

REGISTRAR REGISTRANT AGREEMENT FOR DOMAIN NAMES

Last Updated On: August 25th, 2026

I. INTRODUCTION

This Registration Agreement ("Agreement") between Namify Domains Inc ("Registrar", "our", "we", "us"), an ICANN (defined below) accredited Registrar, and any person accessing or using our Services ("you", "your", "Registrant") governs the access or use by you of the Services (defined below) offered through the Platform (defined below). The Platform enables you to:

- (a) register domain names;
- (b) renew, restore and transfer your Registered Domain Names (defined below);
- (c) manage your Account (defined below) information, billing information and orders registered under your Account;
- (d) Privacy Protection (defined below); and
- (e) access and subscribe to other allied services made available through the Platform; (collectively, "Services").

By accessing the Platform, you expressly consent and confirm that you are eligible and agree to be bound by this Agreement, which establishes a contractual relationship between you and the Registrar. If you do not agree to this Agreement, you may not access or use the Services or the Platform. You also agree to be bound by our Privacy Policy <https://namify.tech/> and any applicable additional policies, guidelines, or rules we publish or make available (collectively, "Policies"). You acknowledge that you have read, understood, and hereby agree to be bound by: (i) the Policies, (ii) ICANN's Policies (defined below), and (iii) all agreements, policies, and requirements of applicable Registry Operators (collectively, "Additional Terms").

Unless otherwise specified under this Agreement, the provisions are applicable to all TLDs that we offer. Certain TLDs may be subject to additional requirements, verification obligations, or other ICANN or registry-mandated restrictions, with the detailed obligations being set out under the applicable TLD-specific terms (<https://namify.tech/tld-registry-policy>). In the event of a conflict between this Agreement and any applicable TLD-specific terms, the TLD-specific terms shall prevail solely to the extent of such conflict and only in relation to the relevant TLD.

It is important to read our entire Agreement carefully, as some of the provisions affect your legal rights.

II. DEFINITIONS

Capitalised words used in this Agreement shall have the meaning ascribed to them below. Capitalised words and expressions used under this Agreement but not specifically defined in this Section II shall have the meaning assigned to them in the specific clause or paragraph, as applicable.

II.1. "Applicable Law" means any statute, law, regulation, ordinance, rule, judgement, notification, order, decree, by-law, permit, licence, approval, consent, authorisation, government approval, directive, guideline, requirement, or other governmental restriction, or any similar form of a decision of, or determination by, or any interpretation, policy or administration having the force of law, by any governmental authority, whether in effect as on the date of you agreeing to be bound by this Agreement or at any time thereafter.

II.2. "ICANN" shall mean Internet Corporation for Assigned Names and Numbers.

II.3. "ICANN Policies" shall mean the policies adopted by ICANN which are applicable to Registrars, Registry Operators and Registrants, as amended or replaced from time to time.

II.4. "Platform" shall mean the interface provided by the Registrar through its website or otherwise in order for you to access and use the Services.

II.5. "Registered Domain Name" shall mean the domain name registered by you pursuant to the Services and under this Agreement.

II.6. "Registrant Data" shall include, without limitation, the domain name to be registered, name, email address, telephone number, postal address and, where applicable, date of birth; and where the Registrant is a legal entity, the name and contact details of its authorised contact person or representative.

II.7. "Registry" shall mean the database that contains all domain names registered under a specific TLD, along with the technical and administrative information required to enable domains to operationalise.

II.8. "Registry Operator" shall mean any person or entity authorised by ICANN that maintains and provides the Registry and such other services to the Registrar.

II.9. "TLD" shall mean Top Level Domain Names.

II.10. "WHOIS" shall mean a public database that stores and displays information about Registered Domain Names and their corresponding Registrants.

III. SERVICES

III.1. When we refer to our "Services", we mean all products and services owned or licenced by us, including the content, features, tools, software, and functions made available by us through the Platform.

III.2. Our Services will enable you to create an Account (defined below) on the Platform in accordance with the terms of this Agreement. Once your Account is created, you can apply to register a domain name by submitting the required information and paying the applicable Fees (defined below). We will process your request by submitting your application to the relevant Registry Operator. If the domain name you requested is available and the Registry Operator accepts the application, the domain name will be registered in your name for the Registration Term you have selected and paid for. Following this, you may host a website with the Registered Domain Name and/or use the Registered Domain Name for any lawful purposes in accordance with this Agreement and Additional Terms.

III.3. Availability of our Services.

(a) Please note that not all products and services are available at all times, and our products and services are constantly changing, so you might see features come and go as we continue to improve our experience and services for you. We will sometimes need you to agree to special terms for certain products or features.

(b) We do not warrant that:

(i) the Platform will be constantly available or available at all;

(ii) the information on the Platform or given through Services is complete, true, accurate or non-misleading; and

(iii) that the App is secure or free of viruses, Trojans or other malware.

