



GARNETBLUE DOMAIN REGISTRATION/RENEWAL/TRANSFER CONTRACT

This contract is between GarnetBlue LLC located at 2355 HWY 36 W, Suite 400, Roseville, MN 55113, ("GarnetBlue") and you, GarnetBlue's customer, ("Customer" or "you" or "domain registrant" or "registrant") and is effective when accepted by GarnetBlue LLC.

Refunds are not available for any unused portions. This invoice can be paid by check or, if notice of cancellation is not received, your credit/debit card on file will be charged on the due date. GarnetBlue, LLC assumes no liability for any loss or damages caused by the interruption of service for any reason. By paying this invoice, you agree to all the terms and conditions set forth in GarnetBlue's brochures, sales literature, installation instructions, web pages, acceptable use policy, and so on. If notice of cancellation is not received by the due date for hosting and service renewals, GarnetBlue will charge the credit/debit card on the due date if on file. GarnetBlue is not responsible for any loss or loss of data or damage caused by the interruption of service due to non-payment or any other reason. For your protection, GarnetBlue does not provide any warranties, whether express or implied, for its setup of services. Specifically, GarnetBlue disclaims any implied warranties of merchantability or fitness for any particular purpose. GarnetBlue will not be responsible for any losses or damages resulting from delays, non-deliveries, mis-deliveries, service interruptions, "down time," or subscriber errors or omissions. If you choose to pay GarnetBlue via a payment plan, all content, images, ideas, work, layouts, files, scripts, databases, and any other part of the website remain the property of GarnetBlue until paid in full. It is your responsibility as the subscriber to maintain current backups and/or copies of information provided by or to GarnetBlue. You are also responsible for making, keeping, and maintaining a backup of your website or business website. GarnetBlue is not responsible for any loss of data, loss of service, and so on, resulting from your failure to make, keep, and maintain a comprehensive backup of your website, database, files, or any content. As the subscriber, it is your responsibility to review and proof all the material or work completed by GarnetBlue. It is crucial that you report any errors or omissions to GarnetBlue. GarnetBlue bears no liability for any service failures caused by third parties. Under no circumstances will GarnetBlue be responsible for consequential damages, including but not limited to those resulting from failure to provide services in accordance with this agreement. GarnetBlue is not accountable for any loss of data or profits due to service interruption resulting from the subscriber's failure to renew or make timely bill payments. In any action regarding an alleged breach by the subscriber, regardless of the requested remedy, GarnetBlue is entitled to reasonable legal fees and costs from the subscriber. GarnetBlue's total liability under this agreement for any claim is limited to the amount received by the subscriber for the services in question. GarnetBlue retains the right to terminate this agreement at its discretion and without partial refund or reimbursement for setup fees or remaining term of service. The subscriber agrees to pay all future invoices by the due date unless a written cancellation notice is received by GarnetBlue LLC. Failure to provide cancellation notice will result in the credit/debit card on file being charged on the due date. GarnetBlue LLC assumes no liability for any loss or damage arising from service interruptions. GarnetBlue will not be responsible for any long-distance phone charges incurred by the customer. The subscriber acknowledges that the limitations of liability set forth herein are essential to the agreement between the parties. Once the website is published by GarnetBlue, all work is

considered completed. Any changes made to the website after publication will be priced and quoted to the customer accordingly. GarnetBlue will strive to provide timely and comprehensive translation of promotional materials into a usable website. The customer acknowledges their responsibility to provide GarnetBlue with promotional materials promptly in order to ensure timely completion of the website. The customer also understands that GarnetBlue cannot deliver a functional website without the specific materials required for the project, and therefore, GarnetBlue cannot be held accountable for any delays or non-completion of the website resulting from the customer's failure to provide the necessary materials. Once the customer has approved the work to be done, it is considered final and cannot be changed or modified. Please note that stock or purchased photos may incur additional charges that will be quoted in a separate invoice. GarnetBlue offers standard photo galleries with a maximum of twelve photos. The logos created are optimized for web usage, and high-resolution logos for other purposes can be quoted separately. Basic shopping carts are provided, and any additional features, shipping options, payment methods, or customization can be quoted separately. The website is designed to be compatible with Microsoft Edge, Google Chrome, and Firefox, and is available only in English. Compatibility with other web browsers is not guaranteed or implied. For compatibility with other browsers, please consult a GarnetBlue team member for a personalized quote.

You are ordering a new domain name (domain registration - domain name means a name that identifies the internet address for your service) or transferring or renewing an existing domain name as stated on your Application or invoice. GarnetBlue LLC may accept or reject your order for any reason. Such reason(s) may include, but are not limited to, your request for registration of a prohibited or questionable domain name. GarnetBlue will register your domain name/names with Enom ("domain registrar" or "registrar" - registrar means an organization that manages internet domain names) or the registrar that GarnetBlue is using at the time which you enter into this contract.

The length of this contract is the period of time that a domain name is registered for, which is currently either a 1-year, 2-year, 5-year or 10-year period. You will select one of these time periods.

Our Services

GarnetBlue LLC is a reseller of domain names. This means that GarnetBlue is authorized to register domain names on behalf of you through a registrar.

