

域名代持协议

Domain Name Proxy Agreement

请您仔细阅读本域名代持协议（“协议”）的内容。通过使用北京域名天下技术有限责任公司（以下简称“公司”）的域名代持服务，则您（如以下定义）同意本协议及公司隐私制度设立的所有条款，由此而形成的公司说明可以在公司网站[www.]上找到。您确认公司可以随时修改本协议并在网站上发布修订的条款，并且为改变公司所提供的服务而产生的任何新的，不同的或附加的条件将自动纳入于本协议。如果您不同意接受或者反对本协议的任何条款及其修改，请不要继续使用公司的服务。如果在任何此类更改公布后继续使用公司服务的，即表明您接受这些更改。

Please read this Domain Name Proxy Agreement ("Agreement") carefully. By using the Services and/or Web site of Domains By BEIJING DOMAIN TIANXIA TECH. CO. LTD ("COMPANY"), You (as defined below) agree to all the terms and conditions set forth both herein and in the COMPANY privacy policy, which is incorporated by reference and can be found by visiting COMPANY's web site [www.]. You acknowledge that COMPANY may amend this Agreement at any time upon posting the amended terms on its Web site, and that any new, different or additional features changing the services provided by COMPANY will automatically be subject to this Agreement. If You do not agree to be bound by, or if You object to, the terms and conditions of this Agreement and any amendments hereto, do not use or access COMPANY's services. Continued use of COMPANY's services and its Web site after any such changes to this Agreement have been posted, constitutes Your acceptance of those changes.

本协议是由公司和您、您的继承人、受让人，代理人 and 订约人（“您”）之间，并在电子文本的执行之日起生效。本协议约定了您与公司建立合同关系及使用本公司服务的条款，并且代表了您与公司之间的全部协议。您确认您已经阅读、理解并同意本协议的所有条款对您具有约束力，您进一步同意按照如下本协议条款进行交易：

This Agreement is by and between COMPANY and you, your heirs, assigns, agents and contractors ("You") and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your relationship with COMPANY and Your use of COMPANY's services and represents the entire Agreement between You and COMPANY. By using COMPANY's Services, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, and You further agree to be bound by the terms of this Agreement for transactions entered into by:

i. 您代表您自己;

You on Your behalf;

ii. 作为您代理的任何人及

Anyone acting as Your agent; and

iii. 任何通过您在公司帐户所实施的行为，无论是否代表您交易和/或经您授权。

Anyone who uses the account You have established with COMPANY, whether or not the transactions were on Your behalf and/or authorized by You.

您确认由第三方代表您从公司、公司的一般网站说明及有关公司的促销宣传购买公司服务的行为对您有效，只要指示来自于您在公司的注册账户。您将遵守中国互联网络信息中心（CNNIC）及您的注册商（即中国互联网络信息中心认证的注册服务机构）公布的相关规定，包括中国互联网络信息中心域名争议解决政策（“争议解决政策”）。

You agree You will be bound by representations made by third parties You use to purchase services from COMPANY, and statements of a general nature on COMPANY's web site or in COMPANY promotional materials will not bind COMPANY. You further agree to abide by the terms and conditions promulgated by the China Internet Network Information Center ("CNNIC ") (including the CNNIC Domain Name Dispute Resolution Policy ("Dispute Resolution Policy") and Your Registrar (i.e., the CNNIC-accredited entity through which You register a domain name).

1. 公司代持的服务说明

DESCRIPTION OF COMPANY'S PROXY REGISTRATION SERVICES

公司在服务范围内将尽可能地给予您最大限度的隐私权。当您通过本公司所指定的域名注册商的形式使用本公司的代持服务，您拟定的任何一个可注册的域名的注册者将是本公司。根据本协议第 4 条的规定，公司成为您的域名的注册者后，公司将对您的姓名、通讯地址，电子邮件，电话和传真号码信息进行保密，除非法律规定或者您同意的披露。公司成为您的域名的注册者后，以下的的公司信息（而不是您的个人信息）将根据 CNNIC 政策在“ WHOIS 域名查询系统”中公开：

