

.ME Auction Agreement

YOU MUST READ AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH IN THIS .ME AUCTION AGREEMENT BEFORE PARTICIPATING IN THE DOMAIN AUCTION. YOUR REGISTRATION FOR AND PARTICIPATION IN THE DOMAIN AUCTION CONSTITUTES YOUR ACCEPTANCE OF THIS AUCTION AGREEMENT.

This .ME Auction Agreement (“Auction Agreement”) is by and between doMEn d.o.o. (“doMEn”) and you, your heirs, agents, successors, and assigns (collectively “You”). This Auction Agreement sets forth the terms and conditions applicable to your participation in the auction of certain .me domain names (the “Auction”). This Auction Agreement is **in addition to, and not in place of**, any other agreements or understandings of any kind relating to the Auction and use of a Domain Name between You and any Registrar, or any other third party. In the event of a conflict between the terms of this Auction Agreement and any such agreement relating to your participation in the Auction or use of a Domain Name, the terms of this Auction Agreement shall prevail.

By registering for and participating in the Auction, You acknowledge that you have read, agree with, and accept all of the terms and conditions contained in this Auction Agreement and in the Auction Rules available on .ME Auction Site, at http://www.domain.me/cms/site_files/ME_Auction_Policies.pdf, which are hereby incorporated into this Agreement. This Auction Agreement is effective upon your registration for the Auction (the “Effective Date”) and may be changed from time to time in the manner set forth below.

For purposes of this Auction Agreement:

“Domain Name” means a .me domain name.

“.ME Auction Site” means the web site operated by doMEn with the URL address: [<http://auction.domain.me>].

“Participant” means a participant eligible to participate in the Auction subject to paragraph 1 below;

“Registrant” means the applicant for, and on registration the holder of, a Domain Name.

“Registrar” means any entity authorized by doMEn to provide registration services for the .me top level domain.

“Registration” means the registration of a Domain Name through a .ME-accredited Registrar by a Participant.

“Standard Registrant Obligations” means the terms and conditions applicable to any Registrant including, without limitation, those set forth in (a) the end-user agreement with the Registrar of

Your choice (the “End-User Registration Agreement”); (b) all standards, policies, procedures and practices specified by doMEn; including doMEn’s Uniform Domain Dispute Resolution Policy (“UDRP”) and the obligation to provide accurate and complete Whois information.

“Registry Operator” or “Registry” means doMEn.

1. Eligible Auction Participants

Participation in the Auction is restricted to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, an eligible Participant must be at least 18 years old and meet any terms, conditions and/or eligibility criteria established by doMEn.

By participating in the Auction You represent and warrant that: (a) You are an eligible Participant as described above, and (b) You have provided current, accurate and complete information in connection with your registration for and participation in the Auction.

2. Modification of Auction Agreement

doMEn, in its sole discretion, may amend this Auction Agreement at any time by posting the amended terms on the .ME Auction Site. You expressly agree to be bound by the Auction Agreement in effect at the time of your participation in the Auction. It is your responsibility to review the .ME Auction Site, including the Auction Agreement posted on that Site, for any modifications or amendments.

3. Termination of Agreement & Revocation of Domain Name

doMEn, in its sole discretion, may terminate this Auction Agreement at any time with or without notice to You. Without limiting the foregoing, doMEn may terminate this Auction Agreement and/or revoke any Domain Name for which you are the winning bidder if it determines in its sole discretion that You have acted inconsistently with the obligations or the spirit of this Auction Agreement, if You are ineligible to participate in the Auction, or if any information that You have provided to doMEn and/or a Registrar is found in doMEn’s sole discretion to be false or unverifiable. doMEn may terminate this Auction Agreement if You violate the terms described herein.

4. Fees

doMEn does not charge a fee for participation in the Auction.

5. Bids and Conduct of Auction

A bid made by a Participant is a binding offer to purchase the Domain Name at the stated bid price. In the event of any dispute between bidders with respect to the conduct of the Auction, doMEn shall have sole and final discretion to determine the winning bidder. Subject to the terms and conditions set forth in this Auction Agreement, including all documents incorporated herein, the winning bidder shall be obligated to complete the transaction and to pay the amount of the

winning bid as provided herein. doMEn reserves the right in its sole discretion to reject a bid from any Participant for any reason.

