

OnlineNIC Domain Name Escrow Agreement

This OnlineNIC domain name Escrow Agreement (The "Agreement") is for your use of domain name escrow service and transaction management (the "Services") owned or operated by OnlineNic, Inc. ("OnlineNic"). If you do not agree with these Terms of Use, you shall stop further use or access of the Services. If you agree with these Terms of Use, you will be bound by as follows:

1. **Definitions.** "Agreement" refers to this Agreement. "You" or "User" means Buyer(s) and Seller(s) participating in a Transaction. "Site" refers to the website for the Services which can be found at www.onlinenic.com.

2. **Description of the Service.** The Services are Internet-based transaction management services performed by OnlineNic. OnlineNic, a California corporation, acts as an escrow agent in a domain name transfer transaction (the "Transaction"), which Services are intended to facilitate the completion of the underlying transaction under the terms of this Agreement.

3. **Limits on the Services.** The Services are only available for lawful items and items not otherwise excluded by Article 4 hereof. Applicable state or federal laws and regulations may further limit the Services.

4. **Prohibited Transactions.** Users shall not utilize the Site or the Services in connection with any Transaction that is illegal or involves any illegal items. In addition, OnlineNic, in its sole discretion, may refuse to complete any Transaction that OnlineNic has reason to believe that is unauthorized or made by someone other than the User, may violate any law, rule or regulation, or if OnlineNic has reasonable cause not to honor it. Each User agrees to indemnify and hold OnlineNic harmless for losses resulting from any use or attempted use of the Services in violation of this Agreement.

5. **Rejection of Payment.** Since the use of a bank account, credit card or debit card account, or the making of an electronic funds transfer may be limited by your agreement with your financial institution and/or by applicable law, OnlineNic is not liable to any User if OnlineNic does not complete a Transaction as a result of any such limit, or if a financial institution fails to honor any credit or debit to or from an Account. OnlineNic may post operating rules related to payment on the Site and change such rules from time to time.

6. **Obligations of Sellers.** OnlineNic escrow service was designed to offer both buyers and sellers with a reliable and trusted platform for purchasing and selling domain names. Each seller of a Transaction must designate an Account to which payment for the Transaction will be made. Each seller in a Transaction shall transfer the domain name(s) directly to the Buyer (or Buyers), at the domain registrar specified by such Buyer.

8. **Obligations of Buyers.** Each Buyer must designate a payment mechanism and an account from which the purchase price and related fees (unless such fees are to be paid by Seller) will be obtained for the deposit into OnlineNIC. Buyer will initiate the wire transfer to an account

designate by OnlineNic. OnlineNic will deposit funds received from Buyer into account maintained by OnlineNic. Buyer shall notify OnlineNIC of the receipt or escrowed domain name(s). Upon receipt of notice from Buyer that the domain name has transferred to and controlled by the Buyer, OnlineNic shall transfer the payment amount (minus OnlineNic's for escrow fees) to Seller's account.

9. Our Responsibilities. OnlineNic is obligated to perform only those duties expressly described in this Agreement. OnlineNic shall not be liable for any error in judgment, for any act taken or not taken, or for any mistake of fact or law, except for gross negligence or willful misconduct (subject to the limitations in Section 13 below). OnlineNic may rely upon any notice, demand, request, letter, certificate, agreement or any other document which purports to have been transmitted or signed by or on behalf of a User indicated as the sender or signatory thereof and shall have no duty to make any inquiry or investigation. In the event that OnlineNic is uncertain as to OnlineNic's duties or rights under this Agreement, receives any instruction, demand or notice from any User or financial institution which, in OnlineNic's opinion, is in conflict with any of the provisions of this Agreement, OnlineNic may (i) consult with counsel of our choice (including our own attorneys) and any actions taken or not taken based upon advice of counsel shall be deemed consented to by you, or (ii) refrain from taking any action other than to retain the funds at issue in accordance with the written agreement of the Users, the final decision or award of an arbitrator pursuant to an arbitration commenced, or a final, non-appealable judgment of a court of competent jurisdiction, or (iii) discharge our duties under this Agreement by depositing all funds by interpleader action with a court of competent jurisdiction.

10. Canceling a Transaction. If a Transaction cannot be completed for any reason, including cancellation by OnlineNic for any reason, OnlineNic will notify each User in such Transaction by e-mail, to the e-mail address each has provided to OnlineNic. In OnlineNic's sole discretion, OnlineNic may cancel any Transaction if each User to a Transaction fails to agree on the terms as required in this Agreement.

11. Statements, Verification. You agree that all disclosures and communications regarding this Agreement and the Service shall be made by e-mail or on the Site, unless the parties make other arrangements.

