Domain Registration/Domain Transfer/Domain Renewal Contract

TERMS OF SERVICE

This contract is between Enter.Net, Inc., located at 815 N 12th Street, Allentown PA 18102, ("Enter.Net") and you, Enter.Net's customer, ("Customer" or "you" or "domain registrant" or "registrant") and is effective when accepted by Enter.Net, Inc.

You are ordering a new domain name (domain registration - domain name means a name that identifies the internet address for your service), or transferring or renewing an existing domain name as stated on your Application or invoice. Enter.Net, Inc. may accept or reject your order for any reason. Such reason(s) may include, but are not limited to, your request for registration of a prohibited or questionable domain name. Enter.Net will register your domain name/names with Enom ("domain registrar" or "registrar" - registrar means an organization that manages internet domain names) or the registrar that Enter.Net is using at the time which you enter into this contract.

The length of this contract is the period of time that a domain name is registered for, which is currently either a 1-year, 2-year, 5-year and 10-year period. You will select one of these time periods.

Our Services:

Enter.Net, Inc. is a reseller of domain names. This means that Enter.Net is authorized to register domain names on behalf of you through a registrar.

Your domain registration will take place once all of the following has been completed:

1. Enter.Net. receives and accepts this Contract and your domain registration application, renewal and/or transfer application.

- 2. You agree to the terms and conditions outlined in this contract.
- 3. Enter.Net receives payment for the registration, domain transfer fees, renewal and/or reinstatement fees, or any other fees, as applicable.

In addition, Enter.Net may provide you with the option of adding additional paid or free services during the inital registration process (such as web hosting, design, email or any other services).

You agree to abide by these terms, Enter.Net's Acceptable Use Policy and Enter.Net's Terms of Service (found on Enter.Net's webpage - www.enter.net/aup) for Enter.Net to provide this service. If you violate any of these terms and/or policies, Enter.Net reserves the right to disconnect or discontinue your service without warning. If this occurs, no refund will be given to you.

Domain parking:

In the domain registration or transfer process, you will be asked to provide name servers (DNS) to associate with the domain being registered. If you do not provide this information, your domain will automatically be pointed or redirected to Enter.Net's servers. This is known as Parking. There is no charge for parking a domain. Enter.Net reserves the right to "park the domain at www.enter.net" or a "coming soon" page that may include advertising. You may change the name server configuration (or "un-park" the domain) after the registration is complete.

Domain Transfer:

You understand that you must supply Enter.Net with the username and password for unlocking the domain and/or unlock the domain yourself at the current registrant in order for the transfer to take place. Locking or unlocking a domain is the process in which you allow or deny a domain to change registrars. You further understand that no claim may be made against Enter.Net for any delays, miscommunications, the time it takes the registrar to change the DNS servers, unlock the domain, down time of the domain or the time it takes you to provide the correct information to enable the transfer. You must respond to any emails received from the registrar or Enter.Net for the purpose of transferring the domain name correctly and timely. If a response is not received by you in a correct and timely manner, this will delay the transfer of your domain. Changing DNS may take 24-48 hours in order for the domain to be seen properly.

Domain Hosting:

It is also your responsibility to copy any Web site files, custom or non-custom scripts, programs or applications located at the current hosting server and upload those files to the new location on Enter.Net's server once the domain name is transferred, unless other prior arrangements have been made with Enter.Net.

Uploading is the process that a customer uses to move the files, custom or non-custom scripts, programs or applications from his/her computer to Enter.Net server. It is your responsibility to keep a backup of the Web site files, custom or non-custom scripts, programs or applications as Enter.Net does not keep or provide these backup files. Enter.Net has the right, without warning, to update its software which may cause custom or non-custom scripts, programs or applications to not run and it is your responsibility to fix the custom or non-custom scripts, programs and applications.