(c) We reserve the right, in our sole discretion, to modify, suspend or discontinue the Platform (in whole or in part), including any underlying technology or backend service providers. You agree that any such change (irrespective of the cause) may alter or affect the availability, performance, or user experience of the Platform, and that we shall have no liability to you for any such change.

IV. ELIGIBILITY CRITERIA

IV.1. For individuals using the Services. By accessing or using our Services, you represent and warrant that (a) you have full legal capacity, right and authority to agree to and be bound by this Agreement, (b) you are the age of majority in the jurisdiction from which you are accessing our Services or are the legal guardian of the person accessing such Services, (c) you are not barred or otherwise legally prohibited from accessing or using the Services, and (d) you have neither been disqualified nor been previously suspended or removed by us or any of our affiliates from availing the Services.

IV.2. For legal entities using the Services. If you represent an entity, organisation, or any other legal person not being a natural person, you confirm and represent that you are duly authorised by the organisation, the entity, the legal person, or management of such organisation, entity, or legal person to avail the Services and accept this Agreement and have the necessary power and authority to bind such entity, organisation, or legal person to this Agreement.

V. ACCOUNT CREATION

V.1. In order to avail the Services, you will be required to create an account on the Platform by providing your details, including the Registrant Data ("Account"). If you represent a legal entity, we may seek additional information regarding the organisation's business and business contact information.

V.2. You agree to provide and maintain true, accurate, and complete information about yourself as prompted on the Platform. Where you provide us with the data of any third party individual, you represent and warrant that you have provided such individual with all notices required under Applicable Law and have obtained all necessary consents for such personal data to be disclosed to and processed by us, our vendors, the applicable Registry Operator and its third party vendors and ICANN.

V.3. During the Term (defined below), we reserve the right to seek any additional information, data, or documentation (collectively, "Additional Information") that may be required to determine your eligibility to avail the Services or for your continued use of the Services. You agree to share such Additional Information promptly upon request.

V.4. You must keep your Account credentials confidential; you must not share it, and you are not allowed to permit anyone else to log into our Services as you. You are responsible for all activities that occur under your Account. If you believe that your Account is no longer secure, notify us immediately by emailing us at compliance@namify.tech.

VI. REGISTRATION OF DOMAIN NAME

VI.1. Upon creation of the Account, you may apply for registration of a particular domain name by submitting the Registrant Data with us and paying the requisite Fees.

VI.2. You understand and agree that when you submit an application for registration of a domain name, the registration will not be effective until the Registry Operator accepts the domain registration application and registers the domain name in your name.

VI.3. You agree that we do not guarantee the availability of any particular domain name even though its availability was indicated at the time of making the application. The Registry Operator and/or the Registrar may, in their sole discretion, accept or reject your application for any reason.

VI.4. We shall not be responsible for errors, inaccuracies, omissions, or any other acts of the Registry Operator related to the registration of domain names.

VI.5. All registration requests are subject to the terms of this Agreement and Additional Terms.

VI.6. You acknowledge and agree that domain name registration is a service, and it does not create any proprietary rights until such registration is successfully completed and recorded in the Registry. Domain names are registered for a limited term that commences upon the acknowledgement of such registration by the Registry Operator and is effective either until (a) expiry of the term communicated by the Registry Operator or (b) cancellation of the Registered Domain Name by you or the Registrar, as the case may be.

VI.7. You acknowledge and agree that the Registry Operator and/or Registrar, reserves the absolute right and discretion to deny, suspend, cancel, lock, placed on hold, delete, redirect, refuse or transfer any domain name registration. This includes the right to place any domain name(s) on registry lock, hold or similar status, as it deems necessary for any reasons including (a) to correct mistakes by the Registrar, another registrar or the Registry Operator in administering the domain name; (b) for the non-payment or non-recipient of the applicable

fees; (c) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (d) to protect against imminent and substantial threats to the security, integrity, operation, and stability of the Registry TLD, Registry nameserver operations or the internet; (e) to ensure compliance with Applicable Laws and ICANN Policies; (f) for the resolution of disputes concerning the domain name; (h) where the Registry Operator and/or Registrar determines that the domain name was erroneously made available for registration; and/or (g) to stop or prevent any violations of any terms and conditions of this Agreement, or pursuant to a registry agreement with ICANN.

VI.8. Permanent blocking of certain domain names. Where a domain name is suspended, disabled, or otherwise made unavailable pursuant to an order, injunction, decree, or direction of a court or other competent authority (a "Restricted Domain Name"), such Restricted Domain Name shall be permanently blocked by the us and/or Registry Operator (as applicable) and shall not be released, transferred, or returned to the general availability pool for re-registration by any person, except to the limited extent required to comply with a subsequent order or direction of a competent authority, or as otherwise required under Applicable Law.

VII. RESELLERS

VII.1. Reseller. Some domain names and related services may be purchased, provisioned, or managed through authorised resellers, channel partners, or such other third parties (each, a "Reseller").