6. Payment

Payment of amounts due for winning bids following completion of the Auction shall be made within 72 hours and in accordance with the terms and conditions specified by doMEn. Once the payment amount has been validated, the Domain Name will be allocated to the winning Participant. Failure to remit payment in full in accordance with the terms shall be deemed a material breach of this Auction Agreement.

7. Disclaimer of Warranties

WITH RESPECT TO THE SUBJECT MATTER HEREOF, doMEn EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WEHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, doMEn MAKES NO WARRANTY THAT THE GOOD SAND SERVICE(S) REFERENCED HEREIN, INCLUDING, WITHOUT LIMITATION, THE AUCTION ITSELF, ANY DOMAIN NAME FOR WHICH YOU ARE THE WINNING BIDDER, WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) AND/OR ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES doMEn MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GOOD SOR SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ITS WEB SITE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA OBTAINED THORUGH THE USE OF OUR WEB SITE IS DONE AT YOUR SOLE DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADS OF SUCH MTERIAL AND DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DOMEN OR THROUGH ITS WEB SITE SHALL CREATE ANY WARRANTY NOTE EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. Notice of Potential Violation of Third Party Rights

You agree that doMEn makes no representations or warranties of any kind in connection with this Auction Agreement and specifically makes no guarantee to You (1) regarding the conduct of the Domain Auction by doMEn and/or (2) against the possibility of objection to, or challenge of, the Registration or use of any Domain Name for which You may be the winning bidder in the Domain Auction. doMEn cannot and does not check to see whether the Domain Name (or any use You make of such Domain Name) infringes the legal rights of others. It is your

responsibility to investigate whether a Domain Name You win may infringe the legal rights of others. You acknowledge and agree that You are exclusively liable for any such infringement.

9. Liability Disclaimer

IN NO EVENT SHALL doMEEn BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM OR RELATING TO THIS AUCTION AGREEMENT OR RESULTING FROM ANY DATA, INFORMATION, GOODS, OR SERVICES OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR ARISING FROM OR IN CONNECTION WITH THIS AUCTION AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF doMEEn HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL doMEEn BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

WITHOUT LIMITING THE FOREGOING, doMEEn EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM: THE CONDUCT OF OR PARTICPATION IN THE DOMAIN AUCTION; DATA NON-DELIVERY OR MIS-DELIVERY BETWEEN YOU AND doMEEn; PROCESSING, REGISTRATION, AND/OR LOSS OF REGISTRATION OF A DOMAIN NAME; USE OF A DOMAIN NAME; DISPUTES OVER DOMAIN NAME REGISTRATIONS, INCLUDING THE DECISION OF ANY DISPUTE RESOLUTION PROCEEDING; ERRORS, OMISSIONS OR MISSTATEMENTS; AND/OR EVENTS BEYOND doMEEn'S CONTROL (I.E. ACTS OF GOD). IN NO EVENT SHALL doMEEn'S LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH OR ARISING FROM THIS AUCTION AGREEMENT EXCEED THE AMOUNT OF FEES YOU HAVE PAID TO doMEEn PURSUANT TO THIS AUCTION AGREEMENT.

IF ANY STATE OR JURISDICTION DOES NOT PERMIT THE ELIMINATION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, doMEEn'S LIABILITY SHALL BE LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW.

10. Indemnification

You shall release, defend, indemnify, and hold harmless to the maximum extent permitted by law doMEEn and its directors, officers, employees, affiliates, contractors, and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to participation in the Domain Auction, or a Domain Name. This indemnification obligation shall survive the termination or expiration of this Auction Agreement and any agreements between You and Your Registrar. This indemnification is in addition to any indemnification required under doMEEn's UDRP and/or the Standard Registration Obligations.

You also agree that if doMEEn is notified that a complaint has been filed with a governmental, administrative, or judicial body regarding a Domain Name, doMEEn, in its sole discretion, may take whatever action it deems necessary regarding further modification, assignment of and/or control of the Domain Name deemed necessary to comply with the actions or requirements of the

governmental, administrative, or judicial body until such time as the dispute is settled. In this event, you agree to hold doMEn harmless for any action taken by doMEn.

11. Compliance with Applicable Law

You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding your participation in the Domain Auction.

12. Severability

You agree that the terms of this Auction Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

13. Notices

You agree that all notices from doMEn to You concerning this Auction Agreement may be posted on the .ME Auction Site and will be deemed delivered upon posting.