

Guillmedia.com

Domain Name Registration Agreement

By using the **Guillmedia.com** services, you acknowledge that you have read our set of legal documents and agree to be bound by the terms and conditions contained herein as well as all acceptable use policies incorporated by reference.

Guillmedia.com which is owned by Fritz Gerald Guillaume, works in association with **LiquidNet US LLC**, a US company headquartered in Fort Lauderdale, Florida, and **LiquidNet Ltd** - an ICANN accredited domain registrar, headquartered in London, UK (No. 4654498). Legal details about these companies can be found in the 'Contact Details' section of this document. **Guillmedia.com**, **LiquidNet US LLC** and **LiquidNet Ltd**. will be referred to in this document as **Guillmedia.com**, for the sake of brevity.

1. **Guillmedia.com** DOMAIN NAME REGISTRATION/TRANSFER

Guillmedia.com provides domain registrations for both generic Top Level Domains (gTLDs) and country-code Top Level Domains (ccTLDs).

1. Domain name registrations/transfers are non-refundable. As changes are no longer allowed after a registration request is submitted, you should always check for correct spelling before purchasing a domain name.
2. Domain name registrations are not operative before the registry administrator activates the domain name(s). The domain name registration(s) are only active during the registration period chosen by the registrant (you). The registration period of newly registered domain names starts from the date on which the registration is approved by the registry.
3. **Guillmedia.com** and the top registry, also known as Primary Service Provider, will not be held accountable for any inadvertences, mistakes or otherwise deviations on the side of the registry administrator in regards to requests for registration, renewal, or any modifications of already registered domain name(s).
4. You, as the registrant, agree that the domain name registration is a service, which cannot be interpreted autonomously from the services described in this Agreement or a similar Agreement from the registrar. You, as a Registrant, accede that domain

name registration services do not develop a proprietary significance and you will not be entitled to any such proprietary significance claims for domain name(s) registered through our company.

5. The Registered Name Holder shall "indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration." At its simplest, this means that if the Registry Operator (or its employees, etc.) for the registered name is sued because of the Registered Name Holder's domain name registration, the Registered Name Holder will pay the Registry Operator for all fees and expenses in defending against the suit as well as pay for any judgments or liabilities awarded. This "indemnification" is not solely limited to court cases.

You can view the full list of Registrant Rights and Responsibilities, approved by ICANN, on their website:<http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm>

If you register a .INFO domain name, you also enter into a contract of registration with Afilias, which is represented by the following Terms & Conditions: <http://afilias.info/policies>

If you register a .UK, .CO.UK, .ORG.UK or .ME.UK domain name, you also enter into a contract of registration with Nominet UK, which is represented by the following Terms & Conditions:

<http://www.nominet.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>

2. EXPIRATION AND RENEWAL OF SERVICES

Even though **Guillmedia.com** will provide regular reminders about the expiration of the domain name(s) registered through the company, it is your obligation to keep track of when the registration service(s) will expire. Should you fail to renew a domain name before its expiration date, the domain name will be suspended or canceled.

1. After a domain name's expiration date, there is a period of 30 days, in which the domain name can be renewed. Certain domain name extensions do not have such a period, so leaving a domain name to expire before attempting a renewal is at your own discretion.
2. After the 30-day renewal period has passed, some domain names (as per TLD Registry Policies) enter a so-called Redemption Grace Period. A domain name which has entered a Redemption Grace Period can still be renewed. However, additional fees will be added to the domain's renewal price. You can find the official information regarding the Redemption Grace Period on ICANN's page: <http://www.icann.org/registrars/redemption-proposal-14feb02.htm>

If a Redemption Grace Period is applicable for a specific domain name, it will last between 30 and 42 days.

3. After the Redemption Grace Period (or the renewal period – if RGP is not applicable) has passed, domain name(s) can be: provided to third parties; **Guillmedia.com** may choose to auction the domain name(s); **Guillmedia.com** may return them in the public registration pool. All of these actions can be carried out at any time and without your consent.

3. BACKORDERING EXPIRING DOMAINS

Backordering a domain allows you to attempt to acquire an attractive domain that expires within the upcoming few days, the moment it becomes available for registration. The service is currently available only for .COM and .NET TLDs.

Placing a backorder does not guarantee that you will acquire the domain name you have requested. We cannot guarantee a successful registration and will not be held liable if we are unable to register the requested domain name, because this registration process is on a first-come-first-served basis where we might be unsuccessful in our attempt to register it for you.

