting rights and ownership to the domain, thus disabling any website the client may have resolving to such domain.

Upon expiration of registration, Jennifer Best/Imagine More Design Studios shall have the right to delete the domain, take control and/or ownership of the domain, or otherwise make the domain available to the public and the client shall not make any complaint, claim or challenge against Jennifer Best/Imagine More Design Studios.

## **7. Domain Disputes**

The client agrees that if registration is challenged by a third party, the client shall be subject to the provisions specified in the applicable domain dispute policy. If Jennifer Best/Imagine More Design Studios is notified that a complaint or legal action has been filed with a judicial or administrative body regarding a domain and/or the client's use of their hosting services, the client agrees not to make any changes to the domain record without Jennifer Best/Imagine More Design Studios prior written approval. The client further agrees that Jennifer Best/Imagine More Design Studios may, at its sole discretion, place a hold on the domain, otherwise prevent the client from making any changes to the registration, or transfer control over the domain to the applicable registry until Jennifer Best/Imagine More Design Studios is directed to do so by the judicial or administrative

body, or the dispute has been settled between the client and the disputing party and Jennifer Best/Imagine More Design Studios received satisfactory documentation evidencing the settlement.

Jennifer Best/Imagine More Design Studios shall not participate in any way in any dispute between the client and any party regarding the registration and use of a domain. The client shall not name Jennifer Best/Imagine More Design Studios as a party or otherwise include Jennifer Best/Imagine More Design Studios in any such proceeding. In the event that Jennifer Best/Imagine More Design Studios is named as a party in any such proceeding, Jennifer Best/Imagine More Design Studios reserves the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend Jennifer Best/Imagine More Design Studios.

## **8. ICANN Requirements**

The client agrees that ICANN may establish guidelines, limits, and/or requirements that relate to the amount and type of information that Jennifer Best/Imagine More Design Studios may or must make available to the public or to private entities, and the manner in which such information is made available. The client also agrees and consents to any and all such disclosures, uses, guidelines, limits, and restrictions relating to your registrant information (including, any and all updates to such information), whether during or after the term of your registration. The client hereby waives any and all claims and causes of action they may have arising from such disclosure or use of registrant information by Jennifer Best/Imagine More Design Studios.

## **9. Domain Name(s) Through a Third Party**

If the client has registered a domain name through Jennifer Best/Imagine More Design Studios the domain is registered through a third party, the client is bound by the domain registration policies of that registrar. For example, domains registered with eNom Inc. are subject to the agreement with eNom, who was then Jennifer Best/Imagine More Design Studios' exclusive provider of domain name registration services. By applying for the domain name and through the use or continued use of the domain name, the client agrees to be bound by the terms of eNom's domain name policy.

## **10. Administration by Jennifer Best/Imagine More Design Studios**

You hereby expressly agree that Jennifer Best/Imagine More Design Studios may temporarily change the Whois information to name Jennifer Best/Imagine More Design Studios as the administrative contact for the limited purpose of administering the domain. Upon completion of the procedure at hand, Jennifer Best/Imagine More Design Studios shall promptly change the administrative contact back to the administrative contact of record immediately preceding the change made by Jennifer Best/Imagine More Design Studios. Ownership of the domain shall at all times remain with the client.

## **11. Payment of Fees.**

As consideration for the sale of the domain name the client will pay Jennifer Best/Imagine More Design Studios the amount as set out above. This sum is due upon signing this contract. In the event that payment is not timely received this agreement may be cancelled by Jennifer Best/Imagine More Design Studios at their sole discretion.

In order for Jennifer Best/Imagine More Design Studios to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within fourteen (14) days of the due date. If an amount remains delinquent thirty (30) days after its due date, an additional 5% penalty will be added for each month of delinquency. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Jennifer Best/Imagine More Design Studios. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in St. John's, NL, Canada, and any dispute will be litigated or arbitrated in St. John's, NL, Canada. Please pay on time.

## **12. Initial Payment and Refund Policy**

This contract will be valid for a term of twelve (12) months from date of signature or from date of receipt of

this agreement. Due to the nature of services as set out in this agreement, there is no refund on domain name registration and/or domain name transfers.

The client agrees they will not be entitled to a refund of any fees paid to Jennifer Best/Imagine More Design Studios if, for any reason, Jennifer Best/Imagine More Design Studios takes corrective action with respect to the client's improper or illegal use of services.

### **13. Legal Stuff.**

Jennifer Best/Imagine More Design Studios does not warrant that the functions contained in domain name registration and/or domain name transfers will meet the client's requirement. In no event will Jennifer Best/Imagine More Design Studios be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the domain name registration and/or domain name transfers, even if Jennifer Best/Imagine More Design Studios has been advised of the possibility of such damages. The client agrees that neither Jennifer Best/Imagine More Design Studios nor its hosting or registrar providers will have any responsibility for any obligations that the client may owe to the current registrar of record for the domain name(s) the client seeks to transfer, and that the client will be responsible for any costs that Jennifer Best/Imagine More Design Studios may incur in resolving any claims brought by any third party (including the current registrar of record).

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

In addition to transactions entered into by the client or on the client's behalf, the client agrees to be bound by the terms of this contract for transactions entered into on the client's behalf by anyone acting as their agent, and transactions entered into by anyone who uses the web hosting account established with Jennifer Best/Imagine More Design Studios, whether or not the transactions were on the client's behalf.

### **14. Laws Affecting Electronic Commerce.**

From time to time governments enact laws and levy taxes and tariffs affecting internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Jennifer Best/Imagine More Design Studios and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

### **15. Ownership**

While the client retains ownership of all their content, Jennifer Best/Imagine More Design Studios proprietary software is not considered part of this contract. Content is available to the client upon request. A service fee may be charged for this service.

### **16. Transfer**

The client may not transfer this agreement without the written consent of Jennifer Best/Imagine More Design Studios.

### **17. Sole Agreement**

The agreement contained in this "Domain Name Registration/Transfer Agreement" constitutes the sole agreement between Jennifer Best/Imagine More Design Studios and the client regarding hosting services. This agreement will be honored for twelve (12) months after both parties sign this agreement. Continued services after that time will require a new agreement.