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SALES@3DGWEBHOSTING.COM | [HTTP://WWW.3DGWEBHOSTING.COM](http://WWW.3DGWEBHOSTING.COM)

USER AGREEMENT

This User Agreement represents a valid legal agreement between 3dgwebhosting.com and you, the individual or single entity ordering 3dgwebhosting.com's services either via an on-line order form or via 3dgwebhosting.com's client service call center. The User Agreement governs your purchase and use of 3dgwebhosting.com services ordered by you during the Subscription Process.

You must complete the acceptance process before 3dgwebhosting.com will activate your services. By selecting the "ACCEPT" button, you agree to be bound by the terms and conditions of this User Agreement. If you do not agree to be bound by these terms of service, you should select the "DECLINE" button.

3dgwebhosting.com reserves the right to reject this User Agreement for any reason prior to acceptance. Activation of the services will indicate 3dgwebhosting.com's acceptance of this User Agreement.

3dgwebhosting.com may amend this User Agreement at any time without notice to you. You will be bound by the amended User Agreement upon your continued use of the services after the revised User Agreement is posted at this web site.

Except when expressly agreed to the contrary in writing by an authorized representative of 3dgwebhosting.com, this User Agreement supersedes any other agreement, representation, or warranty made by 3dgwebhosting.com, whether written, verbal, or otherwise.

You agree and accept that as part of your acceptance of the User Agreement you will maintain a constant familiarity with 3dgwebhosting.com's Privacy and Acceptable Use policies.

Any questions, comments, or concerns related to any of 3dgwebhosting.com's policies should be addressed to policies@3dgwebhosting.com.

1. GENERAL

1.1: You represent and warrant that, if you are an individual, you are at least 18 years of age, that you have read this User Agreement, including 3dgwebhosting.com's Acceptable Use Policy and Privacy Policy, and that you agree to be bound by the terms and conditions of the User Agreement. You acknowledge and agree that 3dgwebhosting.com can and will rely on all representations, warranties, covenants and agreements that you make herein.

1.2: It is your responsibility to provide accurate and complete account and contact information, including a valid e-mail address, to 3dgwebhosting.com during the Subscription Process. It is also your responsibility to inform 3dgwebhosting.com promptly of any changes to your account or contact information. 3dgwebhosting.com has no responsibility for communications that are misdirected as a result of your failure to provide 3dgwebhosting.com with updated contact information or as a result of the suspension or

termination of your services. 3dgwebhosting.com may provide notice to you required by this User Agreement via e-mail at the address provided by you. You agree that notice to you at this address is deemed sufficient regardless of your receipt of such email.

1.3: This User Agreement, together with the order form, if any, you submitted on-line to order your services, the Acceptable Use Policy, the Privacy Policy and all documents referenced herein and therein, comprise the entire agreement between you and 3dgwebhosting.com and supersedes all prior agreements between the parties regarding the subject matter contained herein. This User Agreement shall apply to all additional products and services that you purchase from 3dgwebhosting.com or its subsidiaries and affiliates, whether or not you complete the acceptance process with respect to additional products and services and this User Agreement will govern your purchase and use of all additional services.

1.4: This User Agreement and your rights hereunder may not be assigned or transferred to any third party. 3dgwebhosting.com reserves the right to assign this User Agreement to any of its subsidiaries or affiliates or to any third party that acquires all or substantially all of its relevant business or assets.

1.5: If any provision(s) of this User Agreement is held to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with all other provisions of this User Agreement remaining in full force and effect.

1.6: 3dgwebhosting.com's failure to exercise or enforce any right or provision of this User Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by 3dgwebhosting.com in writing.

1.7: 3dgwebhosting.com will be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquakes, hurricanes, tropical storms and depressions, inclement weather, labor disputes and strikes, riots, war and governmental requirements.

2. INTELLECTUAL PROPRIETARY RIGHTS AND TRADEMARKS

2.1: 3dgwebhosting.com and other pending and/or registered trademarks and service marks, and other graphics, logos, and service names used by 3dgwebhosting.com in connection with the services or other products or services offered by 3dgwebhosting.com and its subsidiaries and affiliates, to identify the products or services of 3dgwebhosting.com or its subsidiaries and affiliates are the trademarks of 3dgwebhosting.com and its subsidiaries and affiliates. You agree not to use the 3dgwebhosting.com trademarks in connection with your products or services, or any third-party's products or services, or in any manner that disparages or discredits 3dgwebhosting.com. All other brands and names (including third-party product names) used in connection with the services or other products or services offered by 3dgwebhosting.com and its subsidiaries and affiliates are the property of their respective owners.