The business of Company is to maximize Your right to privacy to the greatest extent possible. When You subscribe to COMPANY's proxy registration service through a COMPANY -affiliated Registrar, each and any available domain name registration You designate will thereafter be registered in the name of COMPANY, as Registrant. In exchange for COMPANY becoming the Registrant of each domain name registration on Your behalf, COMPANY shall keep Your name, postal address, email address, phone and fax numbers confidential, subject to Section 4 of this Agreement. When COMPANY becomes the Registrant of Your domain name registration, the following COMPANY information (and not Your personal information) will be made publicly available in the "Whois" directory as determined by CNNIC policy:

iv. 公司名称和通讯地址将作为域名注册者的联系信息；

COMPANY's name and postal address as Registrant of the domain name;

v. 公司的电子邮件地址，通讯地址和电话号码将作为域名注册技术联络信息；

COMPANY's email address, postal address and phone number for the domain name registration's technical contact;

vi. 公司的电子邮件地址，通讯地址和电话号码将作为域名注册的管理联络信息；

COMPANY's email address, postal address and phone number for the domain name registration's administrative contact;

vii. 公司的电子邮件地址，通讯地址和电话号码将作为域名注册的收费联络信息

COMPANY's email address, postal address and phone number for the domain's name registration's billing contact;

viii. 指定域名的主域名服务器和辅域名服务器上;

The primary and secondary domain name servers You designate for the

domain name;

- ix. 该域名的原始注册日期和截止日期;

The domain name's original date of registration and expiration date of the registration; and

- x. 该域名的注册商身份。

The identity of Your Registrar.

2. 域名注册利益归您所有

FULL BENEFITS OF DOMAIN REGISTRATION RETAINED BY YOU

尽管公司将作为您拟定注册域名的注册者，但您仍享有所有此类域名注册的全部利益，包括：

Although COMPANY will be the Registrant of each domain name registration You designate, You will retain the full benefits of domain name registration with respect to each such domain name registration, including:

- i. 有权转让或过户域名，您应当按照本公司的规定办理相关手续;

The right to sell transfer or assign each domain name registration and You shall comply with COMPANY's policy to go through the related formalities;

- ii. 使用各域名，包括指定主域名服务器和辅域名服务器;

The right to control the use of each domain name registration, including designating the primary and secondary domain name servers to which each domain name points;

- iii. 注销域名;

The right to cancel each domain name registration;

- iv. 注销您在公司的帐户，注销账户后您将成为域名的注册者;

The right to cancel Your account with COMPANY so that You become the Registrant

- v. 在域名到期时续费的权力，但要遵循注册商的相关规定;

The right to renew each domain name registration upon its expiration, subject to Your Registrar's applicable rules and policies; and

- vi. 处理因您的域名注册所引发任何法律纠纷或争议。

The right to initially resolve any and all monetary, creditor or other claims that arise in connection with a legal or other dispute involving Your domain name registration, subject to COMPANY's Section 4 rights, which shall, in all events, supersede any and all of Your rights as set forth in this Section 2

3. 您的通知义务; 陈述和保证; 帐户安全

YOUR NOTIFICATION OBLIGATIONS; REPRESENTATION AND WARRANTIES; ACCOUNT SECURITY

a. 个人信息

Personal Information

您同意，您将为所有由公司代表您作为域名注册者的域名，提供准确和近期信息如下：

You agree that for each domain name for which COMPANY becomes the Registrant on Your behalf, You will provide accurate and current information as to Your name and postal address. The aforesaid information will be kept by COMPANY ;

i. 您的姓名和通讯地址，该信息由公司持有;

The email address, postal address, phone and fax numbers for the domain name registration's technical contact. The aforesaid information will be kept by COMPANY;

ii. 为域名注册技术联系的电子邮件地址，邮政地址，电话和传真号码，该信息由公司持有;

The email address, postal address, phone and fax numbers for the domain name registration's administrative contact. The aforesaid information will be kept by COMPANY;

iii. 为域名注册管理联系的电子邮件地址，邮政地址，电话和传真号码，该信息由公司持有;

The email address, postal address, phone and fax numbers for the domain name registration's billing contact. The aforesaid information will be disclosed to domain name registrar;

iv. 为域名注册缴费联系的电子邮件地址，邮政地址，电话和传真号码，该信息将披露给域名注册商;

The primary and secondary domain name servers to which each domain name points; and

v. 该域名的原始注册日期和到期日

The domain name's original date of registration and expiration date.

您同意：

You agree to:

- i. 在您的个人信息发生变更之日起的 5 个工作日内通知公司;
Notify COMPANY within five (5) business days when any of the personal information You provided upon subscribing to COMPANY's services, changes;
- ii. 在 5 个工作日内回复公司对您个人信息有效性的查询；
Respond within five (5) business days to any inquiries made by COMPANY to determine the validity of personal information provided by You; and
- iii. 答复公司发送至您账户的关于公司所收悉的有关您注册域名的函件或材料，相关具体规定将在本协议第 5 条第 (b) 款中具体约定。
Respond to email messages posted to Your COMPANY account regarding correspondence COMPANY has received that is either addressed to or involves Your domain name registration, as more fully set forth in Section 5(b) below.

