MNI Networks Limited | Registration Agreement (.ms ccTLD)

1. *By applying to register* one or more .ms domain names (the ".ms Domain name(s)") with an accredited registrar in the .ms ccTLD (hereinafter referred to as an "Application") or by using one or more .ms Domain name(s), the Registrant acknowledges that they have read and agree to be bound by all terms and conditions of this Agreement as well as the following documents, policies, and agreements which are incorporated into this Agreement by this reference and which shall hereinafter (together with this Agreement) be referred to as the "MNINET Policies":

   > The .ms Registration Rules
   > The .ms ccTLD Policies
   > The MNINET Privacy Policy
   > The MNINET Acceptable Use Policy ("AUP")
   > The MNINET Complaint Resolution Service rules and policies
   >
   > Other MNINET rules or policies that are now, or may in the future, be published by MNINET.

   The MNINET Policies apply recursively to all domains and sub-level domains which end in the suffix .ms and explain the rights and obligations between MNINET and the Registrant. Those parts of the MNINET Policies which are not part of the text of this Agreement are incorporated into this Agreement by this reference. MNINET may accept the Application by facilitating registration and resolution of the .ms Domain names(s); such acceptance shall be deemed to have occurred at the MNINET Networks Limited's principal place of business in Montserrat.

   MNINET may modify the MNINET Policies from time to time. MNINET shall post (publish on or link to) the MNINET Policies on MNINET Networks Limited's web site. Revised MNINET Policies become effective thirty (30) calendar days after posting. MNINET may inform registrants of changes to MNINET Policies via email and Registrant agrees that such email shall not be considered spam; however, MNINET shall not be obligated to provide such notice via email. The Registrant's use of .ms Domain name(s) following the effective date constitutes the Registrant's acceptance of the revised MNINET Policies. In the event that the Registrant does not wish to be bound by the revised MNINET Policies, the Registrant's sole remedy is to cancel the registration of the .ms Domain name(s), following the appropriate MNINET Policies regarding such cancellation.

2. *Registration Fee.* The Registrant shall pay to an accredited registrar the appropriate registration fee ("Registration Fee") applicable at the time the Registrant submits its Application to such accredited registrar. Payment of Registration Fees shall be made in accordance with the requirements of the accredited registrars and MNINET Policies are effective at the time the Registrant submits such payment. All Registration Fees paid pursuant to this Agreement are non-refundable except as provided for herein. It shall be the responsibility of the accredited registrar to pay a separate registration fee owed to the MNINET by such registrar and no Application will be accepted until such separate registration fee is paid. It shall not be the duty of the MNINET to refund any Registration Fee or other fee to the Registrant in the event of non-performance by such registrar, since the disposition of such Registration Fee is being a matter of performance of a contract between the Registrant and such registrar.

3.   *Term and Renewal Term.* The Registrant's exclusive registration of the .ms Domain name shall continue for the term specified in an accepted Application (the "Term"). Registrant may have the right to renew a registration in accordance with the MNINET Policies in effect at the end of the Registrant's then current Term.

4.   *Registrant Information.* The Registrant shall ensure that: (i) the information submitted by or on behalf of the Registrant to the .ms ccTLD registry in connection with registration of the .ms Domain name(s) or otherwise ("Registrant Information") will during the Term comply with the MNINET Policies and is and will remain true, current, complete, accurate, and reliable; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying MNINET immediately of a change to any such information in accordance with the appropriate MNINET Policy relating to modifications to the Registrant Information. MNINET reserves and may exercise the right to terminate the Registrant's registration of the .ms Domain name if (i) information provided by the Registrant to MNINET is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) the Registrant fails to maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable. The Registrant acknowledges that a breach of this Section 4 will constitute a material breach of this Agreement which will entitle MNINET to terminate this Agreement immediately upon such breach without any refund of the Registration Fee and without notice to Registrant.

(i)   The Registrant acknowledges that all personal information about the Registrant which is supplied to MNINET or an accredited registrar is held for the benefit of the Montserrat and global internet communities and may be required to be publicly disclosed to third parties and used to maintain a public "Whois" service, provided that such disclosure is consistent with the MNINET Policies.

(ii)   Registrants must provide the following information to MNINET or its accredited registrar:

- Legally recognized first and last name (surname) of the contact person for the Registrant (this contact person may be the Registrant itself).

- If the Registrant is an organization, association, Limited Liability Company, Proprietary Limited Company, or other legally recognized entity, the contact person must be a person authorized under the applicable law in the applicable territory to legally bind the entity.

- Valid postal address of the Registrant.

- Functioning e-mail address of the Registrant.

