

Registry Auction Terms and Conditions

These Registry Auction Terms and Conditions ("Auction Terms and Conditions") contain the terms and conditions set forth herein and applicable to Your use of our Registry Auction Service ("Service" or "Services") as a pre-validated bidder submitted by a Registry (herein otherwise known as "You" or "Bidder") to participate within an Auction administered by, Sedo LLC, 161 First Street, Cambridge, MA 02142 ("Sedo") in partnership with the respective top-level domain Registry.

If You reside outside the United States or Canada, not including their territories, the party you are contracting with is Sedo GmbH and you are subject to the [GmbH Registry Auction Terms and Conditions](#).

These Auction Terms and Conditions hereby incorporate by reference Sedo's general website terms of use, which can be read in their entirety at <http://www.sedo.com/us/about-us/policies/terms-of-use> and which are subject to change from time to time ("Sedo User Agreement"). In the event of a conflict between any of the terms or conditions contained in the body of this document and those in any document or additional terms referenced herein, those contained within these Registry Auction Terms and Conditions shall govern. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN, DO NOT USE OR ACCESS OUR SITE OR AUCTION PLATFORM AND/OR SERVICES.

Any questions about Sedo's Auctions or associated services may be directed to contact@sedo.com.

1. General

1.1. Registry Auction Administrator

Auction Administrator is Sedo LLC, 161 First Street, Cambridge, MA 02142 ("Sedo"). If interested parties have any questions regarding a Sedo Registry Auction, please contact Sedo at the above stated address or via email at contact@sedo.com. Please note that all times associated with auction scheduling reflect Central European Time or Eastern Standard Time.

1.2. Registry Auctions.

Sedo offers Auction Services to ICANN-approved domain Registries during the Sunrise and Landrush phases of their individual TLD releases. The Registry responsible for the domain name You have applied for has chosen to use Sedo to supply auction services for the resolution of conflicting applications to register specific domain names as determined by the Registry and provided by the Registry to Sedo.

1.3. Registry Auction Bidder Eligibility and Certification.

Only Bidders who have been validated in advance by the applicable Registry and submitted to Sedo by said Registry will be allowed to participate in a Registry Auction ("Validated Bidder"). Registry takes full responsibility for providing Sedo with the list of Validated Bidders based on applicants it receives during its Sunrise and/or Landrush domain release phases. Once You have been approved by the respective Registry with which You have applied for a domain name, You must either currently maintain or create a new Sedo User account to participate in the Registry Auction. In addition to maintaining an active, unsuspended Sedo User account and accepting these Registry Auction Terms and Conditions, You will need to ensure Your account has been certified for full access to Sedo's auction bidding tools. [Click here](#) for more information on Sedo Member Certification.

Once a Registry Auction has been scheduled in which You have been validated to participate, You will be given no less than five (5) days' advance notice of the date the Auction is scheduled to start, including the time of day said Auction will begin and planned duration, via the email address listed in your Sedo User account ("Auction Notification").

2. Creation and Maintenance of Your Sedo Auction Account

2.1. Current Sedo Users

Once Sedo receives notice from Registry that a domain name for which You have applied has been submitted to Auction by the Registry, Sedo shall utilize the email address given in Your application(s) to determine if the address is associated with an existing Sedo User account. If You already have a Sedo User account, You will be prompted via email stating that the domain name You have applied for is going to auction and that You will need to log into and use Your Sedo User account to participate in said Registry Auction. Once You log in, You will be prompted to accept these Registry Auction Terms and Conditions and, when necessary, complete Sedo's Member Certification process to access auction bidding tools. Once these steps have been completed, Your Sedo User account is eligible to participate in said Registry Auction.

2.2. New Users

Once Sedo receives notice from Registry that a domain name for which You have applied has been submitted to Auction by the Registry, Sedo shall utilize the email address given in Your application(s) to determine if the address is associated with an existing Sedo User account. If the email is not associated with a current Sedo User account, Sedo will assume no such Sedo User account exists and will contact You via email to the address in Your application with instructions and information necessary to create Your Sedo User account and complete Sedo's Member Certification process. Once all these steps have been completed, and You have accepted these Registry Auction Terms and Conditions, Your Sedo User account is eligible to participate in said Registry Auction. Upon completion of any Registry Auction in which You participate, including any applicable domain transfer process should You win such Auction, You may terminate Your Sedo User account at any time by submitting a request to contact@sedo.com.