您有义务确保个人信息的及时准确性，并及时更新相关个人信息。

It is Your responsibility to keep Your personal information current and accurate at all times.

b. 续费

Renewals

您同意本公司作为域名的注册者，并将代表您实施如下行为：

You agree COMPANY, as Registrant, will:

- i. 不会安排注册商对即将到期的域名进行自动续费
Not arrange for Your Registrar to automatically renew on Your behalf, for any registered domain name that is up for renewal.
- ii. 您需自行联系代理商按照当时费率进行续费。续费费用一旦收取，概不退还。
You are solely responsible to make arrangement with your reseller to renew the domain at the Registrar's then current rates, Renewal fees, once charged, will be non-refundable.

c. 陈述和保证

Representations and Warranties

您保证提供给本公司的信息是真实、完整和准确的，您将善意地使用域名代持服务。同时，您确认所注册域名不存在侵犯第三方商标或商号权的情况，且不与第三方的商标或商号的合法权利相冲突。您还保证公司代表您注册的域名将不会被用于任何非法或不道德的活动（定义见下文第 4 节），或传播垃圾邮件。

You warrant that all information provided by You to COMPANY is truthful, complete, current and accurate. You also warrant that You are using COMPANY's proxy registration services in good faith and You have no knowledge of Your domain name infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name. You also warrant the domain name being registered by COMPANY on Your behalf will not be used in connection with any illegal or morally objectionable activity (as defined below in Section 4), or, in connection with the transmission of Spam.

d. 账户安全

Account Security

您同意将妥善保存您的客户号码/用户名和密码（“账户查询信息”），并将对您账户名下任何及所有行为承担完全责任。一旦发现账户发生未经授权的使用或出现异常情况的，您同意立刻通知公司。您同意，对您知道或者不知道的，由他人使用您的账户所造成的损失，本公司将不承担任何责任。对于因他人使用您的账户导致公司或第三方损失的，您应承担相应责任。为了您账户的安全，您应当妥善保管及采取防范措施防止他人窃取您的账户登录信息。不管是由您自己或者是其他人以您的名义，或者是您的账号名下所实施的任何属于本公司声明不承担责任的行为，无论您授权与否，您同意对此承担责任。

You agree You are entirely responsible for maintaining the confidentiality of Your customer number/login and password ("Account Access Information"). You agree You are entirely responsible for any and all activities that occur under Your account. You agree to notify COMPANY immediately of any unauthorized use of

Your account or any other breach of security. You agree COMPANY will not be liable for any loss that You may incur as a result of someone else using Your Account Access Information, either with or without Your knowledge. You further agree You could be held liable for losses incurred to COMPANY or another party due to someone else using Your Account Access Information. For security purposes, You should keep Account Access Information in a secure location and take precautions to prevent others from gaining access to Your Account Access Information. You agree that You will be responsible for all activity in Your account, whether initiated by You, or by others on Your behalf, or by any other means. COMPANY specifically disclaims liability for any activity in Your account, whether authorized by You or not.

4. 拒绝、暂停、终止服务和披露您的个人信息的公司权利

COMPANY'S RIGHTS TO DENY, SUSPEND, TERMINATE SERVICE AND TO DISCLOSE YOUR PERSONAL INFORMATION

您知道并同意，公司拥有绝对的决定权，并可以自主地实施以下任何行为，无需就此向您承担任何责任：

You understand and agree that COMPANY has the absolute right and power, in its sole discretion and without any liability to You whatsoever, to either:

i. 关闭您的账户（这意味着您成为域名注册者）

Close Your account (which means You then become the Registrant of the domain name registration);

ii. 出现以下情况之一的，披露您向公司提供的姓名和个人信息：

Reveal Your name and personal information that You provided to COMPANY when:

A. 依据法律法规的规定，且根据诚实信用原则的要求此种行为对于遵守法律规定是必要的。

Required by law, in the good faith belief that such action is necessary in order to conform to the edicts of the law;

B. 依据相关司法程序所要求

To comply with a legal process served upon COMPANY; or

C. 中国互联网络信息中心的规则、政策或者规定的要求

In order to comply with CNNIC rules, policies or procedures

- i. 处理任何由于注册域名使用引发的第三方索赔请求或者实际进行的索赔；

Resolve any and all third party claims, whether threatened or made, arising out of Your use of a domain name registered by COMPANY on Your behalf; or

- ii. 在出现以下任何一项情况时，采取公司认为有必要的任何其他措施：

Take any other action COMPANY deems necessary:

- A. 在您违反本协议任何条款或者公司反垃圾邮件制度的情况下；

In the event you breach any provision of this Agreement or the COMPANY Anti-Spam Policy;

- B. 保护域名注册的完整性和稳定性；

To protect the integrity and stability of the applicable domain name Registry;

- C. 为了遵守任何适用法律、法规或者规范性文件、传票、法院指令或者强制执行要求；

To comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement;

- D. 为了遵守中国互联网络信息中心的争议解决政策；

To comply with CNNIC's Dispute Resolution Policy;

- E. 为了避免公司及其母公司、子公司、关联公司、股东、代理人、高级职员、董事及雇员的经济损失或者法律责任（民事或刑事）

To avoid any financial loss or legal liability (civil or criminal) on the part of COMPANY, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;

- F. 公司代表您注册的域名侵犯第三方的商标、商号或者其他法律权利

If the domain name COMPANY registers on Your behalf violates or infringes a third party's trademark, trade name or other legal rights; and

- G. 公司发现您出于从事、意图从事、赞助、掩饰参与、策划非法或者不道德活

动的目的使用公司的服务，非法或不道德活动包括但不限于：

If it comes to COMPANY's attention that You are using COMPANY's services for purposes of engaging in, participating in, sponsoring or hiding Your involvement in, illegal or morally objectionable activities, including but not limited to, activities which are designed, intended to or otherwise:

1. 诽谤、妨碍、伤害、虐待、威胁或者骚扰第三方;

Appeal purely to the prurient interests of third parties;

2. 违反中外法律法规;

Defame, embarrass, harm, abuse, threaten, or harass third parties;

3. 包含仇恨犯罪、恐怖主义或者儿童色情作品;

Violate laws and regulations of the People's Republic of China and/or foreign territories;

4. 为侵权的、粗俗的、淫秽的、侵犯第三方隐私的、种族歧视的、民族主义的或者其他不恰当的;

Involve hate crimes, terrorism and child pornography; Are tortuous, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable;

5. 冒充第三方的身份;

Impersonate the identity of a third party;

6. 以任何方式伤害未成年人或者;

Harm minors in any way; or

7. 涉及或者传播病毒、木马、接入码、后门程序、蠕虫、定时炸弹或者任何其他代码、程序、进程、设备或者项目，损坏、毁坏、危害、妨害、拦截或者侵占任何软件、硬件、防火墙、网络、系统、数据或者个人认证信息

Relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, timebombs or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data or personally identifiable information.

您也确认并同意，公司有权决定采取以下任何行为，且无须就此对您承担任何责任：

You also acknowledge and agree that COMPANY may, in its sole discretion and without any liability to You whatsoever:

- i. 在代表您注册后三十天内，删除公司已注册的任何域名;

Cancel the registration of any domain name COMPANY has registered on Your behalf during the first thirty (30) days after registration has taken place;

- ii. 删除被用发送垃圾邮件的注册域名;

Cancel the registration of any domain name COMPANY has registered on Your behalf if that name is being used in association with Spam; and/or

- iii. 在处理有关争议时中止您依据本协议第 2 条享有的权利

Suspend your rights under Section 2 of this Agreement during resolution of a dispute.

您进一步知道并同意，如果公司因为您的域名注册和使用而引发的诉讼或行政程序中成为被告或被申请人，本公司有权将您的域名恢复到您的名下且您的个人信息也将因此作为注册者而被披露在 WHOIS 目录中或者公司在向您转告该等诉讼或者行政程序后，公司不再参与该等程序，亦不承担该等诉讼或者行政程序后果。如果您在公司通知的时间内不应诉，公司有权自行决定是否应诉。无论如何，公司因为您的域名注册和使用所引发的诉讼或行政程序，相应的后果（包括公司处理该等程序的费用和成本，诸如律师费、差旅费、公司处理的成本）均由您承担。

You further understand and agree that if COMPANY is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Your domain name registration or Your use of COMPANY's services, COMPANY is entitled to revert Your proxy domain name registration back to You and Your identity will therefore be revealed in the Whois directory as Registrant.

; Or after COMPANY notified You about the aforesaid legal action or administrative proceedings, COMPANY will no longer be part of such proceedings and shall not bear any consequence resulted from those proceedings. If you have not responded within the time stated in COMPANY's notice, COMPANY shall have the

right to decide whether to respond. In any case, You shall bear the corresponding consequences risen from any legal action or administrative proceeding caused by Your domain name registration or Your use of COMPANY' s services (including COMPANY' s handling fee and costs for those proceedings, such as lawyer fees, traveling expenses and the handling costs paid by Company).