2.2: 3dgwebhosting.com acknowledges that it claims no proprietary rights to your content or any intellectual property right contained therein. You acknowledge and agree that 3dgwebhosting.com and its licensors own all rights, title, and interest in: (a) the services and any other products or services offered by 3dgwebhosting.com and its subsidiaries and affiliates; (b) the technology available to you as part of the services; (c) and all content, including but not limited to text, software, music, sound, photographs, video, graphics, or other material contained or maintained on the websites maintained by 3dgwebhosting.com and its subsidiaries and affiliates excluding your content.

3. PROVISIONS FOR THE USE OF SERVICES

3.1: Your use of services is subject to 3dgwebhosting.com's Acceptable Use Policy, as revised from time to time. In the event of any inconsistencies between this User Agreement and the Acceptable Use Policy, the terms of the Acceptable Use Policy shall govern.

3.2: 3dgwebhosting.com is not responsible for monitoring the content that is submitted, stored, distributed or disseminated by you via the services; however, 3dgwebhosting.com reserves the right to monitor your web content at its sole discretion without incurring any obligation to continue to monitor or any liability thereto. Your web content includes the content of your end users and/or users of your website. Accordingly, you are responsible for your end users' content and all activities on your website. 3dgwebhosting.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of your web content and suspension and/or termination of your services, in the event of notice of any possible violation of the Acceptable Use Policy by you or your end users. You agree that 3dgwebhosting.com will have no liability to you or any of your end users due to any corrective action that 3dgwebhosting.com may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

3.3: You warrant that your web content does not violate or infringe any copyright, trademark, patent or intellectual or other proprietary property right of any third party or contain any obscene or libelous material or otherwise violate any law or regulation.

3.4: Your use of networks or computing resources provided to 3dgwebhosting.com by third party providers and made available to you as part of the services is subject to the respective permission and usage policies of such third parties.

3.5: You expressly (i) grant to 3dgwebhosting.com a license to cache the entirety of your web content and your web site, including content supplied by third parties, hosted by 3dgwebhosting.com under this User Agreement, and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

3.6: If 3dgwebhosting.com assigns to you an Internet Protocol address for your use, you may use that Internet Protocol address only as expressly permitted by 3dgwebhosting.com in connection with your use of the services during the term of this User Agreement. 3dgwebhosting.com will maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to you by 3dgwebhosting.com. 3dgwebhosting.com reserves the right, in its sole and exclusive discretion, to change or remove any and all such Internet Protocol numbers and addresses.

3.7: You agree that you will not use excessive amounts of CPU processing on any of 3dgwebhosting.com's servers. 3dgwebhosting.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and suspension and/or termination of services, in the event you violate this policy. You agree that 3dgwebhosting.com will have no liability to you or any of your end users due to any corrective action that 3dgwebhosting.com may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

3.8: You agree that you will not use bandwidth and disk usage amounts that exceed the limits applicable to your services as published on the 3dgwebhosting.com website for the particular brand of services you ordered. 3dgwebhosting.com will monitor your bandwidth and disk usage. 3dgwebhosting.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and suspension and/or termination of services, in the event you exceed the purchased usage parameters. You agree that 3dgwebhosting.com will have no liability to you or any of your end users due to any corrective action that 3dgwebhosting.com may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

4. WARRANTY DISCLAIMERS, INDEMNIFICATION, AND LIMITED LIABILITY

4.1: You accept that all warranty disclaimers, statements of indemnification, and limitations of liability provisions set forth in this section of the 3dgwebhosting.com User Agreement are reasonable and are fundamental elements of the agreement between you and 3dgwebhosting.com.

4.2: You accept that all terms and provisions outlined in this section of the 3dgwebhosting.com User Agreement remain binding despite the dissolution of services.