You agree that all files hosted or linked from or on Enter.Net's hosting service must conform to Enter.Net's Acceptable Use Policy and Terms of Service found on Enter.Net.s webpage www.enter.net/aup. You may not host or link to any illegal software, pirated software, warez, cracks, serials, or pornography on Enter.Net's servers. Enter.Net has the right to remove, refuse, change, or modify any content hosted on Enter.Net servers for any reason. You are responsible for keeping an up-to-date backup of ALL files, custom or non-custom scripts, programs or applications uploaded to Enter.Net's servers by you, by Enter.Net or by any third party. You understand that Enter.Net is not responsible for lost, missing, deleted, corrupted, modified, or changed files, custom or non-custom scripts, programs or applications. You further understand that you are responsible for backing up all files, custom or non-custom scripts, programs or applications before using any utilities to modify their Web site such as, but not limited to, Site Studio, or any other content management system provided by you, by Enter.Net or any other third party provider.

Private Registration:

You may decide to add a private registration service, for an additional fee, to your domain name. All personal information given during the domain registration process must, by ICANN regulations, be available for anybody to view on the web through the public WHOIS database. Private Registration protects your personal information by keeping this information out of the public WHOIS database. This service will assign alternate contact information that is displayed in your WHOIS listing.

The term and expiration date of the Private Registration are independent of the domain name registration term and expiration date. If Private Registration is added at the same time as a new domain name registration, the services will be linked together and share the same expiration date. If Private Registration is added to an existing domain name at any other time, the expiration dates will not be linked and be payable on separate invoices.

If you do not renew the Private Registration service by the expiration date, the Private Registration service may automatically be deleted from your domain name.

If a domain name is deleted for non-payment, the Private Registration will also be deleted. If a domain name is restored during the Redemption Grace period, the Private Registration service will have to be purchased again. The Redemption Grace Period is when the domain name has expired, but has not yet been released for others to purchase it.

Please note that the Private Registration service may not be transferred when a domain name is transferred to or away from Enter.Net. Enter.Net does not give refunds, in whole or in part, for the Private Registration service for any reason and this service may be terminated at any time, for any reason, at Enter.Net's sole discretion.

Email:

You have the right to operate and maintain your own mail server for which you are solely responsible for. You are also responsible for making sure that the MX (mailer) records are correct.

Enter.Net is not responsible for any lost or delayed email due to the renewal or transfer of a domain name or due to the inaccuracies of MX records. Enter.Net is not responsible for any lost or delayed email if you are using Enter.Net's email system. Enter.Net does not allow the storing of mail on its servers and it is your responsibility to make sure that an email program is configured correctly to download the mail. It is your responsibility to setup all mail accounts for the

domain name, or verify that the accounts are setup properly on Enter.Net.s server. You must notify Enter.Net immediately of any corrections or changes.

DNS

You are responsible for ensuring that the DNS of the domain is accurate. DNS is the hostname or IP address of the server that the domain name will point to. Enter.Net is not responsible for downtime due to incorrect DNS settings.

Fees:

All domain registration, renewal and transfer fees must be prepaid by you prior to the domain registration, transfer, and/or renewal process. If you register, renew, or transfer a domain online at domains.enter.net, you must pay by either credit or debit card. If you decide to pay for fees at Enter.Net's place of business, you may pay for services by cash, money order, or credit/debit card. Enter.Net does not give refunds in whole or in part for your domain registration, transfer or renewal of domain name. This includes but is not limited to the transfer being suspended, if the domain is cancelled or if the domain is transferred away from Enter.Net prior to the end of current registration/renewal term or if you do not want the domain name or for any other reason.

Domain Renewals:

You understand that any, and all renewal fees for the domain name is your sole responsibility. Enter.Net is not responsible for making sure that your information is correct and that the domain name is renewed prior to its expiration. You agree that Enter.Net will not be held responsible for cancelled domain names that you fail to renew. It is your responsibility to make sure that all registration information is kept current, including, but not limited to, postal address, email address and contact telephone number. You will alert Enter.Net of any changes through signed fax on company letterhead at 610-435-3550 or by sending an email to support@enter.net. In both cases, the subject line must say "ATTENTION-Domain Maintenance".