具体情况包括：

In the event:

- i. 公司按照本协议第 4 条第 ii 款的规定采取必要措施的;

COMPANY takes any of the actions set forth in the subsection ii of the section 4 above; and

- ii. 您以任何理由选择取消公司服务;

You elect to cancel COMPANY's services for any reason

在这样的情况下，公司或您的注册商将不退还您所支付的任何费用。

Neither COMPANY nor your Registrar will refund any fees paid by You whatsoever.

5. 转发信息

COMMUNICATIONS FORWARDING

a. 回复转发

Correspondence Forwarding

由于在 WHOIS 目录登记了公司名称，邮寄地址和电话号码，您同意本公司将持有并转发电子邮件、挂号信或可追踪邮件快递（如 UPS，联邦快递，或者 DHL）及普通信件等属于您名下的资讯到您提供的联系地址、或者电子邮件。您特别确认公司不转发普通信件（法律声明除外），“垃圾”邮件或其他地址不完整的资讯（无论是通过传真、邮寄或电话送达的），并且您授权公司处理上述资讯或者退还所有未打开信件给发件人。您同意放弃对因为公司未转发相关信件或您未收到发送至您的域名的信息所产生损失的索赔。

In as much as COMPANY's name, postal address and phone number will be listed in the Whois directory, You agree COMPANY will review and forward

communications addressed to Your domain name that are received via email, certified or traceable courier mail (such as UPS, FedEx, or DHL), or postal mail. You specifically acknowledge COMPANY will not forward to postal mail (other than legal notices), "junk" mail or other unsolicited communications (whether delivered through fax, postal mail or telephone), and You further authorize COMPANY to either discard all such communications or return all such communications to sender unopened. You agree to waive any and all claims arising from Your failure to receive communications directed to Your domain name but not forwarded to You by COMPANY.

b. 回复通知和您的回复义务

Notifications Regarding Correspondence and Your Obligation to Respond

当公司收到标有您域名的挂号信或者快递邮件或法律声明时，公司将发布一个信息至您在公司的帐户。此电子邮件信息会说明发件人，公司收到此信息的日期，并简要说明其内容。您将有七十二小时的时间决定是否拒绝此信件或要求通过隔天快递、传真（或两者）转发相关信件，由此产生的费用将会从您提供的信用卡账户中扣除。你必须选择一个送信途径且信用卡交易成功后公司才转发信件。若您在 72 小时内不答复，且公司已收到涉及您域名的法律纠纷或其他需要立即转发和/或即时处理的信息时，公司将有权决定是否披露您的身份信息，并视情况终止争议域名或您名下全部域名代持服务。

When COMPANY receives certified or traceable courier mail or legal notices addressed to Your domain name, COMPANY will post an message to Your COMPANY account. The COMPANY message will identify the sender of the correspondence, the date COMPANY received it, and a brief description of its contents. You will have seventy-two (72) hours to decide whether to reject the correspondence or have it forwarded via overnight courier, facsimile (or both). You will be informed of the charge for both shipping options and the credit card You provide will be billed only after You have affirmatively selected one or both shipping options. You must select a shipping option and the credit card transaction

must be successful prior to COMPANY forwarding the correspondence to You. In the event that You do not respond to the COMPANY message in seventy-two (72) hours, and that COMPANY has received regarding Your domain name registration concerns a legal dispute or otherwise requires immediate forwarding and/or immediate disposition, COMPANY may immediately reveal Your identity and/or cancel the COMPANY proxy registration service regarding either the domain name registration in question or with respect to all of Your proxy domain name registrations, depending on the circumstances.

这意味着您将可能丧失您的域名或在 WHOIS 目录将显示您的姓名，通讯地址，电子邮件地址和电话号码。公司采取这一行动是因为公司不被卷入您与第三方的任何诉讼或其他纠纷。若您不采取行动，公司有权决定是否对外采取法律行动，由此造成的一切后果均由您承担。

This means that You will lose Your domain or the Whois directory will revert to displaying Your name, postal address, email address and phone number. COMPANY takes this action because COMPANY will not become involved in any legal or other matters between You and third parties.

c. 转发费

Forwarding Fees

鉴于公司为您处理并转发挂号信或快递和某些普通信件，您同意支付向公司支付此项服务的相关费用。

In consideration of handling and forwarding certified and traceable courier mail and certain first class correspondence, You agree to pay COMPANY at the time such services are provided.