4.3: You agree to indemnify, defend and hold harmless 3dgwebhosting.com and its subsidiaries, affiliates, and beneficiaries from and against any and all liabilities, claims, losses, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees, related to or arising from: (i) your and your end users' use of the services and/or the licensed material; (ii) any violation of the Acceptable Use Policy; (iii) any liabilities, claims, or expenses arising from your registration, attempt to register, maintenance, infringement, or protection of a domain name and the rights associated with such, (iv) any breach by you any provision of this agreement; and/or (v) any acts or omissions by you.

4.4: You agree that if 3dgwebhosting.com takes any corrective action under this User Agreement in response to your or your end users' actions or failures to act, that corrective action may adversely affect you or your end users and you agree that 3dgwebhosting.com shall have no liability to you or your end users due to any corrective action taken by 3dgwebhosting.com.

4.5: You agree that, to the maximum extent permitted by applicable law, you will not under any circumstances including, but not limited to, negligence, hold 3dgwebhosting.com or its licensors liable for any indirect, incidental, special, consequential or punitive damages whatsoever including, but not limited to, damages for loss of profits, cost savings, revenue, business, data or use, or any other pecuniary loss by you, any of your end users or any other third party. You agree that the foregoing limitations apply whether in an action in contract or tort or any other legal theory and apply even if 3dgwebhosting.com has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; you agree that in those jurisdictions 3dgwebhosting.com's liability will be limited to the extent permitted by law.

4.6: You agree that you will not hold 3dgwebhosting.com or its licensors liable under any circumstance for any damages that you suffer that result from (i) the use of or inability to use the services or licensed material, (ii) mistakes, omissions, interruptions, deletion of files, loss or corruption of data and/or back-up data, failure to perform data back-up functions (other than those expressly agreed to by 3dgwebhosting.com and currently paid for by you), errors, viruses, defects, delays in operation or transmission, non-deliveries, mis-deliveries or any failure of performance, whether or not caused by 3dgwebhosting.com's negligence, acts of god, any failure of 3dgwebhosting.com's network or systems, theft, destruction or unauthorized access to 3dgwebhosting's records, programs, equipment or services; (iii) your acts or omissions; or (iv) the acts or omissions of third parties.

4.7: You agree that 3dgwebhosting.com's maximum liability to you under this agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort or other legal theory) shall be limited to the lesser of (a) the total amount of service fees actually paid by you to 3dgwebhosting.com for the three month period immediately preceding the date on which the damage or loss occurred or the cause of action arose, (b) proven direct damages, and (c) ten thousand dollars (\$10,000.00).

4.8: 3dgwebhosting.com provides the services (including, but not limited to, any software, services or technology licensed from third party providers) and the licensed material (as defined in section 7.2 below) to you on an "as is" and "as available" basis. 3dgwebhosting.com makes no express warranties of any kind and disclaims all implied warranties including, but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement regarding any services or any equipment that 3dgwebhosting.com may provide to you or regarding the licensed material. 3dgwebhosting.com does not warrant that the services, the licensed material or the use of either will be without interruption, error-free or free from viruses or other harmful components. 3dgwebhosting.com makes no warranties as to the results that may be obtained from the use of the services or the licensed material or as to the accuracy, reliability or content of any information, services or merchandise contained in or provided through the services, the licensed material or the internet. 3dgwebhosting.com is not liable, and expressly disclaims any liability, for the content of any data transferred either to or from you or stored by you or any of your customers via the services provided by 3dgwebhosting.com. No oral advice or written information given by 3dgwebhosting.com, its employees, representatives, agents, affiliates or contractors will create a warranty, express or implied, nor may you rely on any such advice or information.

4.9: Information obtained by you from the Internet may be inaccurate, offensive or in some cases illegal. 3dgwebhosting.com has no control over information contained on the Internet and accepts no responsibility for any information that you may receive via the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the services or obtain from the Internet.

4.10: 3dgwebhosting.com strongly encourages you to back-up your data regularly. You agree that 3dgwebhosting.com has no obligation to back-up any data related to your website unless 3dgwebhosting.com expressly agrees otherwise in writing and you have currently paid for such back-up services. You agree that you will regularly back-up your data whether or not 3dgwebhosting.com has any obligation to do so. You further agree that your failure to back-up your data regularly will mitigate any claim for damages you may bring against 3dgwebhosting.com relating to any loss of your data.