- Working telephone number for the Registrant, including country code, area code, and proper extension, if applicable.

Providing true, current, complete, and accurate contact information is an absolute condition of registration of a .ms Domain name within the

.ms ccTLD. If any Registrant Information provided during registration or subsequent modification to that information is false, inaccurate or misleading, or conceals or omits pertinent information, MNINET may instruct the registry to terminate, suspend or place on hold the .ms Domain name(s) of any Registrant without notification and without refund to the Registrant; and

(iii) The Registrant is responsible for keeping the Registrant Information up to date and responding in a timely fashion to communications regarding the .ms Domain name or other .ms domains registered by them.

(iv) The Registrant may be requested to submit content, material, web page(s) or URL(s) accessed through the MNINET network to the manufactures of internet content filters listed on the MNINET website, and such request shall be a binding obligation.

5. *Agents.* The Registrant understands, acknowledges and agrees that by using the .ms Domain name, the Registrant ratifies and is bound by this Agreement (including the MNINET Policies incorporated into this Agreement) even if an agent (such as an Internet Service Provider, Domain name retailer, or employee) entered into this Agreement on the Registrant's behalf, and even if the Registrant has not itself read this Agreement. Further, the Registrant is responsible for all information submitted by its agent. MNINET will not cancel this Agreement, or refund any fees, because of any errors or omissions by the agent in the registration process or thereafter (e.g. if such agent provides incorrect Registrant Information), as such apparent authority will suffice to bind the Registrant. By acting on the Registrant's behalf, such agent represents and warrants to the Registrant and MNINET that the agent is authorised to bind the Registrant hereto and that it has fully and thoroughly advised the Registrant of the terms and conditions of this Agreement (including the MNINET Policies incorporated into this Agreement).

6. *Scope of Registration.* On payment of the Registration Fee to the registrar and after payment by the registrar to the MNINET of the separate registration fee and after acceptance of the Application, the Registrant will be entitled to a license for the exclusive use of the domain name resolution services relating to the .ms Domain name for the Term. However, the Registrant shall not use, display, exploit, or register a .ms Domain name in any manner which may constitute illegal activity or be in contravention or violation of MNINET Policies. The Registrant acknowledges that a breach of this Section 6 will constitute a material breach of this Agreement which will entitle MNINET to terminate this Agreement immediately upon such breach without any refund of the Registration Fee. The MNINET or an accredited registrar may, in such party's sole discretion, refuse registration of or discontinue to provide services with respect to the Registrant's desired .ms Domain name within thirty (30) calendar days from receipt of payment of the Registration Fee by the accredited registrar. In case of such refusal without cause ("cause" being defined as dishonouring any payment made to an accredited registrar and/or MNINET or any violation of the MNINET Policies), MNINET shall refund to the accredited registrar the separate registration fee received by the MNINET and the registrar shall refund to the Registrant the Registration Fee. Neither MNINET nor an accredited registrar shall be liable for any loss, damage, or

other injury whatsoever resulting from MNINET or registrar's refusal to register or to discontinue services in relation to the Registrant's desired .ms Domain name.

7.   *Registrant Representations and Warranties.* The Registrant represents, warrants, and guarantees that:

(i)   the Registrant understands that registration entitles the Registrant only to a license for the use of the domain name resolution services relating to the .ms Domain name for the Term and that use of such services is subject to this Agreement (including the MNINET Policies) and other pertinent rules and laws, including those concerning trademarks and other types of intellectual property, as these may now exist or be revised from time to time;

(ii)   to the best of the Registrant's knowledge and belief, neither the registration of the .ms Domain name nor the manner in which it is to be directly or indirectly used infringes the legal rights or intellectual property rights of a third party;

(iii)   the Registrant will use, display, or exploit the .ms Domain name in good faith, and in accordance with the laws of Montserrat, international law, and applicable state laws and regulations, and will not use the .ms Domain name in any way which may violate a subsisting right of MNINET or any third party;

(iv)   the information provided by the Registrant is true and accurate, and the Registrant will update said information immediately if it changes;

(v)   the Registrant is either (a) an identifiable human individual (over the age of 18 years); or (b) a legally recognized statutory entity (such as a Limited Liability Company, Partnership, Association, Society or Proprietary Limited Company);

(vi)   the Registrant will promptly notify MNINET of any actual or threatened proceedings brought in respect of the words used as or incorporated in the .ms Domain name whether by or against the Registrant;

(vii)   the Registrant will not, directly or indirectly, through registration or use of the .ms Domain name or otherwise:

(a)   register a .ms Domain name for the purpose of diverting trade from another business or website;

