AGREEMENT TO REGISTER DOMAIN NAME

This Agreement to Register Domain Name (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Registrant"), a company organised and existing under the laws of the of [COUNTRY], with its head office at:

[YOUR COMPLETE ADDRESS]

**AND: [CLIENT NAME]** (the "Client"), a company organised and existing under the laws of [COUNTRY], with its head office at:

[COMPLETE ADDRESS]

1. **SERVICES TO BE PERFORMED**

The Registrant hereby agrees to perform domain name search and registration services for the Client as provided in and subject to the terms and conditions of this Agreement.

It is expected that the Client provides the Registrant with a list of [NUMBER] and no more than [NUMBER] desired domain names, listed in order of preference, within [NUMBER] business days from the date of this Agreement.

Upon receipt of the above-referenced list of desired domain names, Registrant shall search such names for availability in order of preference stated by the Client. The registrant shall search such desired names until the first such name is shown to be available. Upon determining that the first such name is available, the Registrant is hereby given the authority as Client’s agent and attorney to take all steps necessary to register such domain name.

1. **PAYMENT**

In consideration of the services to be performed by the Registrant hereunder, the Client agrees to pay upon execution of this Agreement and before the Registrant performed any services hereunder, an amount equal to [AMOUNT] as a service fee for performing the domain name search and registration on behalf of Client. Additionally, upon execution hereof, the Client shall pay the Registrant an amount equal to [AMOUNT] to cover the fee for initial registration of such domain name.

1. **RIGHTS**

As per the conditions of this Agreement, the Registrant shall not own any right, title or interest in and to any registered domain name under this Agreement and that the domain name registered for the Client will be owned by the Client. The Client acknowledges that this agreement can only be made as between the potential rights of the Client and the Registrant and that the Registrant cannot represent that a third party will not have or claim rights in and to any domain name that is registered under the terms of this Agreement.

1. **AVAILABILITY OF THE DOMAIN NAMES**

If none of the domain names on the Client’s list are available for registration, the Registrant shall inform the Client of this fact. Thereafter, the Client shall be responsible for providing another listing of [NUMBER] to [NUMBER] desired names. Upon receiving the second list of desired names, the Registrant shall repeat the process stated earlier herein. If no name is available following the search of the second list of names, the Registrant shall so inform the Client, and the Registrant shall have no further obligations to the Client concerning the domain name. Upon receipt of such notification, the Client shall elect whether to continue with the search process, in which event another service fee shall be payable to the Registrant, less any amount paid to the registrant for the price of the domain name. Upon election to continue with the process, the Client shall submit another list of desired names listed in order of preference along with payment of the second service fee. Upon receipt of the new preferenced list and the second services fee, the registration process described above shall be reinitiated. If the Client does not wish to go forward upon receipt of the notice that the desired names are not available after providing two desired lists, the service fee shall be retained by the Registrant for services rendered and the Client shall be entitled to a refund of any amount paid to the Registrant for the actual cost of paying for the registration to a third party.

Following registration of the desired domain name, the Registrant shall inform the Client and provide the Client with all relevant registration information, numbers, and passwords.

The Client represents, warrants, acknowledges and agrees that the Registrant cannot guarantee that any desired name will be available for the registration. The Registrant is not responsible for any third party who may have registered or in the future may register any of the names desired by the Client or the assertion of any rights in and to such names by any third party.

1. **INFRINGEMENT**

The Client represents and warrants to the Registrant that the names provided on any preference list shall not infringe upon the trademarks or other proprietary rights of any other party and that the Client is the *bona fide* owner of all proprietary rights associated with each such name. Client acknowledges that the Registrant has informed the Client that a comprehensive common law trademark search should be performed before selecting any domain name for registration to determine whether such name could infringe upon the proprietary or trademark rights of any third party. The Client hereby represents, warrants and agrees that it has had a trademark search performed concerning such name and that the Client assumes any and all responsibility or liability that may arise from the registration and/or use of any domain name registered. The Client shall indemnify and hold Registrant harmless from and against any assertion of potential proprietary rights by any third party, including but not limited to attorney fees in addressing any such situation. Notwithstanding the above, the Registrant does not assume any responsibility for addressing any claimed infringement that may arise from the registration or use of any domain name that is registered.

1. **RENEWAL**

It shall be the Client’s duty to renew any domain name registered hereunder and Registrant shall have no obligation to provide renewal services or to inform the Client of any necessary renewals.

1. **WARRANTIES**

The Client acknowledges and agrees that registrant’s services provided hereunder are provided on the as-is basis, without warranty of any kind, including, but not limited to, any express or implied warranties of merchantability or fitness for a particular purpose. The Client further agrees that the Registrant shall not be liable for any loss of profits, loss of use, business interruption or any direct, indirect, incidental or consequential damages of any kind to any party, including but not limited to the client.

1. **ENTIRE AGREEMENT**

This Agreement states the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all other agreements relative to the content of this Agreement. This agreement may only be amended by a written amendment executed by authorised representatives of both parties. This Agreement shall be interpreted under the laws of [COUNTRY] and any legal action instituted hereunder shall be brought in the courts of [COUNTRY].

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

REGISTRANT CLIENT

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title