4.11: The server 3dgwebhosting.com provides for your dedicated hosting service is accessible only to you and is dedicated solely to your use. However, you acknowledge that 3dgwebhosting.com often re-uses and/or re-commissions its dedicated servers to accommodate changing client demands. While 3dgwebhosting.com follows standard hard drive data cleansing procedures, you acknowledge that the server used to provide your dedicated hosting services may have been used to provide such services to other 3dgwebhosting.com clients in the past, and may be used to provide such services to other 3dgwebhosting.com clients in the future. Because of this, data or meta-data shadows may physically remain on the drive even after cleaning it, although the data cannot be accessed without performing extraordinary procedures, if at all. While unlikely, 3dgwebhosting.com cannot completely ensure that your deleted data will not be accessible to future 3dgwebhosting.com dedicated hosting clients who will use your server for dedicated hosting services. You agree to never recover or reconstruct, or attempt to recover or reconstruct, any data previously saved on any hard drive provided for your dedicated hosting services. You will be solely responsible for any damages or losses to 3dgwebhosting.com, and will indemnify 3dgwebhosting.com for any third party losses, resulting from a violation of this paragraph.

5. SERVICE TERMS AND CANCELLATION POLICY

5.1: This Agreement will continue for the term stated in during the Subscription Process or, if no term is stated, on a month-to-month basis. The User Agreement will automatically renew for successive terms, each equal in length to that of the initial term. Either party may terminate this User Agreement effective at the end of the then current term, whether annual, month-to-month or some other fixed term, upon at least thirty (30) days notice prior to the end of the then current term and such termination will be effective upon expiration on the last day of the then current term. The termination of this User Agreement will constitute the termination of all of your services, except for domain name registration services provided by the applicable registrar. You acknowledge, understand, and agree that termination of this User Agreement, your web hosting services or other services with 3dgwebhosting.com does not automatically terminate or affect your domain name or the registration agreement with the registrar of your domain name. You further acknowledge, understand, and agree that termination of your agreement with the registrar of your domain name does not automatically terminate your obligations under this User Agreement, meaning charges may continue to accrue on your account, and that you must actively contact 3dgwebhosting.com directly if you wish to terminate this User Agreement in accordance hereunder.

5.2: If you breach any term of this User Agreement, 3dgwebhosting.com may, in its sole and exclusive discretion, suspend or terminate your services immediately and without notice to you. Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any fees that accrue during the period of suspension.

5.3: If this agreement is terminated for any reason prior to the expiration of the initial term or any successive term, 3dgwebhosting.com will not provide any refund or credit to you for any fees that you paid in advance, by credit card or otherwise, and 3dgwebhosting.com may, in addition, charge you an account administration fee of fifty dollars (\$50.00). You authorize 3dgwebhosting.com, in its sole and exclusive discretion, to charge you based on your payment specification or forward an invoice to you

immediately upon the termination of this User Agreement for the amount of any fees that are then outstanding. You acknowledge, understand, and agree that such charges are for liquidated damages and not as penalties for early or unauthorized termination hereof.

5.4: Clients who purchase a yearly subscription and who wish to exercise the 30-day money back guarantee must deliver written documentation of their request to terminate services within the specified timeframe to 3dgwebhosting.com. Failure to provide written documentation in a timely manner to 3dgwebhosting.com will confirm the terms and conditions of this agreement and deem all monies paid to date non-refundable.

6. PAYMENT TERMS AND CONDITIONS

6.1: 3dgwebhosting.com may charge setup fees, recurring service fees, and other one-time fees for optional services and, if requested by you, fees for domain name registration services. Unless otherwise specified in any written offer or promotion, the fees published on the 3dgwebhosting.com website for the particular brand of service purchased are applicable to all transactions between you and 3dgwebhosting.com. 3dgwebhosting.com may amend the services and/or the fees associated with any of the services at any time and from time to time without notice to you.

6.2: All fees are due according to the schedule published on the 3dgwebhosting.com website for the particular brand of services you ordered or, if not published, on the first day of the billing cycle. All fees and other monetary payments must be made in U.S. or Canadian Dollars as specified by you at the time of purchase. If you are not billed by invoice, you authorize 3dgwebhosting.com to charge the credit card, debit card or bank account that you provide to 3dgwebhosting.com for payment of the fees for services you order before 3dgwebhosting.com activates your account. You further authorize 3dgwebhosting.com to charge you according to your payment specifications for the amount of all subsequent periodic fees, at 3dgwebhosting.com's then-current rates, prior to the commencement of any renewal period for such services and for the amount of all other fees and charges at 3dgwebhosting.com's then-current rates, as they become payable pursuant to this User Agreement. All fees and charges that become due during any renewal period will be charged according to your previous payment option and/or payment specifications. All payment specification payments are deemed authorized by you and will be assessed in real time.