VII.2. Reseller as the authorised agent. If you purchase a domain name through a Reseller, you hereby appoint and authorise that Reseller to act as your agent solely for the purpose of managing and supporting the domain name and related services, including submitting requests and receiving communications in connection with the Registered Domain Name.

Reseller Policies. Where you purchase a domain name through a Reseller, you acknowledge and agree that certain requests and actions relating to such domain name (including renewals, updates to Registration Information, and support requests) may be required to be initiated, submitted, and/or processed through the relevant Reseller in accordance with its policies.

VII.3. Our liability. To the maximum extent permitted by law, we shall not be responsible or liable for (a) the availability, responsiveness, or acts or omissions of any Reseller; or (b) any failure by a Reseller to provide you access to any interface, control panel, credentials, or management tools.

VIII. FEES, CHARGES AND TAXES

VIII.1. Subject to Additional Terms, we reserve the right, in our sole discretion and from time to time, to charge such fees for the Services as we may determine ("Fees").

VIII.2. We also reserve the right to modify the Fees for registration, transfers, renewals, etc., and such changes shall become effective immediately without any need for further notice to you.

VIII.3. Each domain name will have a non-uniform renewal registration pricing , and the pricing is determined at our sole discretion. We may also run certain promotional offers and provide certain domain names free of cost, subject to the relevant terms and conditions. Pricing made available to you at the time of registration of the domain name shall be final and binding for the Registration Term.

VIII.4. All Fees paid by you, including for any third party services, are non-refundable. We will not refund any Fees if a domain name registration is suspended, cancelled, or transferred. Notwithstanding the foregoing, we may issue refunds for duplicate charges or failed transactions, strictly in accordance with our arrangements with our payment partners and any applicable Policies.

VIII.5. We will process payment for the Fees through our arrangements with third-party payment processors. You may pay for Services by providing a valid credit or debit card or any other payment method accepted by us from time to time.

VIII.6. All Fees are exclusive of applicable taxes (including but not limited to any service tax, value tax, or goods

and services tax), and you shall be responsible for payment of all taxes in relation to the Services.

IX. YOUR RESPONSIBILITIES

IX.1. You shall

(a) comply with the terms of this Agreement, ICANN Policies including consensus policies and the Additional Terms;

(b) provide accurate and complete Registrant Data or such other data as may be required by us, the applicable Registry Operator, ICANN, for publication in directories, including WHOIS,;

(c) promptly correct and update the Registrant Data referred to in paragraph (b), and in any event no later than 7 (seven) days following any change during the term of the domain name registration, and shall respond within 15 (fifteen) days to any inquiry made by us concerning the accuracy, completeness or verification of the Registrant Data. You agree that your wilful provision of inaccurate Registrant Data, your failure to correct or update such Registrant Data within the period specified above, or your failure to respond within 15 (fifteen) days to any such inquiry, shall each constitute a material breach of this Agreement and may result in the suspension, cancellation, or such other action in relation to the domain name registration as may be permitted under applicable law, policy, or procedure;

(d) where you license, lease, or otherwise permit a third party to use your Registered Domain Name, you acknowledge that you shall remain the registered name holder of record and remain fully responsible for such domain name, including for:

i. providing your own full contact information;

ii. providing and maintaining accurate administrative and technical contact information sufficient to facilitate the timely resolution of any issues arising in connection with the domain name; and

iii. accepting liability for harm caused by the wrongful use of the domain name by such third party, unless you disclose to a party providing reasonable evidence of actionable harm the then-current contact information of the user/licensee and the identity of such user/licensee within 7 (seven) days of request;

(e) ensure that the registration of the domain name, the manner in which it is directly or indirectly used, and the User Content (defined below) does not infringe, misappropriate, or otherwise violate any third-party intellectual property or other rights; and

(f) respond to inquiries from us within 15 (fifteen) days of receiving any such request.

IX.2. Trademark Registration. You may, at your sole discretion, apply to register the Registered Domain Name (or any portion thereof) as a trademark, subject to this Agreement and Additional Terms, and the requirements of the relevant trademark office in the jurisdiction where you seek registration. You acknowledge and agree that you are solely responsible for (a) determining whether the Registered Domain Name is eligible for trademark protection, (b) obtaining and maintaining any such trademark registration, and (c) ensuring that your rights and use of the Registered Domain Name and any related trademark comply with Applicable Law, and applicable ICANN Policies, including the trademark clearinghouse requirements and third-party rights. If you register the Registered Domain Name as a trademark, you are solely responsible for ensuring that (i) the domain name registration remains active during the trademark registration, or (ii) if you cease using the Registered Domain Name, including cancelling, transferring, or otherwise surrendering the Registered Domain Name, you shall take all necessary steps to update the corresponding trademark registration in accordance with the requirements of the relevant jurisdiction. You acknowledge and agree that you shall be bound by the terms and conditions of the initial launch of the applicable TLD, including, without limitation, the sunrise period and the landrush period, the procedure and process for compliance with ICANN's rights protection mechanisms, including the trademark clearinghouse requirements and any sunrise dispute resolution policy. You further acknowledge and agree that the Registry Operator and/or its service providers shall have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush period, including, without limitation: (a) the ability or

inability of a registrant to obtain a domain name during these periods, and (b) the results of any dispute over a sunrise registration. For the avoidance of doubt, we do not provide trademark registration services and shall not be responsible for any filings made by you in relation to trademarks.