公司可能随时调整转发费用。除非另有约定，所有此类费用（由您支付的）是以美元来计算。您有责任支付公司的转发服务所有费用和相关税收。您提供一个可供公司扣费的有效信用卡来支付费用，且所支付的费用将不予退还。如因任何原因公司无法从信用卡上支取全部服务的价款，或者公司被扣回从您的信用卡中收取的

费用，您同意本公司可在不通知您的情况下寻求一切可能的补救方法，以便获得价款，包括但不限于，将域名出售转让给第三方，以及立即取消您的账户和停止所有公司提供给您的服务。

COMPANY may change its forwarding fees at any time. Unless otherwise stated, all fees are posted (and payable by You) in U.S. Dollars. You are responsible for paying all fees and taxes associated with using COMPANY's forwarding services. Payment shall be made by You providing a valid credit card for charged by COMPANY, and is non-refundable. If for any reason COMPANY is unable to charge Your credit card with the full amount of the service provided, or if COMPANY is charged back for any fee it previously charged to the credit card You provided, You agree COMPANY may, without notice to You, pursue all available remedies in order to obtain payment, including but not limited to, sale of the domain name registration to a third party, and immediate cancellation of Your account and all services COMPANY provides to You.

d. 额外的管理费用

Additional Administrative Fees

公司保留收取常规服务外的合理的管理服务费的权利。这些费用包括但不限于：无法通过电子邮件处理且需要个人服务的客户服务，需要法律服务的纠纷问题。您同意公司将安排您的注册商从您的信用卡上扣除费用。管理费用，一旦缴纳，将不予退还。保证您的信用卡信息更新及时和准确，包括到期日信息，是您的义务。如果不这样做，可能会导致公司终止服务。

COMPANY reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer service issues that cannot be handled via email and requires personal service, and disputes requiring legal services. You agree COMPANY will arrange for Your Registrar to bill these charges to the credit card You have on file with the Registrar. Administrative fees, once charged, will be non-refundable. It is Your responsibility to keep Your credit card information

current and accurate, including the expiration date. Failure to do so could result in termination of COMPANY's services.

6. 免责条款

LIMITATIONS OF LIABILITY

在任何情况下，公司不会因为任何理由对任何直接，间接的，附带性的，惩罚性的，特殊或间接损失承担责任，即便该损失是由于本协议、您的域名注册、公司的服务、使用或无法使用本公司网站或网站的材料及内容、或任何其他网站链接到公司网站、或您提供给公司或任何第三方的任何个人身份信息而引起的。此限制适用于无论所称责任是基于合同，侵权行为，担保，过失，严格责任或其他，即使公司已被告知此类损失或此类损失的可能性是可以被合理预见的。因为某些司法区域不允许对间接和附带责任进行限制或免除，公司在该司法区域内的法律责任应限制在法律允许的最小量。

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER RELATED TO THIS AGREEMENT, YOUR DOMAIN NAME REGISTRATION, COMPANY'S SERVICES, USE OR INABILITY TO USE THE COMPANY WEB SITE OR THE MATERIALS AND CONTENT OF THE WEB SITE OR ANY OTHER WEB SITES LINKED TO THE COMPANY WEB SITE OR YOUR PROVISION OF ANY PERSONALLY IDENTIFIABLE INFORMATION TO COMPANY OR ANY THIRD PARTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE SMALLEST

AMOUNT PERMITTED BY LAW.

您确认并同意，公司无须对以下情况承担任何责任或赔偿相关损失：

YOU FURTHER UNDERSTAND AND AGREE THAT COMPANY DISCLAIMS ANY LOSS OR LIABILITY RESULTING FROM:

- i. 无意中披露您的信息或您的个人信息被窃;
THE INADVERTENT DISCLOSURE OR THEFT OF YOUR PERSONAL INFORMATION;
- ii. 公司网站或下属网站无法正常接入;
ACCESS DELAYS OR INTERRUPTIONS TO OUR WEB SITE OR THE WEB SITES OF OUR AFFILIATED REGISTRARS;
- iii. 公司与您之间的数据传输延迟或中断;
DATA NON-DELIVERY OF MIS-DELIVERY BETWEEN YOU AND COMPANY;
- iv. 域名代持失败;
THE FAILURE FOR WHATEVER REASON TO RENEW A PROXY DOMAIN NAME REGISTRATION;
- v. 第三方未经授权使用您在公司的账户或服务;
THE UNAUTHORIZED USE OF YOUR COMPANY ACCOUNT OR ANY OF COMPANY'S SERVICES;
- vi. 公司的过错、疏忽或虚假的陈述;
ERRORS, OMISSIONS OR MISSTATEMENTS BY COMPANY;
- vii. 删除、未存储、无法处理转发给您或您的代持域名的电子邮件信息;
DELETION OF , FAILURE TO STORE, FAILURE TO PROCESS OR ACT UPON EMAIL MESSAGES FORWARDED TO EITHER YOU OR YOUR PROXY DOMAIN NAME REGISTRATION;
- viii. 处理您在公司的账户信息;
PROCESSING OF UPDATED INFORMATION REGARDING YOUR COMPANY ACCOUNT; AND/OR
- ix. 您或您的代理人（无论是否由您授权）的作为或不作为;