6.3: If 3dgwebhosting.com does not receive payment through your payment specifications, i.e. credit or debit card issuer or other financial institution, you agree to pay 3dgwebhosting.com all amounts due upon demand. 3dgwebhosting.com may charge you for a late payment fee equal to one and one-half percent (1.5%) on any overdue balance, or the maximum amount allowed by law if less, for each month or fraction of a month the overdue amount remains unpaid. 3dgwebhosting.com may also charge you for an administrative fee for any returned checks or if your payment specifications results in a refusal of payment. You agree to pay 3dgwebhosting.com's collection costs, including reasonable attorneys' fees, if 3dgwebhosting.com is required to take action to collect any amounts that you fail to pay when due pursuant to this User Agreement.

6.4: 3dgwebhosting.com may, in its sole and exclusive discretion, immediately suspend or terminate your account without notice if you fail to provide valid payment specification information or authorization or fail to pay for any services when due. 3dgwebhosting.com may charge a One Hundred Dollar (\$100.00) fee to reinstate any service that has been suspended or terminated.

6.5: There is a non-refundable registration fee for all new domains that you purchase through 3dgwebhosting.com. 3dgwebhosting.com may automatically pay this fee as well as all annual non-refundable renewal fees up to fifteen (15) days in advance of the renewal date on your behalf provided your account is active and current. These fees will appear on your next billing statement unless prior arrangements are made with the 3dgwebhosting.com. You agree that you are responsible for reimbursing 3dgwebhosting.com for all fees advanced on your behalf.

7. SERVICES

7.1: 3dgwebhosting.com offers numerous pre-packaged and customized shared and dedicated web hosting solutions as published on the 3dgwebhosting.com web site. Additional add-on products and services may be offered by 3dgwebhosting.com. Subject to these terms of service and during the term of this User Agreement, 3dgwebhosting.com agrees to provide to you the services you select during the Subscription Process.

7.2: 3dgwebhosting.com reserves the right to amend its service offerings and to add, delete, suspend or modify the terms and conditions of the services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

7.3: At your request, and subject to your agreement during the ordering process to the applicable registration agreement established by third parties who provide domain name registration services to 3dgwebhosting.com and the payment of applicable fees, additional services that you purchase from 3dgwebhosting.com may include acquisition and registration of a second-level domain name on your behalf. You hereby appoint 3dgwebhosting.com and third parties who provide domain name registration services to 3dgwebhosting.com as your agents for the registration and ongoing administration of domain names on your behalf and you authorize 3dgwebhosting.com and third parties who provide domain name registration services to 3dgwebhosting.com to select and issue binding instructions to domain name registrars and registries used to acquire, register and administer domain names on your behalf. 3dgwebhosting.com provides this service as a convenience to you only and you hereby waive any and all claims that you may have, or which may later arise, against 3dgwebhosting.com or such third party provider for any and all damages, losses, claims or expenses arising out of or related to the registration and/or use of such domain name. In addition, 3dgwebhosting.com reserves the right, in 3dgwebhosting.com's sole discretion, to refuse to register any domain name requested by you, and to discontinue the use of any domain name requested by you.

7.4: You agree that the following terms and conditions are applicable to all 3dgwebhosting.com domain name registration services:

1. You acknowledge and agree that 3dgwebhosting.com cannot guarantee that you will obtain a desired domain name registration even if an inquiry indicates that a domain name is available at the time of your application for same. You represent that, to the best of your knowledge and belief, 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 and further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose.
2. You acknowledge that registering or reserving a domain name does not guarantee immunity from objection, challenge, suspension, cancellation, transfer or revocation of that domain name by 3dgwebhosting.com, the Internet Corporation for Assigned Names and Numbers (ICANN), government bodies, or third parties.
3. You acknowledge and agree to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") <http://www.icann.org/dndr/udrp/policy.htm> and comply with all other requirements set forth by ICANN, applicable registries, governing bodies, and agencies providing enforceable law, rules, and policies for domain name registrants. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable policy. If 3dgwebhosting.com is notified that a complaint has been filed with a judicial or administrative body regarding your domain name, 3dgwebhosting.com may, at its sole discretion, suspend your ability to use your domain name or to make modifications to your registration records until (i) 3dgwebhosting.com is directed to do so by the judicial or administrative body, or (ii) 3dgwebhosting.com receives notification by you and the other party contesting your domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration or use of your domain name, 3dgwebhosting.com may deposit control of your registration record into the registry of the judicial body by supplying a party with a registrar certificate from us.
4. The person named as Registrant in the required "Whois" database of registered domain names managed by all registrars shall be the registered name holder. The person named as

Administrative contact at the time the controlling Account Identifier and Password are secured, shall be deemed the designate of the Registrant with the authority to manage the domain name. You agree that prior to transferring ownership of your domain name to another person (the "Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determined by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

5. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate at all times. You are obliged to provide us the following information:
 - a. your name and postal address (or, if different, that of the domain name holder);
 - b. the domain name being registered;
 - c. the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name;
 - d. the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and
 - e. the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name.
2. You agree and acknowledge that we may make domain name registration information you provide available to ICANN, to the registry administrators, law enforcement agencies and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some or all, of the domain name registration information you provide, for purposes of inspection (such as through the Whois service) or other purposes as required or permitted by ICANN and applicable laws. You hereby irrevocably waive any and all claims and causes of action you have arising from such disclosure or use of your domain name registration by 3dgwebhosting.com.
3. Your willful provision of inaccurate or unreliable information, your willful failure to promptly update information provided to us, or any failure to respond to inquiries by us addressed to the e-mail address of the registrant, the administrative, billing or technical contact appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration.
4. You acknowledge that 3dgwebhosting.com provides domain name services subject to its ICANN accreditation and are provided at 3dgwebhosting.com's sole discretion. If 3dgwebhosting.com for any reason ceases providing domain name services, your sole remedy shall be to transfer your domain name to another registrar.
5. You acknowledge, understand, and agree that 3dgwebhosting.com may change or cease using any or all of the domain name registrars that 3dgwebhosting.com works with to provide domain name registration services to you. In this regard, you further agree that 3dgwebhosting.com may transfer your domain name from one registrar to another as designated at 3dgwebhosting.com's sole discretion and that you will cooperate with 3dgwebhosting.com in executing such transactions and that you will be bound by the applicable registration agreement of the succeeding registrar. You hereby expressly consent to, and shall make no claim against 3dgwebhosting.com or the succeeding registrar relating to, 3dgwebhosting.com or the succeeding registrar replacing itself as the administrative contact for the domain name(s) being transferred but solely for the purpose of facilitating such transfer only. You will at all times remain the registrant of record (otherwise owner) of your domain name(s), subject to the terms of this Agreement.
6. You hereby expressly consent to 3dgwebhosting.com sending you notices by email or other means for various matters, including, but not limited to, expiration of your domain name registration, promotional offers, and incorrect Whois data. However, you acknowledge, understand, and agree that 3dgwebhosting.com provides expiration notices as a courtesy only and is not obligated to provide them. You are solely responsible, and 3dgwebhosting.com is not responsible in any way, for ensuring that your domain name is renewed or restored before expiration or deletion.