IX.3. You shall use the Platform only for its intended purposes in a bona fide manner. You shall not:

- (a) use the Services for any purpose that is unlawful or prohibited by this Agreement or Additional Terms or to perpetrate any fraud, deception or phishing;
- (b) you pay the Fees using payment instruments you are not authorised to use;
- (c) infringe, violate, or misappropriate any intellectual property rights, including but not limited to copyrights, patents, trademarks, or trade secrets, of any party;
- (d) attempt to or gain unauthorized access to any portion or feature of the Platform including accounts, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the Services by hacking, password mining or any other illegitimate means;
- (e) copy, display, distribute, modify, publish, reproduce, spam, impersonate, pharm, store, transmit, post, translate, perform, licence, archive, create any derivative works from, or in any way exploit any part of any intellectual property or other information, content, materials available on or through the Platform;
- (f) probe, scan or test the vulnerability of the Platform or any network connected to the Platform or Services or breach the security or authentication measures on the Platform or any network connected to the Platform;
- (g) use the Platform to transmit any data or send or upload any material that contains viruses, trojan horses, worms, operating botnets, phishing, piracy, spyware, adware, malware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (h) insert any code or product or manipulate the content of the Platform in any way, or use any data mining, data scraping, data gathering or extraction method on the Platform;
- (i) attempt to circumvent the regular operation of the Platform, or reduce the Fees that we may derive from the Platform by any means, including by creating multiple accounts or redirecting traffic;
- (j) collect any user information through automated means, including but not limited to bots, robots, spiders and scrapers, without our prior written permission;
- (k) facilitate or encourage any violation of this Agreement and the Additional Terms, as amended from time to time;
- (l) make any statement(s) or comment(s) on the Platform which is/are inaccurate, false, unfair or defamatory to us or other users or which violates the legal right of others;
- (m) sell, transfer, or assign your Account to anyone else;
- (n) reverse engineer, decompile, or disassemble the Platform; or
- (o) violate Applicable Laws in any manner including counterfeiting.

IX.4. Please refer to the Registrants' Benefits and Responsibilities Specification specified by ICANN attached hereto (link) for further information.

X. TRANSFER

X.1. You may transfer the Registered Domain Name from the Registrar to another registrar subject to the transfer mechanism prescribed under ICANN Policies. You agree that you and the proposed acquirer shall be solely responsible for (a) ensuring that the transfer is compliant with the Additional Terms; (b) updating all relevant records reflecting the proposed transfer; and (c) making all filings required under ICANN Policies.

X.2. You agree to provide notice, along with any other information sought by us, of the proposed transfer within 5 (five) days of completion of the proposed transfer and shall ensure that the proposed acquirer agrees to be bound by the Additional Terms.

X.3. You shall not transfer the Registered Domain Name:

(a) to any person or entity that is owned or controlled (directly or indirectly) by a person or entity subject to, any trade, economic, or financial sanctions or embargoes administered or enforced by any governmental authority, regulator, or international body, including, without limitation, sanctions imposed by the United Nations, US Office of Foreign Assets Control (OFAC) or the jurisdiction from which you are using the Services;

(b) within [60 (sixty)] days from initial registration of the domain name;

(c) within [60 (sixty)] days from transfer of the Registered Domain Name;

(d) if the Registered Domain Name has expired; or

(e) in a manner that is not in compliance with this Agreement and the Additional Terms.

X.4. In the event you transfer the Registered Domain Name from the Registrar to another registrar, you agree that such transfer may result in an interruption, suspension, or degradation of the Services (including downtime) and we shall have no liability for any loss or damage arising from or in connection with such interruption, suspension, degradation, or downtime.

X.5. If a Registered Domain Name becomes subject to any proceedings under the Uniform Domain-Name Dispute-Resolution Policy ("UDRP") and the Uniform Rapid Suspension System ("URS") or to any court, arbitration, or other legal or administrative proceeding, we shall act strictly in accordance with the decision, order, or direction issued by the relevant authority. In the event that you do not prevail in such a proceeding, all rights, title, and interest in and to the Registered Domain Name shall be deemed forfeited, and the Registered Domain Name shall be transferred, cancelled, suspended, or otherwise dealt with in accordance with such decision or order. We shall not be liable for any actions or omissions pursuant to such order.

