



Master Services Agreement

Vox Populi Registry Ltd.

3-110 Governors Square
23 Lime Tree Bay Ave.
Grand Cayman, Cayman Islands
PO Box 1361, George Town, KY1-1108

www.get.sucks

Version 1.0
Last Updated March 1, 2015.

The Master Services Agreement is the binding agreement for the features and services offered by Vox Populi Registry Ltd.

1. INTRODUCTION

In addition to the Registry-Registrar Agreement between Vox Populi Registry Ltd. (the "Registry," , "VoxPop, "us," "our," "we," and also trading as ".sucks" or "dotSucks") and a Registrar ("you"), including additional policies specific to the registry TLDs which may be linked from the Registry-Registrar Agreement, this Master Services Agreement (the "Agreement"), shall apply to, and govern, the provision of various services ("Services") to the Registrar related to the offering of generic top-level domain names owned by the Registry ("the Registry TLDs"). The terms and conditions set forth for products governed under this MSA and apply only to services and products referencing this MSA on the Registry Website. In the event of any inconsistency between the terms of these general terms and conditions (Sections 1 through 20) and the terms on the website for MSA products, the terms on the website shall control.

2. ACCURATE INFORMATION

You agree to maintain and update the Registrar contact information you provided to us when you became a technically certified registrar. We rely on this information to send you important information and notices regarding your account and the additional services covered by this Agreement.

3. FEES, PAYMENT AND TERM OF SERVICE

As consideration for the Services you purchase, you agree to pay the Registry the applicable service(s) fees set forth in the applicable product terms at the time of your selection, or, if applicable, upon receipt of your invoice from the Registry.

4. DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF OUR SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER THE REGISTRY NOR ITS AFFILIATES, SUBSIDIARIES OR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) PROVIDED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT

MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN 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 DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

5. INDEMNITY

You agree to release, indemnify, defend and hold harmless the Registry and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) the breach of your warranties, representations and obligations under this Agreement, (b) your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, or (d) a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us. Such assurances may, without limitation, be in the form of a deposit of money by you to us or our representatives to cover our fees and expenses, including but not limited to reasonable attorneys' fees, in any such suit or threat of suit. Your failure to provide such assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Services, with counsel of our choice. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

6. TERMINATION

We may terminate this Agreement or any part of the Services at any time in the event you breach any obligation hereunder, fail to respond within ten (10)

calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 2 of this Agreement, if we determine in our sole discretion that you have violated the Registry's [Acceptable Use \(Anti-Abuse\) Policy](#), which is located at and is incorporated herein and made part of this Agreement by reference, or for any other reason in the Registry's sole discretion upon written notice to you. Unless otherwise specified in writing by the Registry, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly or annual subscription being paid over time, as provided in various Exhibits below). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs the Registry incurs in closing your account. You agree to pay any and all costs incurred by the Registry in enforcing your compliance with this section. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Registry services, if applicable.

If you breach any term of this Agreement including, but not limited to, this terms of any Exhibit, the Registry may, in its sole and exclusive discretion, suspend or terminate your services immediately. Service Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Service Fees that accrue during the period of suspension.

7. MODIFICATIONS TO AGREEMENT

Except as otherwise provided in this Agreement, you agree during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the Services provided under this Agreement at any time. Any such revision or change will be binding and effective after posting of the revised Agreement or change to the Service(s) on the [Registry's Website](#), or upon notification to you by email. You agree to periodically review our Website, including the current version of this Agreement available on our Website, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Exhibits to this Agreement, but you will not incur any additional fees. By continuing to use the Services after any revision to this Agreement or change in Service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Website of a general informational nature. No employee, contractor, agent or representative of the

Registry is authorized to alter or amend the terms and conditions of this Agreement.

8. AGENTS

You agree that, if your agent, (e.g., your Primary Contact or Account Administrative Contact, employee) purchased our Service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein. Your continued use of our Services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our Services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

9. OTHER POLICIES

In addition to the terms and conditions set forth in this Agreement, the purchase of Services may make other [Registry policies](#) applicable to you and the use of our Services. In making a purchase of our Services, you agree to the terms set forth in these policies. The Registry reserves the right to make changes to these policies. You agree to periodically review the policies on our Website to be aware of any such revisions.

10. NOTICES AND ANNOUNCEMENTS

Except as expressly provided otherwise herein, all notices to the Registry shall be in writing and delivered via overnight courier or certified mail, return receipt requested to

Vox Populi Registry Ltd.,
3-110 Governors Square,
23 Lime Tree Bay Ave.,
Grand Cayman,
Cayman Islands,
PO Box 1361, George Town, KY1-1108;
Attention: Legal Department
With a copy emailed to: legal@registry.sucks.

All notices to you shall be delivered to your mailing address or email address as provided in your account information (as updated by you pursuant to this Agreement) or to any email address associated with your domain name registration(s) with the Registry. (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, email or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial emails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

11. SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

12. ENTIRE AGREEMENT

You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and us regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the services.

13. ASSIGNMENT AND RESALE

Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, or otherwise exploit for any commercial purposes any

of the Services (or portion thereof) without the Registry's prior express written consent.

14. GOVERNING LAW

You and the Registry agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Cayman Islands, excluding its conflict of laws rules. You and we each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the Grand Cayman in the Cayman Islands for any disputes between you and the Registry arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and the Registry). The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement.

15. AGREEMENT TO BE BOUND

By applying for the Registry's Service(s) through our registrar portal, or by using the Service(s) provided by the Registry under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

16. WAIVER

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Registry. The remedies of the Registry under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

17. FORCE MAJEURE

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over the Registry, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this section extends for a period in excess of thirty (30) days in the aggregate, the Registry may immediately terminate this Agreement.

18. HEADINGS

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

19. SURVIVAL

In the event this Agreement terminates as provided herein, Sections 4,5,6,7,10,11,12,13,14,15,16,17, and 19 of this Agreement shall survive such expiration or termination.