7. In consideration for providing additional optional services for which 3dgwebhosting.com does not charge an additional fee, including, but not limited to, URL forwarding, email forwarding, free parking page, free website hosting, free email services, or other services which 3dgwebhosting.com may introduce from time to time but for which there is not a separate fee ("Free Services"), you agree that, if you use such Free Services, Affinity may display advertising in conjunction therewith through the use of links, pop-up or pop-under browser windows, banner advertisements, audio or video streams, appendices to emails, or other similar advertising means, and that 3dgwebhosting.com may aggregate related usage data by means of cookies and other similar means. You agree that said advertising may be for or include but is not limited to 3dgwebhosting.com's web site, 3dgwebhosting.com product and service offerings, third-party Web sites, third-party product and service offerings, and/or commercial search engines. You agree that 3dgwebhosting.com may change the content and/or appearance of, or disable, said advertising at any time, in its sole discretion, and without prior notice. You agree that from time to time 3dgwebhosting.com may provide you with free or low-cost domain name(s) services ("Promotional Name(s)"). If 3dgwebhosting.com does so, the services for the Promotional Name(s) will be placed in the same account as your other domain name(s) and you will be listed as the registrant, though 3dgwebhosting.com may point the Promotional Name to IP address (es) of our choosing. If you want to assume control over the services provided to the Promotional Name, including the right to transfer or push the Promotional Name service to other registrars or other accounts or the ability to control the DNS settings for the Promotional Name, you must pay the promotional registration fee or renewal fee, if any, and agree to the terms of this Agreement with respect to such Promotional Name(s). If you do not want the Promotional Name services, you may request that you be removed as the registrant of such Promotional Names and 3dgwebhosting.com or a third party designated by us will be listed as the domain name registrant.
8. Notwithstanding anything to the contrary, whether in this Agreement or any other agreement referenced herein, the following terms shall apply to you and you hereby agree to them:
 - a. Upon expiration of your domain name(s), and even if it is before deletion of the domain name in the applicable registry's database, you acknowledge that 3dgwebhosting.com may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and you acknowledge that 3dgwebhosting.com may either leave your Whois information intact or that 3dgwebhosting.com may change the contact information in the Whois output for the expired domain name so that you are no longer the listed registrant of the expired domain name. Once your domain name expires, you agree that you relinquish any proprietary claim you may have over such domain name.
 - b. Upon expiration of your domain name(s), you acknowledge that certain registry administrators may provide procedures or grace periods during which expired domain name registrations may be renewed. You acknowledge that you assume all risks and all consequences if you wait until close to or after the end of a domain name registration term to attempt to renew the registration. You acknowledge that 3dgwebhosting.com, for any reason and in its sole discretion, may choose not to participate in a post-expiration renewal of a domain name and that 3dgwebhosting.com shall not be liable therefore. You acknowledge that post-expiration renewal or redemption processes, if any, involve additional fees which 3dgwebhosting.com may determine. You acknowledge and agree that expired domain names may be made available to be registered or re-registered to any party at any time.
 - c. You agree that upon expiration of your domain name, 3dgwebhosting.com may, for a period of thirty (30) days (the "Expiry Period"), either i) remove the domain name from the zone of the top-level-domain (meaning that the domain name will no longer resolve), or ii) direct the domain to name-servers and IP address(es) of website(s) designated by us, including, without limitation, to IP address(es) which host a parking page or a commercial search engine that may display advertisements, or (iii) delete the domain name or transfer ownership of the domain name to a third party. If 3dgwebhosting.com exercises its rights under this provision, you agree that you have abandoned the domain name and

that you relinquish any and all rights that you may have had to the domain to 3dgwebhosting.com.

- d. After the Expiry Period, you agree that 3dgwebhosting.com may, if 3dgwebhosting.com has not already done so under its rights during the Expiry Period, either (i) delete the domain name at any time thereafter or (ii) pay the registry's registration fee or otherwise allow it to continue to be registered and that 3dgwebhosting.com, or anyone designated by 3dgwebhosting.com, may list itself or a third party as the registrant of the domain name in the Whois information and pointing the domain name to the name-server(s) and IP address(es) designated by 3dgwebhosting.com or, (iii) put the domain name up for auction or otherwise sell the domain name, in which case you relinquish all rights and control over the domain name and related Services. If 3dgwebhosting.com, or a party designated by 3dgwebhosting.com, is named as the registrant for the domain name after the Expiry Period, the ability to redeem the Domain may be available to you for a period of thirty (30) days (the "Registrar Redemption Period") for a redemption fee equaling that charged for domain names that have been deleted and available for redemption at the registry. After the Registrar Redemption Period you agree that there will be no recourse for you to regain your domain name.

8. LICENSING PROVISIONS

8.1: This section applies to clients who use software licensed in connection with the services and is in addition to and not in lieu of all other terms of service that govern such services.

8.2: In connection with the services, 3dgwebhosting.com may make available to you 3dgwebhosting.com web content, certain technology and software owned by 3dgwebhosting.com or third parties (which may include corresponding documentation, associated software components, media, printed materials, and "online" and electronic documentation and all updates and upgrades thereto). You agree that the licensed material is the exclusive property of 3dgwebhosting.com and its licensors and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

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