(b)   deliberately register as a .ms Domain name mis-spellings of another entity's personal, company or brand name in order to pass-off or trade on the business, goodwill or reputation of another;

(c)   grant or purport to grant a security interest or other encumbrance on or over the .ms Domain name unless such security interest or other encumbrance does not exceed the limited rights of the Registrant in the .ms Domain name, does not impair the Registrant's ability to fulfill the Registrant's obligations

under this Agreement, and does not impose obligations on the MNINET beyond the obligations owed by the MNINET to a registrant in the absence of such a security interest or encumbrance;

(viii) the Registrant meets and will continue to meet for the whole of the Term any eligibility criteria prescribed in the MNINET Policies for registering and using the .ms Domain name;

(ix) that the Registrant will maintain the Registrant Information provided pursuant to Section 4 according to the requirements of Section 4;

(x) the Registrant has not previously submitted an application for registration of a domain name for the same character string with another registrar where:

  (a) the Registrant is relying on the same eligibility criteria for both domain name applications; and

  (b) the character string has previously been rejected by the other registrar;

(xi) any content, material or web page contained on any Uniform Resource Locator ("URL"), web site or web page accessing, utilising or accessed by means of the .ms Domain name complies with the MNINET Acceptable Use Policy and applicable CoCCA recommendations and does not constitute or contain any illegal or prohibited content, including, but not limited to indecent, obscene, or pornographic material (as described more fully in the MNINET Acceptable Use Policy), whether incorporated directly into or linked from a web site resolved via a .ms Domain name;

(xii) the use of the .ms Domain name and of any web page or URL accessed by or utilising the .ms Domain name will comply with the requirements of the MNINET Acceptable Use Policy and CoCCA recommended policies including, without limitation, those policies relating to spam.

8.   *MNINET Representations and Warranties*. MNINET represents, warrants, and guarantees that:

(i) MNINET manages the .ms top level domain name in trust for the Montserrat Community;

(ii) MNINET has the full right, power, legal capacity, ability, and authority to enter into this Agreement, and to carry out the terms and conditions hereof notwithstanding the disclaimer below;

(iii) MNINET will process the Registrant's Application and consider whether to accept or reject it in accordance with the criteria laid down in this Agreement (including the MNINET Policies);

(iv) MNINET will, if the Application is successful, use its reasonable endeavours to ensure that the details supplied by the Registrant are entered into and maintained in the .ms zone file; and

MNINET Networks Limited's breach or misrepresentation of these warranties shall constitute a material breach of this Agreement. In the event of such material breach by MNINET Networks Limited, the Registrant's only recourse against MNINET shall be to terminate its Agreement with MNINET Networks Limited. MNINETEXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE MAXIMUM EXTENT POSSIBLE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT. MNINETDOES NOT GUARANTEE ANY INFORMATION PROVIDED TO THE REGISTRANT BY IT OR ITS AGENTS NOT INCORPORATED INTO THIS AGREEMENT AND, ACCORDINGLY, NO SUCH INFORMATION CREATES ANY EXPRESS OR IMPLIED WARRANTY. MNINET Networks Limited'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE REGISTRANT AGREES THAT MNINETWILL REGISTER DOMAIN NAMES ON A FIRST COME, FIRST SERVED BASIS. MNINETDOES NOT GUARANTEE THAT ANY DOMAIN APPLIED FOR BY THE REGISTRANT WILL BE AVAILABLE OR WILL BE SUCCESSFULLY REGISTERED, AND THE REGISTRANT AGREES THAT IT DOES NOT HAVE ANY RIGHT OF OWNERSHIP IN A REGISTERED DOMAIN.

9. *Breach.* Failure of a Registrant to abide by any provision of this Agreement (including the MNINET Policies) may be considered a material breach. In the event of such material breach, MNINET may provide a written (including email) notice to the Registrant describing the breach. The Registrant in such event then has thirty (30) days to rectify or cure such breach or to provide evidence reasonably satisfactory to MNINET that there is no breach of this Agreement or MNINET Policies. In the event of a breach that is not rectified, cured or refuted by the Registrant to MNINET Networks Limited's satisfaction, MNINET may cancel the Registrant's registration of and license to use the .ms Domain name without refund and without further notice, and pursue any and all legal remedies it may have against the Registrant. Any such breach by the Registrant shall not be deemed excused in the event that MNINET did not act earlier in response to the breach by Registrant. In the event of a breach which, in the opinion of the MNINET or an accredited registrar, causes immediate harm to the public interest or the MNINET Network or which violates any applicable law or regulation, then an accredited registrar and/or the MNINET may modify, suspend, or terminate services to the Registrant without written notice, the modification, suspension, or termination of services constituting notice to Registrant that such a breach has occurred. See Section 12, below for important limitations on the liability of MNINET and accredited registrars with regard to good faith acts by such parties under this Section.

