

Registrant Agreement

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1. Overview

The Domain Name Registration Agreement (this "Agreement") is entered into by and between xTom GmbH, a German corporation ("xTom") and you, and is made effective as of the date electronic acceptance (electronically or in writing). This Agreement sets forth the terms and conditions of your use of xTom's Domain Name Registration services ("Domain Name Registration", "Registered Name", "domain registration" or the "Services").

The terms "we", "us" or "our" shall refer to xTom. The terms "you", "your", "user" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Your acceptance (electronically, in writing, or by submitting a domain registration) of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement and xTom [Terms of Service Agreement](#)

2. This Agreement

Representation. You represent, warrant, and guarantee that:

- you have the full power and authority to execute, deliver, and perform under this Agreement;
- you are at least eighteen (18) years of age;
- this Agreement is valid, binding, and enforceable against yourself in accordance with the terms herein and no provision requiring your performance is in conflict with your obligations under any other agreement;
- you are not a person or entity barred from purchasing or receiving the Services found under the laws of Canada, the European Union, the United States or other applicable jurisdictions;
- if you are entering into this Agreement on behalf of an organization or corporation (not a natural person) that you have the legal authority to bind such organization or corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "user", "client", "reseller" or "customer" shall additionally refer to such organization or corporate entity; and
- if you are entering into this Agreement on behalf of an organization or corporation that the entity is duly organized, authorized and in good standing under the laws of the jurisdiction in which it was formed.

Continued Use. By using the Website or the API or the Modules or the Services, you acknowledge that you have read, understood, and agreed to all the terms and conditions of this Agreement, including any other agreements or policies (collectively "Policies") referenced herein or that may be published by xTom from time to time. The operative and effective version of this Agreement and Policies is found at <https://xtom.com/terms-of-service/>.

Amendments. xTom may, in its sole and absolute discretion, change or modify this Agreement and the Policies which are incorporated herein, at any time, and such changes or modifications shall be effective

immediately upon posting to <https://xtom.com/terms-of-service/>. And your use of this Website or the Services after such changes or modifications are posted shall constitute your acceptance of this Agreement and the Policies as last revised. If you object to any amendment, your sole remedy is to stop using the Website and Services, and terminate this Agreement in accordance with the termination provisions herein. It is your sole responsibility to keep a copy of the current Agreement and Policies and to frequently visit the web page found at <https://xtom.com/terms-of-service/> to review the most current versions thereof. xTom shall not be obligated to send you any notice of amendments to this Agreement or the Policies, however it is your responsibility to ensure your xTom account ("Account") information is always current. If xTom sends out email notices, xTom assumes no liability or responsibility for your failure to receive an email notification if such failure is a result of inaccurate email addresses or Account contact information.

3. Your Domain Name Registrant Obligations and Responsibilities

You acknowledge, understand and agree to the following obligations and responsibilities as a customer of xTom's Domain Name Registration services:

Accuracy of Domain Registration Information. You agree that for each domain registration submitted by you, the following contact information shall be accurately and truthfully provided: full name, postal address, email address, telephone number, and if available, facsimile number of the registrant contact of the domain name (Registered Name Holder) and, if different from the Registered Name Holder, the same contact information for, a technical contact, an administrative contact and a billing contact. Failure to provide truthful and accurate information shall be considered a material breach of this Agreement and will be a basis for suspension and/or cancellation of the domain name.

Changes to Domain Registration Information. xTom within five (5) calendar days of any changes to the full name, postal address, email address, telephone number, and if available, facsimile number of the Registered Name Holder and if different from the Registered Name Holder, changes to the same contact information for the technical contact, the administrative contact and the billing contact. It is your responsibility to keep this information current and accurate. Failure by you, for any reason, to maintain truthful and accurate information on a continual basis, shall be deemed to be material breach of this Agreement. Inquiries made by xTom to determine the validity of the information provided by you.

Migration Domain Registration Information Changes. You agree and permit xTom to change the Domain Registration Information into the sole case of automated migration between registrars.

Collection and Use of Domain Registration Information. You agree to be bound by the provisions of Section 6, Collection, Use and Privacy of Information.

Reporting Change of Status. You will report any material changes to the validity of your authorization, charter, license, residency, title, status and/or other related credentials that will effect the your legitimacy or qualification to be the Registrant Owner of the Registered Name.