If the domain name is not renewed in a timely manner, there may be a Redemption Grace Period available in which you may be able to pay a Redemption Fee to redeem the domain name. The Redemption Grace Period is when the domain

name has expired, but has not yet been released for others to purchase it. The current Redemption Fee is \$160.00 and is subject to change. The Redemption Fee does not cover the cost to renew the domain name. It only covers the cost to remove the domain name from Redemption.

Enter.Net's right to modify fees charged to you:

Enter.Net, Inc. reserves the right to modify any fees, surcharges, and renewal fees or to institute new fees at any time, for any reason, at its sole discretion.

Default:

In the event of your default of domain registration, renewal or transfer, you acknowledge that the domain name may change ownership to Enter.Net. Enter.Net reserves the right to make the domain available to other parties for purchase. Enter.Net, at its discretion, may reinstate your domain name if you make suitable payment for any reinstatement fees imposed by Enter.Net, if the domain is still available.

If the domain name expires and the Redemption Grace Period expires, the domain name is held by the registrar and enters a period where it may be auctioned off to the highest bidder. If the domain name is not purchased during the auction period or retained by any other party, the domain name may then be available to be purchased by the public.

Limitation of Liability:

As a reseller of domain names, you understand that Enter.Net, Inc. does not control all aspects of the domain registration/transfer/renewal process. For example, once you complete a domain application, Enter.Net forwards the information contained in the application to an appropriate Domain Registrar for processing and the actual registration of the domain name. You understand that Enter.Net is not responsible for any inaccuracies regarding the registration information given by you and that you are solely responsible for making sure that all information is correct. Enter.Net is also not responsible for inaccuracies made by the Registrar or Enter.Net. Enter.Net will not give refunds due to spelling errors and/or typos, but will attempt to work with you to resolve any inaccuracies.

No claims may be made against Enter.Net due to your failure to provide current billing or contact information or your failure to pay any domain fees, renewal fees or redemption fees. If you violate this contract, you will be responsible to pay Enter.Net any and all reasonable counsel fees and costs of suit to enforce this contract. For any claim, Enter.Net is only liable under this contract for the dollar amount received from you to Enter.Net for the services provided by Enter.Net.

Enter.Net makes no warranties of any kind, whether expressed or implied, for the setup of services. You are responsible for reviewing all material and making sure that it is accurate. Enter.Net is not responsible if services do not work due to inaccuracies or omissions from third parties. Enter.Net is not responsible for any lost data due to your failing to renew or pay any invoices in a timely manner.

There are no refunds, either partial or in full, for setup fees or any remaining balance for Enter.Net service. You agree to pay all future invoices on or before the due date unless notice of cancellation, either written or faxed on company letterhead, is received by Enter.Net. If notice of cancellation is not received, Enter.Net will charge the credit card on file on the due date.

Registrant Information:

You are responsible for keeping all of the following information up to date:

- 1. The Domain Registrant's name, postal address, phone and/or fax number and email address
- 2. The Administrative contact information, including the name, postal address, phone and/or fax and e-mail address
- 3. Billing contact information, including the name, postal address, phone and/or fax and e-mail address

If there is a change in any of the above information, it is your responsibility to notify Enter.Net immediately by sending a signed fax on your company letterhead to 610-435-3550 or by the domain registrant sending an email to support@enter.net.

Enter.Net will maintain additional information relating to a domain registration, which may include the following:

1. The original creation date of the domain registration

- 2. The submission date modifications, or terminations
- 3. Payments
- 4. The IP addresses of the primary nameserver and any secondary nameservers
- 5. The corresponding names of those nameservers
- 6. The customer/registrant's info and corresponding info

You agree and acknowledge that Enter.Net will make the Registration Information and the Additional Registration Information available to ICANN and to other third parties such as, but not limited to Verisign, Inc. Global Names Registry Ltd.,

Neustar Inc. Afilias USA Inc. and/or Global Domains International

Neustar, Inc., Afilias USA, Inc., and/or Global Domains International (collectively, "Registry Administrators") as applicable laws may require or permit. Additionally, you understand that ICANN and the Registry Administrators may establish guidelines, limits and/or requirements that relate to the amount and type of information that Enter.Net, Inc. may make available to the public or to private entities, and the manner in which this information is made available.