10. *Disputes Involving Registrants.* The Registrant acknowledges that MNINET cannot, and does not, screen or otherwise review any Application to verify that the Registrant has legal rights to use a particular character string as or in a .ms Domain name. In the event that any party disputes the Registrant's legal right to use, display, exploit, or register the .ms Domain name in any fashion, including allegations that prohibited material (as defined in the MNINET Acceptable Use Policy) is displayed on or linked to from a website

which is resolved via a .ms Domain name, MNINET and the Registrant shall act in accordance with and agree to be bound by MNINET Networks Limited's Complaint Resolution Policy and Service. The Registrant is strongly encouraged to, prior to applying for registration of the .ms Domain name, perform a trademark search with respect to the acronyms, words and/or phrases comprising the .ms Domain name. The Registrant will be solely liable in the event that the Registrant's use of a .ms Domain name constitutes an infringement or other violation of a third party's rights.

Indemnity. The Registrant shall defend, indemnify, and hold harmless MNINET Networks Limited, the registry operator, accredited registrars and such parties' officers, directors, shareholders, owners, managers, employees, agents, contractors, affiliates, lawyers and attorneys ("MNINET Related Parties") from and against any and all claims of third parties or made by the Registrant, including, but not limited to all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable lawyers or attorneys' fees (which lawyers or attorneys shall be hired at the sole discretion of the indemnified party) and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, the registration or use of the indemnified party's domain registration or other services, or to the .ms Domain name itself, including the Registrant's use, display, exploitation, or registration of the .ms Domain name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the .ms Domain name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from the Registrant concerning the Registrant's indemnification obligations. Failure to provide such written assurances is a material breach of this Agreement. Failure of the Registrant to fully indemnify the indemnified party in a timely manner may result in termination, suspension, or modification of the domain name registration services and any such termination, suspension, or modification shall in no way prejudice or substitute for an indemnified party's right to seek indemnification by way of litigation or otherwise.

11.   **DISCLAIMER AND LIMITATION OF LIABILITY.** The Registrant acknowledges and agrees that, to the maximum extent possible, MNINET **AND THE** MNINET **RELATED PARTIES** SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, RELATING TO THE USE, OR THE INABILITY TO USE, THE DOMAIN, OR IN ANY OTHER WAY RELATED TO THE DOMAIN, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. ADDITIONALLY, MNINET AND MNINET RELATED PARTIES SHALL NOT BE LIABLE WHATSOEVER FOR ANY LOSSES OR DAMAGES THAT THE REGISTRANT MAY INCUR AS A RESULT OF UNAUTHORIZED USE OF THE DOMAIN ARISING FROM "HACKING", DENIAL OF SERVICE ATTACK, VIRUS, WORM OR OTHERWISE, OR FOR LACK OF FITNESS FOR A PARTICULAR PURPOSE OF THE DOMAIN OR SERVICES RELATED TO THE DOMAIN NAME.

IN THE EVENT THAT MNINETOR A MNINET RELATED PARTY TAKES ACTION WITH RESPECT TO A .ms DOMAIN NAME PURSUANT TO SECTION 9, WHICH ACTION IS REVERSED, MODIFIED, OR ACKNOWLEDGED TO HAVE BEEN INCORRECT BY MNINET Networks Limited, A MNINETRELATED PARTY, BY OR THROUGH THE MNINET COMPLAINT RESOLUTION SERVICE, OR BY A COURT, THEN REGISTRANT AGREES THAT, ABSENT BAD FAITH BY SUCH PARTY, THAT MNINET AND MNINET RELATED PARTIES SHALL NOT BE LIABLE WHATSOEVER FOR ANY DAMAGES THAT

THE REGISTRANT MAY SUFFER THEREBY, EVEN IF MNINET OR MNINET RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF MNINET OR MNINET RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY UNDER SUCH CIRCUMSTANCES SHALL BE THE RESUPPLY OF THE SERVICES AGAIN, IF POSSIBLE, OR, IF NOT POSSIBLE, A REFUND OF THE REGISTRATION FEE OR RENEWAL FEE (IF THE CIRCUMSTANCE OCCURRED DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT ACKNOWLEDGES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT.