X.6. Registrar Transition. You acknowledge and agree that, in certain circumstances, including where our ICANN accreditation is suspended, terminated, or where we are otherwise unable to continue providing the Services, ICANN or the applicable Registry Operator may facilitate the transfer of the sponsorship of your domain name registration to another ICANN-accredited registrar, including by way of a bulk transfer, without requiring your further consent. You further acknowledge that, in connection with any such transition, Registrant Data may be released from escrow or otherwise disclosed to ICANN, the relevant registrar, to the extent required by applicable ICANN Policies. Any such transfer will not affect your status as the Registrant of the domain name but may result in your domain name being managed by a different registrar.

XI. EXPIRY

Each Registered Domain Name is granted for a fixed term selected by you at the time of registration ("Registration Term") and will automatically expire at the end of the Registration Term unless you renew it in accordance with these Terms. You are solely responsible for monitoring the expiry date of your Registered Domain Name and for ensuring that a renewal request is submitted and all applicable renewal fees are paid before expiry.

XII. RENEWAL

XII.1. You have the option to enable auto-renewal for your domain name registration by providing us with your payment information and pre-authorising the transactions on your payment instrument. Where you have chosen to avail this option, your registration will be auto renewed for the Registration Term, 32 (thirty two) days before your current registration is due to expire. Should you wish to change the Registration Term, you may manually choose to change the same.

XII.2. Fees for renewal of Registered Domain Names shall be deducted from the card/payment instrument on file,

opted for at the time of domain name registration. You are responsible for keeping your payment details accurate and up to date to prevent any interruption or loss of your Registered Domain Name. In the event we are unable to deduct the full Fees from your payment instrument, your Registered Domain Name shall expire.

XII.3. You may choose to cancel the auto-renewal by disabling this option and removing your payment information from the Platform at any time before 33 (thirty-three) days of your current registration expiring.

XII.4. Your registration will not be renewed automatically at the expiry of your current registration if you have not chosen the option to auto-renew or if you have chosen the option, but your Registered Domain Name is suspended for violation of this Agreement or Additional Terms or is the subject matter of a UDRP dispute.

XII.5. If you choose to renew the Registered Domain Name manually, you understand and agree that you are solely responsible for the renewal of your Registered Domain Name prior to the expiry of your Registered Domain Name. You may renew the Registered Domain Name at any time prior to its expiry.

XII.6. We will notify you regarding renewals as required by ICANN Policies. We have the discretion to charge dynamic Fees for the renewal of specific TLDs.

XII.7. You acknowledge we are not responsible for errors, inaccuracies, omissions, or any other acts of the Registry Operators in connection with the renewal of the Registered Domain Name.

XII.8. If you do not renew the registration of your Registered Domain Name before the expiry, the registration shall expire. However, we provide a grace period of 30 (thirty) days from the expiry of your registration or such other timeline prescribed by ICANN, whichever is lesser, to renew the registration of the Registered Domain Name ("Grace Period").

XII.9. You understand and agree that the Registrars and/or Registries may charge fees related to reinstating a domain, including reinstatement after failure to renew or suspension. In order to effect a reinstatement request by you, you agree to pay fees charged by a Registry related to such reinstatement and reasonable fees that may be charged by us. Please note that not all registries list their applicable fees for domain reinstatement within their domain registration agreements and/or terms of service. Nonetheless, you acknowledge and agree to pay Registry fees, as determined in their sole discretion, in order to reinstate a domain. You further acknowledge that we have no control over a Registry's determination of fees.

XII.10. In the event you fail to renew the Registered Domain Name within the Grace Period, you shall be provided with an additional 30 (thirty) days or any such timeline prescribed by ICANN, whichever is lesser, to renew the registration of the Registered Domain Name ("Redemption Grace Period"). In such cases, additional fees may be applicable. If the Registered Domain Name is not renewed before the expiry of the Redemption Grace Period, we are entitled to delete the Registered Domain Name within 5 (five) days thereafter, and the Registered Domain Name may be released by the Registry Operator to the public for new registration.

XII.11. We will not be liable for any suspension, deactivation, expiration, deletion, or loss of the Registered Domain Name, or any associated data arising from or in connection with your failure to renew the Registered Domain Name within the applicable renewal period. All renewals shall be subject to the terms of this Agreement and the Additional Terms.

XIII. PRIVACY PROTECTION

XIII.1. We offer you the ability to mask and redact your Registration Information in any public WHOIS search ("Privacy Protection").

XIII.2. If you enable Privacy Protection on our Platform, the masking will be effective once the applicable Registry's WHOIS cache is updated. Until such an update occurs, your Registration Information may remain visible in public WHOIS results despite Privacy Protection being enabled.

XIII.3. Please do note that any Fees payable for enabling and/or using Privacy Protection are non-refundable.

XIII.4. You understand that Privacy Protection be automatically disabled when your Registered Domain Name is

transferred to another Registrar.