In order to be eligible for the backorder domain service, you will need to deposit or have enough funds in your wallet balance. The amount placed in the wallet is non-refundable, so if we do not succeed in registering the domain for you, the funds will be returned in your overall wallet balance and you can use them for another service or attempt to backorder another domain.

4. COMPLETE AND ACCURATE PERSONAL INFORMATION

You agree to provide certain up-to-date, complete and accurate information about yourself both in your domain's WHOIS record and in your account records. You agree to update this information when needed, to keep it complete, up-to-date and accurate. For all your domain name registrations' contact records, you must submit the following: a full name, your current postal address, an e-mail address, a telephone number, and if available, a fax number. If the information provided in the registrant's application is deemed false or incomplete, and the registrant fails to correct the WHOIS information within 10 calendar days after the date of the notice, this will be treated by the provider as an immedicable infringement of the present Agreement. You are solely responsible for keeping track of the e-mails that will be sent by the Registrar. Inability to respond to such inquiries and e-mails may result in losing ownership over the domain name(s).

5. ACCESS TO YOUR ACCOUNT

You, as the registrant of the domain name(s), have the obligation to protect your Account Login Credentials, including the password, from misuse. Anyone in possession of your account login credentials will have the full authority and access to:

1. initiate a transfer of the domain name(s)
2. change the WHOIS information

3. change the name servers (DNS)

Such unauthorized changes and actions may disturb or annul your rights to the domain name(s) you have registered through our company.

6. WHOIS

The Internet Corporation for Assigned Names and Numbers (ICANN) - the organization charged with managing the assignment of domain names and addresses – requires that we collect the following information about you during the domain name registration process: your full name, mailing address, phone number, email address, and, if available, your fax number. This information, as well as the registration and expiration dates of your domain name and the name server associated with your domain name, is made accessible to the public on an interactive web page using a ‘port 43’ WHOIS service. We will refer to this information as your ‘WHOIS Information’. Please, NOTE that we are not able to restrict any access to your WHOIS information or control in what manner or for what purposes members of the public may use details of it.

7. SERVICE PAYMENTS, RECURRING CONTRACTS AND CHARGEBACKS

When signing up for an account with **Guillmedia.com**, the Customer agrees to pay for the period of one year (365 days) and abide by our Order Verification Policy. Our Sales Department will strictly scrutinize each order and carefully processes each payment in order to ensure that no fraudulent user can take advantage of our system.

Guillmedia.com will charge customers with fees based on the fee structure of our system at the time of the sign-up process. **Guillmedia.com** reserves the right to introduce price changes to the services when needed. This means that the current price list at our web store may differ from the pricing of your purchase.

Each Customer of ours will be able to take advantage of the package he/she has purchased at the introductory price levels, and with one and the same set of features in the course of the whole contract period. **Guillmedia.com** reserves the right to introduce certain changes to the packages (in the form of complementary services) to the benefit of the customers.

When the Customer pays for a web hosting plan with a domain via credit card or PayPal, a 12-month recurring billing subscription will be created automatically for their convenience, for which the Customer will get a notification from the payment processor.

All automatic payments go through exactly 7 days before the due date so as to avoid any downtime to the Customer's websites if there is a problem with the credit card/PayPal account.

We'll send the Customer a reminder of the due payment at least 24 hours before the automatic charge takes place.

The Customer can cancel the subscription at any time from their Control Panel -> My Account -> Recurring, or directly through PayPal - if it's a PayPal account subscription.

If a chargeback request is initiated through the Customer's bank, our payment processor will impose a penalty fee of \$30 on us for handling the chargeback procedure. Thus, if the Customer decides to reactivate the given domain/hosting service, the Customer will have to cover the respective service fee and the penalty fee that resulted from your chargeback.

8. CUSTOMER SERVICE CONTACT DETAILS

Customers can get in touch with our Customer Service via any of the contact options listed below:

1. Open a trouble ticket from the customer Web Hosting Control Panel (section Help Center - > Open New Ticket)

2. Phone:

US TOLL FREE PHONE: [+1-855-211-0932](tel:+1-855-211-0932)

INTERNATIONAL PHONE: [+1-727-546-4678](tel:+1-727-546-4678)

UK PHONE : [+44-20-3695-1294](tel:+44-20-3695-1294)

AU PHONE : [+61-2-8417-2372](tel:+61-2-8417-2372)

3. Send us a Letter to:

LiquidNet US LLC

6750 North Andrews Ave

Suite 200

Fort Lauderdale, FL 33309

United States of America

LiquidNet Ltd.

13 Craigleith

7 Kersfield Road

Putney, London SW15 3HN

United Kingdom