12. Fees. Each user in the Transaction agrees to pay the fees for the Services that are disclosed on the Site at the time of the Transaction, as well as any other fees, including, without limitation, third party service fees (e.g., domain name registrar transfer fee, etc.). Once paid, escrow fees are nonrefundable. OnlineNic's escrow fees may change from time to time in OnlineNlic's absolute and sole discretion. OnlineNic is not responsible for payment of any sales, use, personal property or other governmental tax or levy imposed on any domains purchased or sold through the Services or otherwise arising from the Transaction.

13. Disclaimers. You expressly agree that your use of the Services is at your sole risk. The Services are provided on a strictly "as is" and "as available" basis. OnlineNic MAKES NO WARRANTY WITH REGARD TO THE UNDERLYING TRANSACTION, ANY DOMAINS

OBTAINED BY YOU THROUGH THE USE OF THE SITE OR THE SERVICES, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE.

OnlineNic expressly disclaims any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. OnlineNic shall not be liable or responsible for those guarantees, warranties and representations, if any, offered by any Seller of items. No advice or information, whether oral or written, obtained by you from OnlineNic or through the Services shall create any warranty not expressly made herein.

You acknowledge and agree that OnlineNic does not endorse the website of any third party, or assume responsibility or liability for the accuracy of any material contained therein, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime facilitated thereby. In no event will OnlineNic be liable for any act or omission of any third party, including, but not limited to, your financial institution, any payment system, any third party service provider, any provider of telecommunications services, Internet access or computer equipment or software, any mail or delivery service or any payment or clearing house system or for any circumstances beyond OnlineNic's control (including but not limited to, fire, flood or other natural disaster, war, riot, strike, terrorism, act of civil or military authority, equipment failure, computer virus, infiltration or hacking by a third party, or failure or interruption of electrical, telecommunications or other utility services).

14. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ONLINENIC NOR ITS AFFILIATES, SHALL BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RELATING TO YOUR USE OF THE SITE OR THE SERVICES OR YOUR INABILITY TO USE THE SITE OR THE SERVICES.

15. Termination of Services. OnlineNic may suspend or terminate your use of the Services at any time, without notice for any reason, in OnlineNic's sole discretion. Except as warranted by risk to the security, privacy or integrity of the Services, OnlineNic will attempt to provide you with prior notice of the suspension or termination of the Services by sending you an e-mail, but OnlineNic is not obligated to do so. You shall remain liable for all Transactions you initiate through the Services prior to such termination, and the performance of your obligations, including but not limited to, the transfer of the domains and the payment of all amounts you owe prior to termination or discontinuation of your use of the Services. You agree to pay all costs and expenses (including reasonable attorneys' fees) that OnlineNic may incur in order to (a) collect any amounts you owe under this Agreement, or (b) to initiate an arbitration or judicial proceeding to resolve a dispute between Buyer and Seller.

16. Non-Transferability of the Services. You may not assign this Agreement to any other person or entity. Your right to use the Services shall not be sold or transferred to any other person or entity without the prior written consent of OnlineNic. OnlineNic may assign this

Agreement upon notice to you. Any assignment or transfer in violation of this provision shall be null and void.

21. **Modifications.** OnlineNic reserves the right to change this Agreement, or any portion of it, at any time, without prior notice. You understand that the most recent version of this Agreement will be located on the Site.

22. **Notices.** Notices from OnlineNic to you will be given by e-mail, or by general posting on the Site. You may contact OnlineNic by filling out the customer support form or such other email address as OnlineNic posts as its address for notice on the Site.

23. **Indemnification.** You agree to indemnify and hold OnlineNic, OnlineNic affiliates and their respective officers, directors, shareholders, employees and assigns, harmless from any claim, demand, expense or damage, including reasonable attorneys' fees and court costs, arising from or relating to your use of the Services or any violation of this Agreement, including, without limitation, payment of OnlineNIC fees and any charge backs from a card organization or reversal or nonpayment of any credit or debit entry.

24. **Miscellaneous.** This Agreement shall be governed by the laws of the State of California and any dispute shall be resolved in the federal courts of Northern California. OnlineNic's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by OnlineNic in writing.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto.

OnlineNic may assign this Agreement to any current or future affiliated company and to any successor in interest. OnlineNic also may delegate certain of OnlineNic rights and responsibilities under the Agreement to independent contractors or other third parties.

If you are User of OnlineNic domain name escrow service, then each time you request the Services will constitute your agreement to these Terms of Use, as amended from time to time in OnlineNic's sole discretion, and evidence that you have read, understood and accepted the then applicable Escrow Agreement.