IN ADDITION, MNINET AND MNINET RELATED PARTIES ARE NOT LIABLE WHATSOEVER FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER BECAUSE OF SERVICE OR SYSTEM FAILURE, INCLUDING DOMAIN NAME SYSTEM FAILURE, ROOT SERVER FAILURE, INTERNET PROTOCOL ADDRESS FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORISED USE OF PASSWORDS, ERRORS, OMISSIONS OR MIS-STATEMENTS IN ANY INFORMATION OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, DELAYS OR INTERRUPTIONS IN DEVELOPMENT OF WEB SITES, RE-DELEGATION OF THE .ms TOP LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF MNINET OR MNINET RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF MNINET OR MNINET RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR MNINET OR MNINET RELATED PARTIES' BREACH OF THIS AGREEMENT SHALL BE, AT THE SOLE DISCRETION OF MNINET OR MNINET RELATED PARTIES, THE RESUPPLY OF THE SERVICES AGAIN OR A REFUND OF THE REGISTRATION FEE OR RENEWAL FEE (IF THE BREACH OCCURS DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT ACKNOWLEDGES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION NOT FLOWING FROM THIS AGREEMENT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO MNINET OR MNINET RELATED PARTIES BY THE REGISTRANT.

12. *Notices.* Notices to MNINET shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible) to:

> MNINET Networks Limited
> Olveston Drive
> Olveston, Montserrat

> Notices mailed by registered or certified official mail of a country shall be deemed delivered on receipt.

Notices to Registrant shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Ex press) in the manner of quickest delivery (i.e., overnight delivery, if possible) or, in the sole discretion of the MNINET or a MNINET Related Party, by email or fax to the Registrant Information.

13. *Governing Law / Forum Selection.* For all disputes in which the MNINET may be or is a party to the dispute, this registration agreement shall be exclusively governed by the laws of Montserrat applicable to contracts made and performed in Montserrat, without regard to conflict of laws principles. The Registrant hereby consents to the exclusive personal jurisdiction of the courts

of Montserrat, for any and all claims or disputes directed against the MNINET and which arise out of, purport to enforce, construe, or otherwise relate to the .ms Domain name, this Agreement, or MNINET Policies. The exclusive venue for such action shall be the Courts of Montserrat. The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the laws of the jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction. By way of information and not as a term binding against the MNINET Networks Limited, disputes not involving the MNINET as a party may be governed by a governing law and/or forum selection clause contained in a separate agreement, if any, between the Registrant and such other disputant (for example, disputes between and accredited registrar and a Registrant may be governed by a separate agreement, if any, between the Registrant and the accredited registrar); provided, however, that no such separate agreement may modify or waive either MNINET Networks Limited's or Registrant's consent to exclusive choice of law, jurisdiction, and venue in Montserrat and the courts of Montserrat for disputes in which the MNINET is or may be a party, as described above.

14. *OWNERSHIP OF INFORMATION AND DATA.* Registrant agrees and acknowledges that MNINET and/or any MNINET delegee shall own all database, compilation, collective and similar rights, title and interests worldwide in any domain name database(s), and all information and derivative works generated from the domain name database(s) and that such domain name database may include, without limitation, (a) the original creation date of domain name registration(s), (b) the expiration date of domain name registration(s), (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for domain name registration(s), (d) any remarks concerning registered domain name(s) that appear or should appear in the WHOIS or similar information repositories, and (e) any other information generated or obtained in connection with providing domain name registration services. MNINET and/or any MNINET delegee shall not have any ownership interest in a single Registrant's specific Registration Information outside of MNINET and/or any MNINET delegee's rights in one or more domain name database(s).

15. *Severability.* If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of MNINET and the Registrant in executing this Agreement.

16. *No Waiver.* The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.

17. *Full Integration.* This Agreement, together with the MNINET Policies expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and MNINET relating to the .ms Domain name. No prior or contemporaneous written, oral, and electronic representation, negotiation, or agreement form a part of this Agreement, and this Agreement supersedes all prior written, oral, or electronic agreements between the Registrant and

MNINET relating to the .ms Domain name. Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the .ms TLD provided by such accredited registrars, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement nor may such an additional agreement impose any obligation upon MNINET without MNINET Networks Limited's express written consent. If there is any conflict between such additional agreements and this Agreement, this Agreement shall control.

18. *Written Agreement.* This Agreement constitutes a written agreement between Registrant and MNINET even though the Registrant's Application may be dispatched electronically, and even though MNINET may accept the Application electronically. A printed version of this Agreement, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.

19. *Assignment.* The parties agree that MNINET is able to assign this Agreement to a third party without prior written notice to the Registrant.

20. *Survival of Obligations.* The parties agree that clauses 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the expiry or termination of this Agreement.

THIS AGREEMENT IS EFFECTIVE AND BINDING as of the date of acceptance hereof by MNINET (i.e., the date of registration and delegation of the .ms Domain name).