XIII.5. Your Registration Information may be revealed (a) to comply with ICANN's policies; (b) in the event of any third party claims arising as a result of your use of Privacy Protection; (c) to comply with the rules, procedures, or practices of the Registry that governs the domain name extension using Privacy Protection; (d) to prevent inappropriate activity that comes to our attention, including, without limitation, if you are using Privacy Protection to hide your involvement in illegal activities or violation of Applicable Law. Privacy Protection and similar services shall not preclude us from seeking information relating to your identity, and we may undertake know-your-customer (KYC) procedures for the purpose of verifying your identity.

XIV. USAGE OF YOUR INFORMATION BY REGISTRAR

XIV.1. You hereby consent to the use, collection, sharing, and processing of your personal information in accordance with our Privacy Policy. You agree that we may use your information, including Registrant Data, technical data, and related information, in accordance with our Privacy Policy.

XIV.2. You acknowledge we may share Registrant Information with ICANN, Registry Operators and its designees and agents, governmental authorities and such other third parties as required by ICANN or as permitted under Applicable Law or outlined in our Privacy Policy. You acknowledge that the Registrant Information must be made publicly available through WHOIS, and you acknowledge that the Registry Operators may also be required to make the Registrant Information publicly available through WHOIS.

XIV.3. We shall send all communications to you by electronic mail in connection with your access to the Platform, utilisation of the Services and as part of our promotional and marketing strategy. You agree to receive all messages and emails, including transactional messages from us, any third parties and our affiliates. We may use third-party service providers to send alerts or to communicate with you. To the extent permissible under Applicable Law, you agree that all documents, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

XIV.4. You further acknowledge that you are responsible for the contact details shared with us and shall update us on any change to your contact details.

XV. THIRD PARTY SERVICES

XV.1. Our Platform may enable you to subscribe to third party services. For example, depending on the partner, this may include third-party email services such as Titan's, where such integrations have been enabled for you. You understand and acknowledge that such third party services are the responsibility of the respective third party that renders such services and are subject to the terms and conditions provided by such third party. You further acknowledge that your use of such third party services is solely at your own risk. We do not guarantee that we will continue to make available or maintain integrations with such third party services and may disable such integrations at any time with or without notice to you.

XV.2. Our Platform includes links to other websites whose privacy practices may differ from those of the Registrar. We have no control over such third-party links present on the Platform, which are provided by persons or companies other than us. You acknowledge and agree that we are not responsible for any collection or disclosure of your information by any external sites, applications, companies or persons thereof. The presence of any third-party links on our Platform, cannot be construed as a recommendation, endorsement or solicitation for the same or any other material on or available via such links. If you submit personal information to any of those websites, their privacy policies govern your information. We encourage you to carefully read the privacy policies of any website you visit.

XV.3. You further acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the collection and/or disclosure of your information via such third party links or as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, products, services, or other materials on or available via such third party links. This will include all transactions and information transmitted therein between you and any such third-party sites or applications or resources; such transactions are

strictly bipartite. We shall not be liable for any disputes arising from or in connection with such transactions between you and the aforementioned third parties.

XVI. DISCLAIMERS

WE PROVIDE OUR SERVICES, OUR CONTENT, AND ALL OTHER CONTENT AND MATERIALS AVAILABLE THROUGH OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO OUR SERVICES, OUR CONTENT, AND USER CONTENT INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OUR SERVICES, OUR CONTENT, USER CONTENT, OR OTHERWISE AVAILABLE THROUGH OUR SERVICES WILL CREATE ANY WARRANTY REGARDING OUR SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU USE OUR SERVICES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN OUR CONTENT, OR USER CONTENT OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES, AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO OUR SERVICES, YOUR DEALINGS WITH ANY OTHER MEMBER OR THIRD PARTY, AND YOUR USE OF OUR CONTENT, USER CONTENT OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH OUR SERVICES), OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF OUR SERVICES OR THE USE OF ANY OF OUR CONTENT, USER CONTENT OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL AFFECT WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

XVII. INTELLECTUAL PROPERTY RIGHTS

XVII.1. All rights, title, and interest in and to the Platform and/or Services, including text, graphics, software, photographs and other images, videos, sounds, trademarks, and service marks, are owned by or otherwise licensed to us. Subject to your compliance with this Agreement and Additional Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited licence to use the Services in accordance with this Agreement.

XVII.2. User Content. All content, materials, data, and other intellectual property that you publish, host, transmit, or otherwise make available on or through the Services (collectively, "User Content") remain your intellectual property. Except to the extent necessary to provide the Services, we do not acquire any rights, title, or interest in the User Content. We do not monitor, review, or verify the User Content and disclaim any responsibility or liability arising from the User Content.

XVII.3. All names, whether or not appearing with the trademark symbol, are trademarks that belong to us unless otherwise stated by us. The use or misuse of these trademarks or any other materials, except as permitted in this Agreement, is expressly prohibited and may be in violation of copyright law, trademark law, and any other Applicable Law.

XVII.4. Except as stated in this Agreement, nothing in this Agreement shall be construed as conferring any right in or licence to our or any third party's intellectual property rights.