ANY ACT OR OMISSION CAUSED BY YOU OR YOUR AGENTS
(WHETHER AUTHORIZED BY YOU OR NOT).

7. 赦免

INDEMNITY

您同意免除，维护，赦免和保障本公司和母公司、子公司、关联公司、股东、代理人、董事、高级职员和雇员、您的注册商，免于承担任何和所有索赔，要求，责任，损失，损害或成本，包括合理的律师费。这些损失和成本的产生与本协议、公司所提供的服务公司、公司网站、您在公司的账户，您对注册域名的使用和/或与争议规定有关的纠纷有关。

You agree to release, defend, indemnify and hold harmless COMPANY, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and Your Registrar, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to this Agreement, the services provided hereunder by COMPANY, the COMPANY web site, Your account with COMPANY, Your use of Your domain name registration, and/or disputes arising in connection with the dispute policy.

8. 公司免责声明

COMPANY WARRANTY DISCLAIMER

公司及其母公司，子公司，关联公司，股东，代理人，董事，职员和雇员明确免于任何形式的代表和担保责任，这些责任与本协议、所提供的服务、本公司的网站或任何网页链接到站点公司网站相关，无论是明示或默示责任，包括但不限于对适销的暗示性保证，适用于某一特定用途和非侵权的保证。所有公司的服务，以及公司网站，也一样。您购买和使用的公司服务和网站，风险完全由您承担。一些司法区域内不容许默示责任免责，在此情况下上述内容的声明可能不适用于您。

COMPANY, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES,
SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES

EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE SERVICE PROVIDED HEREUNDER, THE COMPANY WEB SITE OR ANY WEB SITES LINKED TO THE COMPANY WEB SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL COMPANY SERVICES, AS WELL AS THE COMPANY WEB SITE, ARE PROVIDED "AS IS". YOUR SUBSCRIPTION TO AND USE OF COMPANY'S SERVICES AND ITS WEB SITE ARE ENTIRELY AT YOUR RISK. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH EVENT THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

9. 版权及商标

COPYRIGHT AND TRADEMARK

您确认并同意本协议中所载内容、材料、公司网站上所载材料中受中国版权、专利、商标、服务标志和商业秘密法律法规的保护。 You understand and agree that all content and materials contained in this Agreement, the COMPANY web site found here, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the People's Republic of China, as well as any other applicable proprietary rights and laws, and that COMPANY expressly reserves its rights in and to all such content and materials.

您进一步确认并同意，没有公司明确的书面许可，您不得以任何方式使用前面所描述的内容和材料。本协议不视为对您进行相关版权，专利，商标，服务商标或其他专有权利或特许权的许可。

You further understand and agree You are prohibited from using, in any manner whatsoever, any of the afore-described content and materials without the express written permission of COMPANY. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or

conferred upon You by this Agreement or otherwise.

10. 其他规定

MISCELLANEOUS PROVISIONS

a. 协议的可分性、解释、整体性

Severability; Construction; Entire Agreement

如果本协议的任何条款全部或部分地被裁定为非法、不可执行或无效的，此条款将在最低的必要限度内进行修改，以使其合法，可执行和有效。本协议其余条款的合法性，可执行性和有效性不会受到影响或损害。本协议的标题将不被视为本协议的一部分。

If any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement.

b. 管辖法律；地点；

Governing Law; Venue;

本协议受中华人民共和国法律和法规管辖，您同意，对于有关本协议或由本协议产生的任何诉讼，由中华人民共和国法院公司注册地的排他管辖。对于域名注册纠纷的裁判，您同意提交到公司所在地的有资格的中国法院管辖审判。

This Agreement shall be governed in all respects by the laws and regulations of People's Republic of China. You agree that any action relating to or arising out of this Agreement, shall be brought exclusively in the courts of People's Republic of China. For the adjudication of domain name registration disputes, you agree to submit to the exclusive jurisdiction and venue of the People's Republic of China's competent Court for the District of COMPANY'S place of incorporation.

