

Conditions of Supply of Domain Names

Terms and Conditions for domain name registrations

Chunkychips Registration Agreement

In this registration agreement ('Agreement'), the terms 'Registrant', 'you' and 'your' refer to the Registrant of each domain name registration, and the terms 'we', 'us' and 'our' refer to Chunkychips Limited. The term 'Services' refers to the domain name registration services provided by us. Any reference to a 'Registry' shall refer to the registry administrator of the applicable domain. For the avoidance of all doubt, this includes, but is not limited to, Nominet, Verisign, Red.es and EUrid.

This Agreement is a contract that sets out the rights and responsibilities of us and all Registrants of domain names through our Services. This Registration Agreement incorporates other agreements between Chunkychips and you, such as the acceptable use policy and dispute resolution procedures, as set out on the Chunkychips website.

1. SELECTION OF A DOMAIN NAME

1.1 You acknowledge and agree that should an inquiry indicate that the desired domain name is available at the time of your application, we cannot guarantee that you will obtain the desired domain name on registration.

1.2 You represent that, to the best of your knowledge and belief the domain name being registered shall not, at any time, be used for any unlawful purpose, and that neither the registration of the domain name nor the manner in which it is directly or indirectly to be used, infringes upon the legal rights of a third party. You hereby acknowledge that we are not responsible for determining whether your use of our Services infringes upon the legal rights of others.

1.3 Registration or reservation of your desired domain name does not prevent objection to the registration, reservation or use of said domain name.

2. FEES

2.1 You agree to pay us the applicable fees set out on the pricing page, order confirmation, or as otherwise communicated to you as consideration for the Services prior to the effectiveness of a desired domain name registration or any renewal thereafter ('Fees').

2.2 All Fees payable under this Agreement are not refundable, even in the event your domain name registration is cancelled, suspended, or transferred before the end of the registered term.

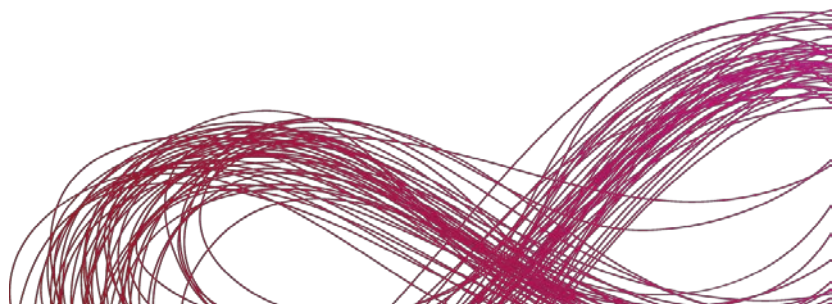
3. ACCOUNT & WHOIS INFORMATION

3.1 You must create an account with us in order to make use of the Services ('Account').

Contact Information

3.2 In addition to the Fees for the Services as stipulated in Clause 2 of this Agreement, you hereby agree to the following:

3.2.1 to provide up-to-date, accurate information about you as required by the registration process ('Account Details'), and



3.2.2 to ensure that all Account Details provided are maintained and updated as necessary or to our request in order to keep it accurate and complete. Not providing requested information may prevent you from obtaining all Services.

3.3 You hereby confirm that all Account Details provided by you to us are true. Failure to do so for any reason will amount to a material breach of this agreement and we reserve the right to terminate your Services immediately upon such breach without notice and without any refund to you.

3.4 The nature of information you are required to provide may change and you must provide such information once requested.

3.5 You are responsible for regularly monitoring correspondence sent to the email address you provide to us in your Account Details. Any correspondence from us to you will be sent to this address and there may be consequences relating to charges or the loss of your rights to the domain name(s) or Services if you do not monitor such correspondence and respond accordingly.

WHOIS Information

3.6 You hereby acknowledge that you are obligated to maintain your Account Details for the purpose of providing the registrant, the administrative, billing or technical contact appearing in the WHOIS directory with respect to a domain name, as required or permitted by ICANN or an applicable registry policy.

3.7 During or after the term of the Services relating to your registered domain(s), we will make the information you provide available as necessary at the request of both ICANN, any registry administrator(s), and to other third parties as ICANN and applicable laws may require. You hereby waive any and all claims you may have arising from disclosure of such information.

3.8 You acknowledge that ICANN may establish or modify the limits and/or requirements relating to the information that we may or must make available, and such information we provide may change. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at <http://www.icann.org/>.

Access to your Account

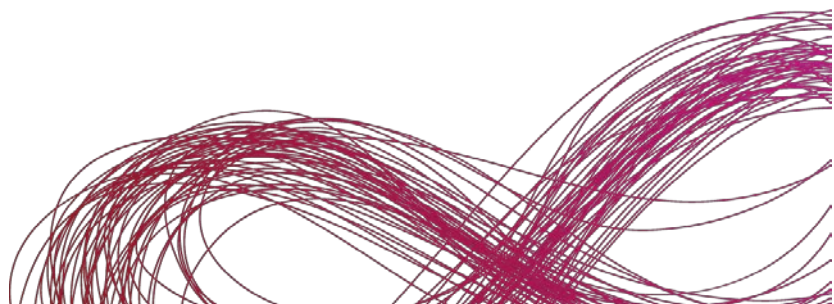
3.9 You are responsible for the maintenance and confidentiality of all passwords and login IDs in addition to all access and use of your Account by you or any other third party.

3.10 Any person who is in possession of your login details will be deemed to have your authorisation to modify your Account Details and conduct any activity through your Account that is permitted, including, but not limited to, any of the following which may affect or terminate your rights and access to your Services; transferring your domain name(s) to other individuals or registrars, amending the content associated with your domain name(s).

3.11 We will take reasonable precautions to protect the information you provide from unauthorised access or disclosure, misuse, alteration, destruction or loss. Said reasonable precautions will include procedures for the release of Account access information to parties claiming to have an interest in your Account, including yourself.

3.12 IN NO EVENT SHALL WE BE LIABLE FOR ANY UNAUTHORISED USE OR MISUSE OF YOUR ACCOUNT DETAILS OR PASSWORD. IN THE EVENT OF ANY FAILURE BY US TO TAKE REASONABLE PRECAUTIONS, OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED TO THAT SET OUT IN CLAUSE 12 BELOW.

3.13 To amend any of your Account Details or domain name WHOIS information, you must do so by accessing your Account with us through your control panel.



4. SERVICES

4.1 Domain Registration:

4.1.1 We are accredited registrars with ICANN for generic Top Level Domain Names and a range of country code Top Level Domains. ICANN oversees the registration of generic Top Level Domain Names

4.1.2 Domain name registrations only become effective when the registry administrator puts them into effect. Domain name registrations are for limited terms which end on the expiration date.

4.1.3 We are neither responsible nor liable in any way for actions by the registry administrator arising out of or related to any request in relation to a domain name registration, including any errors or omissions.

4.1.4 You acknowledge that domain name registration is a service and your use of such service does not create a property interest and you have no such property interest in any domain name(s) which you may register with us.