Restrictions and Right to Refuse Service. You agree to be held liable for all damages and actions from xTom resulting from your inappropriate or illegal use of any Registered Name (Restricted Activity) including the suspension, deletion, or cancellation of a Registered Name as well as covering all damages resulting from the use of a Registered Name that:

- transmits unsolicited email (Spam); transmits repetitive, high volume inquires into any of the Services provided by xTom (i.e. domain name availability, etc.); distributes malware or operates and engages in

botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting and other activities that are contrary to applicable law links or redirects to illegal content that:

- is hateful, defamatory, derogatory or bigoted based on racial, ethnic, gender or political grounds or otherwise causes injury, damage or harm of any kind to any person or entity;
- is threatening or invades another person's privacy or property rights or otherwise breaches any rights of or duty to a third party; misleads or deceive minors into viewing sexually explicit material or depicts minors engaged in any activity of a sexual nature or may otherwise harm minors;
- infringes the trademark, copyright, patent, trade secret or other intellectual property rights of a third party;
- violates any applicable local, state, national or international law or regulation;
- promotes, aids or abets illegal activity of any kind or promotes business opportunities or investments which are not permitted under law;
- advertises or offers for sale any goods or services that are unlawful or in breach of any national or international law or regulation;

Violation of Restrictions. You understand and agree that violation of the Restricted Activities constitutes a material breach of this Agreement. You agree that xTom, in its sole discretion and without liability to you, may refuse to accept domain registrations, delete domain registrations during the first thirty (30) days of registration, or cancel a domain registration at anytime after the first thirty (30) days of registration if you violate the Restricted Activity provisions at anytime.

Indemnity. You agree to defend, indemnify, save and hold xTom harmless in respect to all claims, demands, liabilities, costs and/or expenses resulting from a violation of the obligations and responsibilities stated in this Agreement.

Proprietary Rights in Name. You acknowledge and agree that the registration or renewal of a particular domain name through the Services or the subsequent use of the Registered Name does not confer upon you any proprietary rights in the Registered Name, nor does it guarantee immunity from and against any challenge to the registration of the Registered Name by any third party, nor from the cancellation, suspension or transfer of the Registered Name.

Domain Names as Individually Created Goods. You understand and agree to accept the risk that domain names are defined as individually created goods, and as such, there is no revocation for individualized products (customized domain name).

4. Domain Name Registration, Renewal, and Expiration

Mediator. You understand and agree that in the procurement, registration, and administration of domain names, xTom acts only as a mediator between you and the other parties involved in the registration process, including registrars and the institutions authorized to administer the central databases for the particular domain names. In this regard, you understand and agree that submission of a Domain Registration Order does not guarantee registration or continued existence of the registration of a domain name. Therefore, you release xTom of any liability for any domain name that fails to be registered or become unregistered, suspended, or transferred away for any reason.

Sponsoring Registrar. The sponsoring registrar for xTom is xTom GmbH. And used herein, the terms "Registrar" shall refer to xTom GmbH.

Country Code Top Level Domain Names ("ccTLDs"). In the case of ccTLDs, you acknowledge and agree that the Services in connection with these registrations can be permanently interrupted and/or modified without prior notice, understanding that you bear the sole and all risk for such interruptions and/or modifications interfering with or preventing the use and/or the intended use of one or more ccTLDs. You also understand and agree that the mode of operation of ccTLDs are not concurrent with that of conventional domain names, therefore, you understand and agree that due to the differences in technical implementations of ccTLDs some or all necessary ccTLDs do not function as intended or at all.

International Corporation of Assigned Names and Numbers ("ICANN"). xTom represents the Registrar, an ICANN accredited registrar, and as such you acknowledge, understand and agree that xTom is bound by its agreement with its Registrar and thus also with ICANN. You acknowledge, understand and agree that xTom may modify this Agreement in order to comply with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) an ICANN approved registry applicable to the generic top-level-domain ("gTLD") in question. If you register a domain name under ICANN's jurisdiction, you agree to the following:

1. To comply with the ICANN requirements, standards, policies, procedures, and practices for each applicable Registry at all times and to also comply with any future changes or updates enacted by ICANN.
2. To comply with any operational standards, policies, procedures, and practices for the each Registry, which can change from time to time by the applicable Registry Operators in a non-arbitrary manner.
3. To read the Registrants' Benefits and Responsibilities at <http://www.icann.org/en/resources/registrars/registrar-rights/benefits>
4. To read the Registrant Educational Information at <http://www.icann.org/en/resources/registrars/registrar-rights/educational>
5. Material change of Registrant regarding gTLDs:
 1. The Transfer of domains names that are governed by ICANN's Transfer Policy <http://www.icann.org/transfers/>.
 2. Confirmation. A material change of Registrant is when the current (Old) registrant name, organization, email address or administrative email address (when there is no Registrant email address) of a domain name is changed and the Registrant as the Old or New Registrant confirms the permanent material change ("Change") by: 1. Explicitly accepting the change through the API or Control Panel or only in the case of the Old registrant through their registrant email; or 2. Authorizing a person, company or entity to accept the change on Old and New Registrant's behalf as the Old and New Registrant's Designated Agent (DA) through the API or Control Panel.
 3. xTom as Designated Agent for New Registrant. Direct registrant name holders with xTom acknowledge and authorize xTom to be their Designated Agent for all New Registrant material change confirmations.
 4. Procedure. Both, Old Registrant and New Registrant or one of their respective Designated Agents understand, acknowledge and agree that:
 - i. xTom is solely responsible for the electronic processing of the change of registrant.
 - ii. Old Registrant and New Registrant are solely responsible for the legal validity of the transfer of the domain name.
 - iii. confirmation to material changes of the Registrant have to be made as set forth by the ICANN Transfer Policy
 - iv. any failure in the confirmation process (such as failure by the Old Registrant to confirm the change within 14 days) may stop the transfer process and will lead to an expiration of both the change of registrant request and/or security code.

- v. the Old Registrant might receive an email in order to confirm any change. The Old Registrant is obliged to contact xTom as soon as possible, latest fourteen (14) days of receipt of the email if the Old Registrant wants this change to be executed
 - vi. xTom assumes no liability for any inquiries in regards to the Change and the Old Registrant or the respective Designated Agent will indemnify and hold xTom harmless if any such inquiries occur. In particular shall xTom have no liability related to the validity of the New Registrants entitlement to the domain name
 - vii. the domain might be locked to prevent transfer to a different registrar for 60 day according to the ICANN Transfer Policy.
5. Representation Material Change. The person who accepts this agreement on behalf of the Old Registrant and New Registrant represents and warrants to be duly authorized and hence to have the legal power to enter in to this Agreement.
6. Transfer lock. The Old Registrant acknowledges and agrees that if the Old Registrant did not opt out of the 60-day lock and its final goal is to transfer the domain name to a different registrar, the Registrant is advised to request the inter-registrar transfer before the the Change of Registrant is initiated in order to avoid the transfer lock.

Domain Registrars, Intermediaries, Registries and ICANN Terms and Conditions.

Domain Policies. For domain names you attempt to register, you consent to xTom submitting Domain Registration Orders to authorized registrars either directly or through an intermediary. You also understand that domain names are administered by a multitude of different organizations internationally and that each of these organizations has different terms and conditions for the registration and administration of domain names as well as for domain name dispute procedures. In this respect, for the domain names you register through xTom, you acknowledge, understand and agree to the terms and conditions of each registrar, intermediary, registry and/or organization, which are expressly, incorporated by reference herein as the ccTLD Domain Name Registry Policies and the gTLD Domain Name Registry Policies (together known as the "Domain Policies").

Current Domain Policies. You understand and agree that it is solely your own responsibility to keep informed and up-to-date on the current respective Domain Policies connected to the domain names you have registered at xTom. You also understand and agree that a violation of the current Domain Policies due to your failure to keep up-to-date is a material breach of this Agreement.

Indemnity. For domain names you register through xTom, you will indemnify and hold harmless each registrar, intermediary, organization, registry operator and registry including their 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 domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

Domain Name Registration. A domain name registration is not effective until the following provisions are met:

1. All the terms and conditions for Payment of Fees in this Agreement.
2. That xTom submits and delivers to the applicable registry operator the domain name registration or application information (Domain Registration Order) and such registry puts the registration into effect (Registered Name). Submission of a Domain Registration Order does not guarantee that the domain name will be successfully registered. And xTom is not responsible for any domain name that fails to be successfully registered as a Registered Name.