2.3. Accurate Information.

In order to utilize Sedo's Registry Auction Services, You agree to: (i) provide certain current, complete and accurate information about You as required by the domain name application process conducted by the Registry; (ii) maintain and update this information as needed to keep it current, complete and accurate; and (iii) respond within five (5) business days to any request by us to update or confirm the accuracy of Your information. We rely on this information to carry out Sedo's Registry Auction Services for You, to comply with the requirements of the Registry and to send You important information and notices regarding Your Sedo User account and Sedo's Site and Services. Any failure by You to provide or update such information or to respond to our request is a material breach of these Registry Auction Terms and Conditions and may result in Sedo's inability to successfully facilitate the registration on Your behalf of a domain name which You won the right to register in a Registry Auction. In addition, in such event, we may, in our sole discretion, elect to cancel our services without further notice to You. It is Your responsibility to safeguard Your Sedo User account, including but not limited to Your user name and password. You accept full responsibility for any bids submitted, or modifications made to Your account, using this password. In no event will Sedo be liable for any unauthorized use or misuse of Your account information, user name or password.

2.4. Privacy.

Sedo takes protecting our user's privacy seriously. We have instituted a comprehensive [Privacy Policy](#) that details Your privacy rights and that has been accredited by TRUSTe, a leading advocacy group for consumer privacy rights. Sedo's privacy statement can be read in its entirety on our website at the link above, is incorporated herein by reference, and sets forth Your and our rights and responsibilities with regard to Your personal information.

3. Auction and Bidding Rules.

3.1 General

You agree to be bound by, and follow at all times, Sedo's general auction and bidding rules as published on the Sedo website in Section 5.1.3. of the [Sedo User Agreement](#), with the exception of any terms related to the transfer of a domain name won at auction as any domain names won in a Registry Auction will be allocated to the winning Bidder in accordance with section 3.4 below. Any violation by You of these Registry Auction Terms and Conditions and/or Sedo's User Agreement will be considered a material breach. In the event of such violation, in addition to any other remedies Sedo and/or the Registry may have, Sedo, or the respective Registry, where appropriate, may: (i) reverse the allocation of any domain names in violation, regardless of payment status; (ii) reverse the results of a Registry Auction in which You have been declared the winner of the right to register the respective domain name but for which You have not yet remitted payment, including the possibility of offering the right to register the respective domain name to a second place participant; and (iii) suspend or terminate Your Sedo User account.

3.2. Additional Bidding Qualifications.

To prevent fraudulent bidding and to ensure the overall integrity of the Sedo auction platform and bidding process, Sedo may, at its sole discretion, require You to provide additional verification information in order to, or continue to further, bid in a Auction.

3.3. Winning Bid.

If You choose to bid for the right to register a particular domain name and You are the highest bidder at the end of a Registry Auction, You are obligated to complete the auction transaction and pay to Sedo the amount of Your winning bid. Carefully consider Your bids prior to placing them as bids are not retractable or subject to cancellation by You under any circumstances, including, but not limited to, learning of conflicting intellectual property rights that may impact your registration and use of the domain, Your failure to accept the relevant registrar-registrant agreements for the domain, or adverse rulings pursuant to a Sunrise Dispute Resolution Policy ("SDRP") proceeding.

3.4. Allocation of Domain to Winning Bidder

Sedo does not register or allocate the domain name offered by Registry on Your behalf should Your bid be successful in winning the right to register said domain name. Upon completion of each Registry Auction, pursuant to its agreement with the respective Registry, and upon receiving Your payment of the winning bid, Sedo shall promptly communicate the fact You have won the auction for the right to register said domain name to the Registry who in turn has the responsibility to allocate the domain name to You.

3.5. Bidder Disqualification and Prohibited Conduct.

Failure to comply with any provision of these Registry Auction Terms and Conditions as well as Sedo's User Agreement may, at the sole discretion of Sedo, result in Bidder disqualification and the forfeiture of his or her interest in the Registry Auction. Furthermore, Sedo reserves the right to exclude any and all individual Bidders, at its sole discretion, if it

is revealed that Bidder or anyone associated with Bidder, has utilized fraudulent activities or means to enter, manipulate, or affect the Registry Auction in any way. Upon learning of any such fraudulent activities, either before, during or following a Registry Auction, Sedo retains the right to disqualify and pull Bidder(s) from said Auction and stop said Auction, if necessary. An attempt to deliberately damage the content or operation of an Auction is unlawful and subject to legal action by the Registry, Sedo and/or its agents. Sedo reserves the right, in its sole discretion, to terminate, modify or suspend any Auction with timely notice to participating Bidders in the event circumstances arise where the fair provision of such Registry Auction has been endangered.

3.6. Domain Registration Agreement & Dispute Policy.

Before bidding on the right to register a domain name being allocated according to a Sedo Registry Auction, please note that upon submitting a winning bid for the respective domain name, You will need to accept a domain registration agreement as provided by the registrar as part of Your application for the domain including its name dispute resolution policy that is incorporated therein. You may also be subject to additional Registry specific dispute policies and You agree to be bound by those, as otherwise indicated in Your agreements with those registries, should You submit a winning bid for the right to register the domain in a Registry Auction. In addition, You agree that, if Your use of any auctioned domain name registered on Your behalf is challenged by a third party, You will be subject to the provisions specified in the dispute policy of the registering registrar in effect at the time of the dispute. In addition to such dispute policy, You will indemnify and hold Sedo harmless pursuant to the Sedo User Agreement and these Registry Auction Terms and Conditions.