XVII.5. You may, from time to time, submit suggestions and other feedback, including bug reports, relating to the Services or the Platform either of your own accord or at our request ("Feedback"). In the event the Registrar uses, copies, discloses, publishes, displays, distributes, and/or exploits the Feedback ("Registrar Work"), you agree and acknowledge that the Registrar shall own all intellectual property in relation to such Registrar Work. To the extent that the Registrar is not considered the owner of the Registrar Work(s) under any Applicable Law, you hereby assign all rights, title, and interest in the Registrar Work to the Registrar. Such assignment in favour of the

Registrar is on a worldwide, enterprise-wide, perpetual, unconditional, fully paid-up and royalty-free basis.

XVII.6. To the extent the assignment is not effective under Applicable Law, you hereby grant a worldwide, enterprise-wide, perpetual, irrevocable, fully paid-up, royalty free, unconditional unlimited right and licence to use the intellectual property rights in the Registrar Work to the Registrar and further to modify, improve, interpret, compile, recompile and further licence the intellectual property rights provided in the Registrar Work for any purpose of the Registrar and without identifying or seeking the consent of. Notwithstanding anything under Applicable Law, you agree and acknowledge that the intellectual property rights in the Registrar Works assigned and/or licensed to the Registrar pursuant to this Section shall not revert to you or lapse merely by efflux of time or the Registrar's failure to exercise its rights.

XVIII. REPRESENTATION AND WARRANTIES

XVIII.1. You represent and warrant that:

- (a) you have the full right and authority and all necessary permits and consents to enter into, execute, and perform your obligations under this Agreement;
- (b) you are competent to enter into this Agreement and entering into this Agreement does not breach any Applicable Laws; and
- (c) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation, or other proceedings, claims, actions, governmental investigations, orders, judgements, or decrees of any nature made, existing, or pending or threatened or anticipated against you, which may prejudicially affect your performance of or the enforceability of this Agreement.

XIX. INDEMNITY

XIX.1. You agree to indemnify, defend at our option and hold the Registrar and our affiliates, and their officers, directors, agents, employees, partners, representatives and licensors harmless from and against any or all claims, demands, suits, judicial proceedings, losses, liabilities, damages and costs (including but not limited to any attorney's fees, damages, liabilities and settlements) due to or arising out of:

- (a) your access to and/or use of the Platform and/or Services;
- (b) violation of this Agreement or any other Policies;
- (c) violation of any third party rights by you;
- (d) violation of Applicable Law; and
- (e) gross negligence, wilful misconduct and fraud.

XIX.2. The Registrant agrees to indemnify, defend, and hold harmless the Registry Operator, and its and their directors, officers, employees, subcontractors, agents, and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating in any way, for any reason whatsoever, to the Registrant's domain name registration, any breach of the registration agreement with the Registrar, and any use of the domain name. In the event you are not the Registered Name Holder, you will ensure that the Registered Name Holder shall indemnify and hold harmless the Registry Operator 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 Registered Name Holder's domain name registration.

XX. LIABILITY

XX.1. To the extent permitted under Applicable Laws, in no event shall the Registrar, its affiliates, officers, employees, directors, agents, contractors, partners, suppliers, or licensors be liable to you or any third party for any special, indirect, incidental, consequential, punitive, or exemplary (including without limitation lost business

opportunities, loss of profits (including anticipated profits) damages or any other pecuniary or non-pecuniary losses including but not limited to breach or loss of data, or goodwill, regardless of whether we have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action or any other claim arising out of or relating to:

- (a) your access to, use of or inability to access or use the Platform and/or the Services;
- (b) any act, omission, misrepresentation, misconduct or unlawful conduct of any third-party, including other users, advertisers, or service providers in relation to or through the Platform;
- (c) any unauthorised access to, use of or alteration of your transmissions or content on the Platform;
- (d) any errors, omissions, delays, interruptions, defects, or failures in any Service or content provided on or through the Platform, whether caused by a technical malfunction or otherwise.

XX.2. Notwithstanding anything to the contrary, the maximum aggregate liability of the Registrar for any and all direct claims arising out of or in connection with this Agreement shall not exceed the greater of (a) one thousand U.S. dollars (US\$1,000), or (b) the total fees paid by the Customer to the Registrar under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

XXI. TERM AND TERMINATION

XXI.1. The term of this Agreement commences on the date on which you start using the Services and continues until the expiry of the Registered Domain Name ("Term").

XXI.2. Upon termination of this Agreement, this Agreement and any licence granted herein shall terminate, except for those sections that expressly or are intended to survive termination or expiry. In the event you are using any third party services, you are solely responsible for downloading and maintaining backups of any data, content, or other materials associated with such third party services before termination of this Agreement. Any backup or export functionality, if at all provided, is provided by the relevant third-party provider, and we do not control, guarantee, or assume responsibility for the availability or completeness of any such backup.

XXI.3. Notwithstanding the foregoing, the Registrar may retain and use any information shared by you after termination as permitted under the Privacy Policy, provided that such retention and use does not breach Applicable Law or ICANN Policies.