Domain Name Renewal. Your continued use of a Registered Name is subject to your timely payment of renewal fees before the expiration date of a domain name, as well as, your continued compliance with this Agreement and any rules or policies referenced herein. You understand and agree that xTom is not responsible for cancelled domain names that you fail to properly renew under the following conditions:

Renewal Payment of Fee Conditions: All the terms and conditions for Payment of Fees in this Agreement are met.

Reserved Account Funds for Upcoming Renewals. If xTom does not receive the applicable renewal fees for a Registered Name (as cleared funds) thirty (30) days prior to the expiration date of a domain name, xTom reserves the right to cancel the registration of the Registered Name and remove it from the Registry's root zone file immediately following the domain name's expiration date.

Automated Renewal. Contingent on the full domain renewal fee being paid by you and received by xTom (as cleared funds) at least thirty (30) days prior to the expiration date of a domain name, Registered Names by default are set to be automatically renewed. To modify the default automatic renewal setting of a Registered Name, you must provide written notice of non-renewal to xTom at least 3 months prior to the expiration date of the respective Registered Name.

Manual Renewal. If you do not select a Registered Name to be automatically renewed, it is your sole responsibility to manually renew the expiring domain name before its expiration date (should you in fact want the domain name to be renewed). You acknowledge, understand and agree that if you choose to manually renew a Registered Name and you fail to complete the manually renewal process before a domain name's expiration date, this will result in cancellation of the domain name and removal of the domain name from its Registry's root zone file immediately following the domain name's expiration date.

Domain Renewal and Restore Pricing for Non-Premium Domain Names. The default price for renewing a gTLD is 178.50 (net 150.00) USD. The default price for restoring a gTLD is 654.50 (net 550.00) USD, which may be lower depending on the gTLD. The default price for renewing or restoring a ccTLD is determined by the prices available on your xTom's account, which you must log in to review. Prices for renewing or restoring a Registered Name are at the sole and absolute discretion of xTom and can change without notice to you. The price that you will be charged for a renewal or a restore can always be reviewed by logging into your account at xTom.

Renewal and Expiration Notices for gTLDs. Domain renewal notifications are sent to the registered owner of the Registered Name (Registrant) of expiring domain via the Registrant's respective email address (as provided on the domain name's whois contact information) over three separate notices. The first email is sent out approximately one month prior to a domain's expiration date. A second email is sent out approximately one week prior to a domain's expiration date. And if a domain expires and is not renewed or auto-renewed, a third and final email is sent to the Registrant on the fifth day post expiration.

Registry Renewal Policies. You agree to follow and be bound to the respective Registry renewal policy for the domain name you are renewing as provided for by the Domain Policies.

Expiration of Domain Name. The renewal of any Registered Name is solely and completely your responsibility alone. Registered Names that expire will be removed from the respective Registry's root zone file and will no longer resolve. You acknowledge, understand, and agree to release and hold xTom completely harmless against any claim for damage or loss arising from your failure to renew a Registered Name.

Renew Grace Period After Expiration. xTom as it's sole discretion, for some Registered Names, may allow a period of time after the expiration date of the domain name in which you may still renew the Registered Name (Renew Grace Period). Some domain names have no Renew Grace Period and for others the length of time for the Renew Grace Period varies. Failure to renew during the Renew Grace Period will result in the expired domain name being placed on hold and flagged for deletion. The Renew Grace Period for specific domain names can be reviewed at <http://console.xtom.com/> and is subject to change at anytime without notice

Redemption Period After Expiration. xTom as it's sole discretion, for some Registered Names, may allow a period of time after a Renew Grace Period or after the expiration date for domain names that do not have a Renew Grace Period, to restore or redeem a Registered name that has been placed on hold and flagged for deletion. The Redemption period is typically 30-days, but can vary and is subject to change at anytime without notice. xTom will only restore a Registered Name during this period upon receiving a written notice (either by email or fax) from you along with payment of the applicable restore fees. The Redemption Period for a specific domain name can be reviewed at <http://console.xtom.com/>, which is subject to change at anytime without notice

Deletion of Domain Name. Domain names are deleted immediately after a Registered Name's expiration date, however, for those domain name with a Renew Grace Period and/or a Redemption Period enabled by xTom, the Registered Name will delete after the end of the respective period. Deleted domain names will be released by the respective registry and will then become available for registration on a first-come-first-served basis.