3.7. Fees and Payment

There is no fee to set up or register for Your Sedo User account. Sedo will only request payment for the final auction price if You are successful at winning an Auction for the right to register the applied for domain name. If You have been deemed the winner of a Registry Auction, payment for such right to register the domain name must be made within 5 (five) days following the end of such Auction in accordance with Sedo's User Agreement.

3.8. Default of Payment.

Should You succeed with a winning bid in a Registry Auction, any default of Your payment responsibilities stated in section 3.7. above shall result in the disqualification of the auction results and You would be required to pay Sedo a relisting fee equal to 20% (twenty-percent) of Your winning bid ("Relisting Fee") to compensate Sedo for losses related to such breach.

4. Miscellaneous.

4.1. Entire Agreement.

These Registry Auction Terms and Conditions along with Sedo's User Agreement and Privacy Policy, which have been incorporated herein, constitute the entire agreement between the parties concerning the subject matter hereof. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth herein. Any amendments or modifications of these Registry Auction Terms and Conditions shall be in writing.

4.2. Limitation of Liability.

Sedo assumes no responsibility or liability for (a) any incorrect or inaccurate information provided by a Registry or any Bidder or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entry

forms or submissions at any point in the operation of any Auction; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the submission of a bid or operation of any Auction; (d) inaccessibility or unavailability of the Internet, or; (e) any injury to or death of participants which may be related to or resulting from any attempt to participate in any Auction or download of any materials in any Auction.

4.3. Limitation of Duties - Sedo and Registry.

Sedo and Registry will not participate in any way in any dispute between You and any third party regarding the registration and use of a domain name, Sedo's Registry Auction Services, the use of the Auction website, and/or participation in an Auction. You agree not to name Sedo or Registry as a party or otherwise include Sedo and Registry in any such proceeding related to a dispute with third parties. In the event that Sedo and/or Registry are named as a party in a proceeding, Sedo and/or Registry reserve the right to utilize any and all defenses available to it and to take any further action that it deems necessary to defend them. To the maximum extent permitted by applicable law, neither Sedo, Registry or its parents, subsidiaries or affiliates (nor their respective owners, managers, directors, officers, employees, agents, partners, contractors, attorneys or representatives) will be liable for any direct, indirect, incidental, consequential, special, exemplary or punitive damages arising out of or relating in any way to this Agreement, the domain, any Auction, Your participation or inability to participate therein, and/or Bidder's use of or inability to use the Auction website for any reason whatsoever including, but not limited to the following (collectively, "Released Claims"): (i) any failure or inability to register the domain; (ii) access delays or interruptions; (iii) data non-delivery or improper data delivery; (iv) force majeure events such as civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind, fire, lightening, explosion, flood, subsidence, weather of exceptional severity and other acts of God; (v) the unauthorized use or misuse of a Bidder's account and/or the login credentials associated therewith; (vi) errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement or in connection with an Auction; (vii) the deletion of or failure to store data of any kind; (viii) the development or interruption of any website(s) built by or on behalf of Bidder; or (ix) the application and/or results of Registry operator's dispute resolution policies. Bidder agrees that Registry's entire liability, and Bidder's exclusive remedy, with respect to any loss or claim arising out of or relating to any Released Claim is limited solely to the amount actually paid by Bidder to Sedo and/or Registry in connection therewith.

4.4. Indemnification.

You agree to defend, indemnify, and hold Sedo and Registry, their parents, subsidiaries and affiliates, and all of their respective owners, managers, directors, officers, employees, partners, contractors, agents, and attorneys (each, an "Indemnified Party") harmless from and against all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses and the cost of internal personnel time (at reasonable rates) incurred or suffered by any Indemnified Party, relating to or arising from Your breach of this Agreement, registration and/or use of a domain, use of the Auction website, and/or participation in an Auction.

4.5. Notices and Announcements.

You authorize us to notify You, as our customer, of information that we deem is of potential interest to You. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information

pertaining to services and/or other relevant matters. If You do not wish to receive email solicitation notices or announcements please de-select such options from Your Sedo User account.

4.6. Choice of Law

These Auction Terms and Conditions as set forth herein shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, exclusive of its provisions on conflicts of laws. In respect of any dispute relating to the Auction Terms and Conditions, such dispute shall be brought exclusively in a court of competent jurisdiction sitting in Middlesex or Suffolk County, Massachusetts. If any court of competent jurisdiction holds any of the provisions of these Registry Auction Terms and Conditions invalid, the remainder of the provisions in these Registry Auction Terms and Conditions shall not be affected.