XXII. CONSEQUENCES OF BREACH

XXII.1. We reserve the right to suspend and/or terminate your access or use of the Platform, or any portion thereof, immediately and at any point, at our sole discretion, if

- (a) you violate this Agreement or the Additional Terms;
- (b) you do not satisfy the eligibility criteria;
- (c) you fail to pay the applicable Fees;
- (d) you raise a chargeback request for the availed Service;
- (e) your use of the Service is in violation of Applicable Laws;
- (f) you use the Service for any unlawful or illegal activity; or
- (g) the Registered Domain Name becomes the subject of a court action or any other legal or administrative proceeding.

XXIII. GOVERNING LAW AND DISPUTE RESOLUTION

XXIII.1. This Agreement shall be governed by the laws of the State of California, without regard to its principles of

conflict of laws.

XXIII.2. Except as set forth below, all disputes shall be settled by binding arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules ("ICDR International Arbitration Rules"), then in effect, by one (1) arbitrator appointed in accordance with the ICDR International Arbitration Rules. The seat of arbitration shall be in Los Angeles, California.

XXIII.3. The main and the official language of the arbitration proceedings shall be the English language, and all documents submitted in connection therewith, including, without limitation, the award, shall likewise be in the English language. Judgment upon the award may be entered in any court having jurisdiction thereof or having jurisdiction over the applicable party and/or its assets. The arbitration proceedings and the award shall be confidential.

XXIII.4. Notwithstanding the generality of this Section, and without waiver of a party's right to final adjudication on the merits by arbitration as provided herein, either party may seek provisional remedies by filing a lawsuit in any court, domestic or foreign, having jurisdiction over the parties or any assets of the parties, to toll the running of a relevant statute of limitations or to seek equitable or other judicial relief to prevent or stop the breach or threatened breach of this Agreement, breach of intellectual property rights or otherwise, and to enforce the parties' obligations hereunder.

XXIV. MISCELLANEOUS

XXIV.1. Availability of rights and remedies. The terms of this Agreement shall be interpreted in accordance with Applicable Law, which may vary across jurisdictions. Accordingly, certain rights, obligations, or remedies referenced in these terms or available under Applicable Law may be restricted, modified, or unavailable in one or more jurisdictions, and shall apply only to the extent permitted under Applicable Law.

XXIV.2. Survival. The provisions of this Agreement that, by their nature, are intended to survive termination or expiration shall so survive, including without limitation those relating to intellectual property, liability, indemnification, payment obligations, disclaimers, governing law and dispute resolution, and any other provisions which, by their terms or intent, extend beyond the termination or expiration of this Agreement.

XXIV.3. Severability. If any provision of this Agreement is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Section, in which case the entirety of the relevant provision will be deemed to be deleted).

XXIV.4. Waiver. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Every right or remedy herein conferred upon or reserved to either party shall be cumulative and shall be in addition to every right and remedy existing at law or equity or by statute, and the pursuit of any one right or remedy shall not be construed as an election.

XXIV.5. Force Majeure. You agree that we shall not be liable for any breach of this Agreement if such breach is caused by an event that is unforeseeable and beyond our reasonable control (such as, depending on the circumstances, unavailability of any communication system, breach or virus in our system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, unauthorised access to computer data and storage devices, computer crashes ("Force Majeure Event")). In such circumstances, we will be entitled to a reasonable extension of time to fulfil our obligations and shall take commercially reasonable methods to inform you of the Force Majeure Event and use all reasonable endeavours to mitigate the effects of the Force Majeure Event.

XXIV.6. Notices. Any notice required or authorised to be given under this Agreement shall be in writing and may be served (a) to the Registrar by sending an email to legal@namify.tech marked for the attention of Legal Representative Namify Dot Inc ; and (b) to you by sending an email to the email ID provided by the User while

creating the Account, provided that such emails are actually received. A notice shall be effective from the day it was received, and if not sent during a business day, then from the recipient's next business day.

XXIV.7. Third Party Rights. You agree and acknowledge that ICANN and the Registry Operator are third party beneficiaries to this Agreement and can enforce the terms contained herein .

XXIV.8. Modifications. We reserve the right to modify this Agreement and/or any other Policies at any time. Such modifications and additional terms and conditions will come into effect once we publish them on our website. We may also communicate such modifications to you. In the event you do not agree with any of the changes, please do not continue to use our Services.

XXIV.9. Regulatory Changes. You acknowledge and agree that we may have to modify the Services or the Platform to comply with Applicable Laws. As a result of this, you may be unable to access or use all or any part of the Services or the Platform. We shall not be liable to you for such inability to use the Services or the Platform pursuant to our compliance with Applicable Laws.

XXV. CONTACT DETAILS

XXV.1. If you would like to exercise any of your rights or if you have any grievances or queries, you may reach out to us by visiting us at our <https://namify.tech/>.