Registry Renewal Grace Periods and Redemption Grace Periods. These periods can vary for different ccTLDs and gTLDs. You agree to follow and be bound to the respective Registry policy for the domain name you are renew or redeem as provided for by the Doman Policies.

Default DNS Settings with Parked Pages. When registering a domain name through xTom, you will be able to manually enter the DNS configuration for the domain name (DNS Settings), including name servers, during the registration process. The DNS Settings at the time of domain name registration, without manual configuration, are by default either the customer's preset name servers and settings configured in their account (Existing Customer Account Default DNS Settings) or where no account, account preset name servers or settings exist, xTom's own name servers and settings (xTom Default DNS Settings). By failing to provide manual DNS Settings at the point of registration or through your Existing Customer Account Default DNS Settings, you acknowledge and agree xTom has the right to set the DNS Settings to xTom Default DNS Settings:

1. xTom Default DNS Settings and Parked Page. Any domain name using xTom Default DNS Settings will forward to a web server and webpage (Parked Page) owned and operated by xTom. You agree and acknowledge that the content displayed on the Parked Page is fully and solely at the discretion of xTom allowing for:
 - a. in-house advertising that may have links to xTom products and services, where you will not be permitted to customize and you are not entitled to any compensation.
 - d. third-party advertising that may have links to third party products and services, where you will not be permitted to customize and you are not entitled to any compensation, understanding that xTom makes no effort to edit, control, monitor, or restrict the content and third-party advertising

displayed on Parked Pages, and expressly disclaims any liability or responsibility to you or any third party in connection therewith.

- c. use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, or any other advertising means, and xTom may aggregate for our own use, related usage data by means of cookies and other similar means.

2. Changing xTom Default DNS Settings. You may change away from xTom Default DNS Settings (thus stop all forwarding to Parked Pages altogether) at any time during the term of your domain name registration by:

- a. Changing the name servers for the respective domain name.
- b. Adding a DNS record.
- c. Adding a DNS forwarding.

3. xTom Default DNS Settings at Domain Name Expiration for gTLDs. Upon domain name expiration and where xTom is required to modify the DNS Settings for a domain name by policy, the respective domain name's DNS will automatically return to the xTom Default DNS Setting described above seven (7) days post the expiration date. As used in this paragraph, "expiration" is deemed to include any "renewal period" or "redemption period" after the domain name expires, but before the domain name is returned to the registry.

5. Domain Name Dispute Resolutions

Domain Name Dispute Policies. You acknowledge, understand, and agree to respond and settle any disputes for any Registered Names in your account according to the resolution policies of the respective ccTLD registry or ICANN. In the case of ICANN, you agree to be bounded by ICANN's Uniform Rapid Suspension System ("URS") and Uniform Domain Name Dispute Resolution Policy ("UDRP"). These dispute policies are amended from time to time therefore the domain policies, URS, and UDRP are hereby incorporated into this Agreement by reference.

Lock, Cancel or Transfer of Domain Name. You acknowledge, understand, and agree that xTom may be required to lock, cancel or transfer a domain to a third party in accordance to the Domain Name Dispute Policies. In the case of an UDRP action against you, unless you respond and provide evidence within ten days of an Administrative Panel's decision, where you commence a counter lawsuit against the complainant in a Mutual Jurisdiction regarding the right to use the disputed domain name, the domain name in question may be locked, cancelled, or transferred to a third party.

For the adjudication of disputes concerning or arising from use of a domain name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile and (2) where Registrar is located.

You agree that if a dispute arises as a result of one (1) or more domain names you are the Registered Name Holder with xTom, you will indemnify, defend and hold xTom harmless as provided for in this Agreement. You also agree that if xTom receives a complaint from a governmental, administrative or judicial body, regarding a domain name registered by you using xTom, that xTom, in its sole discretion, may take whatever action xTom deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. And in this event, you agree to hold xTom harmless for any such actions.

6. Collection, Use, and Privacy of Information

Registry Operator Rights to Contact Information. You acknowledge, understand and agree that domain name registrations requires your customers to provide correct and accurate contact information, in whole or in part, and this contact information is to be shared with the registry operator, for their use, copying, distribution, publication, modification and any alternate use provided for in their respective Registry policies. You agree to disclose the Registry Operator's rights and obtain consent from your customers to provide to you correct and accurate contact information and consent that such information will be shared with the registry operator for whatever use the registry operator deems appropriate.

