THIS DOCUMENT IS FOR REFERENCE ONLY

The terms below no longer apply and are void and of no legal effect.

Please visit http://legal.newfold.com to access Newfold's latest terms and conditions or https://newfold.com/privacy-center for Newfold's privacy center.

If you have any questions or concerns, please contact us for further assistance.

ADDITIONAL TERMS APPLICABLE TO.CO DOMAINS

- 1. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement
- i) The Uniform Domain Name Dispute Resolution Policy, available at http://www.icann.org/dndr/udrp/policy.htm; and
- ii) The Sunrise and Land rush Launch and Registration Rules, available at http://www.cointernet.co/domain/policies-procedures (For registration agreements relating to Sunrise Registrations only).
- 2. <u>Registration Requests During the Sunrise and Landrush Periods</u>. When you submit a .co registration request, you are authorizing us to attempt to obtain a domain name in the .co TLD (as described on our website and herein) for you if and when .CO Internet S.A.S. (the ".co Registry") launches its Sunrise, Landrush and open-registration period. Web.com will submit all registration requests during the Sunrise, Landrush periods and the .co Registry will review all proposed registration requests.
- 3. <u>Charges</u>. By submitting your .co Sunrise registration request, you authorize us to charge you for any proposed registrations we undertake on your behalf that are submitted to .co Registry. Proposed Sunrise and Landrush registration requests that are rejected by .co Registry will still be charged an administrative fee that will not be refunded to you. Sunrise and Landrush fees, registration fees and other applicable fees may also apply and you will be charged when your proposed registration request is submitted to the .co Registry. Successful .co domain name registration requests will be subject to the terms of this Agreement, including this Section.
- 4. <u>Ban on and Revocation of Certain Domain Names</u>. You agree that the .co Registry has identified certain domain names that cannot be registered during the Sunrise and Landrush registration periods. You understand that the .co Registry may also revoke a domain name at its own initiative for a variety of reasons including, but not limited to, violations of any policy or agreement cited above.
- 5. Right to Deny, Cancel or Transfer Registration. In addition to Web.com's ability to deny, terminate, or suspend services, as provided in the Agreement and Section I, you acknowledge and agree that the .co Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the .co Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; (v) or to correct mistakes made by the .co Registry or any registrar in connection with a domain name registration, and the .co Registry also reserves the right to freeze a domain name during resolution of a dispute.
- 6. <u>Indemnity</u>. In addition to your other indemnification obligations under the Agreement,, you agree to indemnify, defend, and hold harmless Web.com and the .co Registry, its service providers,

subcontractors, and their respective directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to a registered .co domain name.

7. <u>Representations and Warranties</u>. By submitting a request for a .co domain name, you represent and warrant that: (i) to your knowledge, the registration of your requested .co domain name does not and will

not infringe upon or otherwise violate the rights of any third party; (ii) you are not submitting the request for a domain name for an unlawful purpose and you will not use the domain name for any unlawful purpose; (iii) you are not knowingly using the domain name in violation of any applicable laws, regulations or rights of third parties; and (iv) that you will use the .co domain name in accordance with all ICANN requirements and policies.

8. <u>Jurisdiction for Certain Disputes and Governing Law</u>. You agree that any disputes between you and the .co Registry (but not with Web.com) shall be subject to the laws of Columbia and the exclusive jurisdiction of the courts in Colombia. All disputes between you and Web.com (regardless of the involvement of other parties) are subject to the terms of the MSA.