c. 通知

Notices

公司所有给您的通知将被发送到你向公司提供的电子邮件地址。公司发送电子邮件 24 小时后，通过电子邮件发送的通知被视为生效，除非公司收到书面通知电子邮件地址无效，该通知应包含另一个有效的电子邮件地址。您发送到公司的所有通知应通过挂号信，要求回执单或可追踪快递：

All notices from COMPANY to You will be sent to the email address You provided to COMPANY. Notices by email shall be deemed effective twenty-four (24) hours after the email is sent by COMPANY, unless COMPANY receives written notice that the email address is invalid, the notice shall include another effective email address. All notices from You to COMPANY shall be sent via certified mail, return receipt requested or traceable courier to:

公司全称：

COMPANY FULL NAME :

收件人：

ATTN:

地址：

ADDRESS:

邮编：

POSTAL CODE:

通过挂号信或快递发出的通知，在公司收到后应视为送达。

Notices sent via certified mail or traceable courier shall be deemed delivered at the date of receipt.

d. 赔偿

Indemnification

若因公司的故意或过错行为导致您的域名被第三方持有的，你域名的注册商（下称“赔偿责任方”）将负责赔偿或补偿您因为丧失域名所遭受的相关损失、费用（包括合理的律师费用）。本条款规定的赔偿责任条件如下：

In the unlikely event You lose Your domain name registration to a third party solely as a result of COMPANY's wilful misconduct, Your Registrar (the "Indemnifying Party") will indemnify and hold You harmless against any losses, damages or costs (including reasonable attorneys fees) resulting from any claim, action, proceeding, suit or demand arising out of or related to the loss of Your domain name registration. Such indemnification obligations under this Section 10(e) are conditioned upon the following:

1. 您及时向公司及赔偿责任方出具书面赔偿通知，并提供向赔偿责任方提供合理的费用或成本支持;

That You promptly give both COMPANY and the Indemnifying Party written notice of the claim, demand, or action and provide reasonable assistance to the Indemnifying Party, at its cost and expense, in connection therewith, and

2. 赔偿责任方有权选择指导或控制相关赔偿请求或诉讼的处理.

That the Indemnifying Party has the right, at its option, to control and direct the defence to any settlement of such claim, demand, or action.

对公司赔偿请求或通知应依据本条第（三）款规定的送达方式送达，对域名注册商的赔偿请求或通知应根据通知在条款所签认证机构的域名注册协议。

Any notice concerning indemnification shall, with respect to COMPANY, be sent in accordance with Section 10(c) of this Agreement. With respect to Your Registrar, notices regarding indemnification should be sent in accordance with the notification provisions contained in Your Registrar's Domain Name Registration Agreement.

e. 接受和担保

Acceptance and Guarantee

- i. 您明确了解，若您提供的 WHOIS 信息不符合中华人民共和国的法律法规和 CNNIC 规则时，关闭或取消您的帐户可能会导致您无法继续持有该域名；
You have a clear understanding that the close or cancel of your accounts may result that you can't continue to hold domain name registration in the event

that the whois information you provided isn't comply with the laws and regulations of People's Republic of China and CNNNIC'S rules.

- ii. 您同意并了解，根据 CNNIC 的规定停止使用本公司的服务、注销、删除本公司账户的，将可能导致在您账户下的全部域名被注销或删除;

You agree and clear understand that the close or cancel of your accounts may result that the domain name in Your accounts will be cancelled according to the laws and regulations of People's Republic of China and CNNNIC'S rules.

- iii. 您同意，在由该域名引起的域名争议程序中，本公司仅有权通过第 3 条规定的电子邮件转发通知、投诉、抗辩、裁定;

You agree that the COMPANY has the right to do nothing in the domain dispute procedure raise by the domain name registration except forwarding the Notice, Complaint, Respondent, and Decision to you by the e-mail as set forth in the Section 3.

e. 协议的官方语言

The official language of the agreement

本协议以中文为准，英文仅供参考。

The agreement shall prevail in Chinese and English for reference only.

f. 本协议的期限及效力

Term of Agreement; Survival

在公司代表您作为域名注册者的期限内，本协议的期限将持续有效。本协议终止或期满后，第 5 条（信息转发），第 6 条（责任限制），第 7 条（赦免），第 8 条（公司免责声明）和第 10 条（其他规定）继续有效。

The term of this Agreement shall continue in full force and effect as long as COMPANY is the Registrant for any domain name on Your behalf. Sections 5 (Communications Forwarding), 6 (Limitation of Liability), 7 (Indemnity), 8 (Warranty Disclaimer) and 10 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.