ICANN Whois Requirements. As required by ICANN, the contact information must be made publicly available by means of Whois, and that the registry operator may also be required to make this information publicly available by Whois and you agree to disclose and obtain consent by your customer for the following: If you are a Reseller of the Services you understand and agree that you have obtained consent, and evidence of consent, from your clients (individuals, businesses, and legal entities) for making public their domain registration information as well as use of their information pursuant to ICANN policy:

Whois Directory. Your customer to agree that for each domain name registered by the customer the following information will be made publicly available in the Whois directory as determined by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

1. The domain name
2. Your name and postal address
3. The name, email address, postal address, voice and fax numbers for technical and administrative contacts
4. The Internet protocol numbers for the primary and secondary name servers (and corresponding names of the name servers)
5. The original date of registration and expiration date, and
6. The identity of the registrar.

Whois Escrow. Your customer to agree that the Registrar and/or the Registry Operator of a domain name may be required to archive the contact information with a reputable third-party escrow service.

Use of Whois: Your customer to agree that xTom may use of the public information you provide during the registration of a domain name to the extent permitted by ICANN

Whois Requirement for Resellers. If you are a Reseller of the Services you understand and agree that you have obtained consent, and evidence of consent, from your clients (individuals, businesses, and legal entities) for making public their domain registration information as well as use of their information pursuant to ICANN policy.

gTLD Registry Requirements. You acknowledge and agree to be bound to the privacy and collection policies of individual gTLD registry operators provided under the gTLD Domain Name Registry Policies.

ccTLD Registry Requirements. You acknowledge and agree to be bound to the privacy and collection policies of individual ccTLDs registry operators for domain names that provided under the ccTLD Domain Name Registry Policies.

Consent. You hereby consent and give permission for all such requirements and disclosures in this Section of this Agreement. Further, you represent and warrant that, if you are providing information about a third party,

you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure. And you understand that the Registrar will not process data in a way that is incompatible with this Agreement and the Registrar will take reasonable precautions to protect data from loss or misuse.

7. Payment of Fees

xTom Universal Terms of Service – Pricing and Payment. You understand and agree to pay all prices and fees (Payment) due for Services in accordance with the xTom Universal Terms of Service.

Security of Payment. You also understand and agree that if your Payment for the Services cannot be secured by xTom by either having sufficient and confirmed funds in your xTom Account or in your Reserved Funds balance (monies withdrawn and held from your account balance in preparation of payment of some types of Services), xTom is under no obligation or requirement to process your domain registration or domain renewal transaction. You also agree and confirm to indemnify, save and hold xTom harmless in respect to all claims, demands, liabilities, costs and/or expenses resulting your failure to secure payment with xTom.

Chargebacks and Reversal of Confirmed Account Funds. You agree that registration, renewal and use of any of the Services, including domain names, is contingent the original Payment being legitimate and permanent. You agree that any payment reversal due to credit card chargebacks or through a reversal of account funds means that the original Payment was illegitimate and you therefore have no claim or right to the Services or use of the Services associated with the illegitimate Payment and that xTom has the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion.

8. Data Correction, Migration, Breach of Agreement and Suspension of Service

Rights to Deny, Cancel, Transfer, Lock, Alter, Suspend. You acknowledge and agree to disclose and obtain consent from your customers that xTom, Registrar and any respective Registry reserves the right to deny, cancel, transfer, or alter any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion for the following:

1. To correct mistakes made by registry or any registrar in connection with a domain name registration
2. To facilitate the transfer of domain from one registrar to another, especially in order to process automated migrations between registrars
3. The non-payment or reversal of fees (Payment)
4. To protect the integrity and stability of a registry
5. To comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process
6. To comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement;
7. To avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees
8. An occurrence of any of the prohibited activities described in Section 3.5
9. For the resolution of a dispute.

Breach of Agreement. Your right to resell the Services is subject to cancellation or suspension for unresolved breaches of this Agreement and/or suspension or cancellation is required by any policy now in effect or

adopted later.

Complete Compliance. You acknowledge, understand and agree that your failure to comply completely with this Agreement is a material breach and xTom may provide you with notice of such breaches either in writing or electronically (i.e. email) for which you will have ten (10) calendar days to rectify the breach. Failure to rectify a breach may result in termination of this Agreement which may include, but is not limited to, cancelling the registration of any or all of your domain names and discontinuing any other Services provided to you by xTom. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.