Your domain registration will take place once all of the following has been completed:

1. GarnetBlue. receives and accepts this Contract and your domain registration application, renewal and/or transfer application.
2. You agree to the terms and conditions outlined in this contract.
3. GarnetBlue receives payment for the registration, domain transfer fees, renewal and/or reinstatement fees, or any other fees, as applicable.

In addition, GarnetBlue may provide you with the option of adding additional paid or free services during the initial registration process (such as web hosting, design, email or any other services).

You agree to abide by these terms, GarnetBlue's Acceptable Use Policy and GarnetBlue's Terms of Service (found on GarnetBlue's webpage - www.GarnetBlue/aup) for GarnetBlue to provide this service. If you violate any of these terms and/or policies, GarnetBlue reserves the right to disconnect or discontinue your service without warning. If this occurs, no refund will be given to you.

Domain parking

In the domain registration or transfer process, you will be asked to provide name servers (DNS) to associate with the domain being registered. If you do not provide this information, your domain will automatically be pointed or redirected to GarnetBlue's servers. This is known as Parking. There is no charge for parking a domain. GarnetBlue reserves the right to "park the domain at www.GarnetBlue" or a "coming soon" page that may include advertising. You may change the name server configuration (or "un-park" the domain) after the registration is complete.

Domain Transfer

You understand that you must supply GarnetBlue with the username and password for unlocking the domain and/or unlock the domain yourself at the current registrant in order for the transfer to take place. Locking or unlocking a domain is the process in which you allow or deny a domain to change registrars. You further understand that no claim may be made against GarnetBlue for any delays, miscommunications, the time it takes the registrar to change the DNS servers, unlock the domain, down time of the domain or the time it takes you to provide the correct information to enable the transfer. You must respond to any emails received from the registrar or GarnetBlue for the purpose of transferring the domain name correctly and timely. If a response is not received by you in a correct and timely manner, this will delay the transfer of your domain. Changing DNS may take 24-48 hours in order for the domain to be seen properly.

Domain Hosting

It is also your responsibility to copy any Web site files, custom or non-custom scripts, programs or applications located at the current hosting server and upload those files to the new location on GarnetBlue's server once the domain name is transferred, unless other prior arrangements have been made with GarnetBlue. Uploading is the process that a customer uses to move the files, custom or non-custom scripts, programs, or applications from his/her computer to GarnetBlue server. It is your responsibility to keep a backup of the Web site files, custom or non-custom scripts, programs, or applications as GarnetBlue does not keep or provide these backup files. GarnetBlue has the right, without warning, to update its software which may cause custom or non-custom scripts, programs or applications to not run, and it is your responsibility to fix the custom or non-custom scripts, programs and applications.

You agree that all files hosted or linked from or on GarnetBlue's hosting service must conform to GarnetBlue's Acceptable Use Policy and Terms of Service found on GarnetBlue's webpage www.GarnetBlue/aup. You may not host or link to any illegal software, pirated software, warez, cracks, serials, or pornography on GarnetBlue's servers. GarnetBlue has the right to remove, refuse, change, or modify any content hosted on GarnetBlue servers for any reason. You are responsible for keeping an up-to-date backup of ALL files, custom or non-custom scripts, programs or applications uploaded to GarnetBlue's servers by you, by GarnetBlue or by any third party. You understand that GarnetBlue is not responsible for lost, missing, deleted, corrupted, modified, or changed files, custom or non-custom scripts, programs, or applications. You further understand that you are responsible for backing up all files, custom or non-custom scripts, programs, or applications before using any utilities to modify their Web site such as, but not limited to, Site Studio, or any other content management system provided by you, by GarnetBlue or any other third-party provider.

Private Registration

You may decide to add a private registration service, for an additional fee, to your domain name. All personal information given during the domain registration process must, by ICANN regulations, be available for anybody to view on the web through the public WHOIS database. Private Registration protects your personal information by keeping this information out of the public WHOIS database. This service will assign alternate contact information that is displayed in your WHOIS listing.

The term and expiration date of the Private Registration are independent of the domain name registration term and expiration date. If Private Registration is added at the same time as a new domain name registration, the services will be linked together and share the same expiration date. If Private Registration is added to an existing domain name at any other time, the expiration dates will not be linked and be payable on separate invoices.

If you do not renew the Private Registration service by the expiration date, the Private Registration service may automatically be deleted from your domain name.

If a domain name is deleted for non-payment, the Private Registration will also be deleted. If a domain name is restored during the Redemption Grace period, the Private Registration service will have to be purchased again. The Redemption Grace Period is when the domain name has expired but has not yet been released for others to purchase it.

Please note that the Private Registration service may not be transferred when a domain name is transferred to or away from GarnetBlue. GarnetBlue does not give refunds, in whole or in part, for the Private Registration service for any reason and this service may be terminated at any time, for any reason, at GarnetBlue's sole discretion.

Email

You have the right to operate and maintain your own mail server for which you are solely responsible for. You are also responsible for making sure that the MX (mailer) records are correct.

GarnetBlue is not responsible for any lost or delayed email due to the renewal or transfer of a domain name or due to the inaccuracies of MX records. GarnetBlue is not responsible for any lost or delayed email if you are using GarnetBlue's email system. GarnetBlue does not allow the storing of mail on its servers, and it is your responsibility to make sure that an email program is configured correctly to download the mail. It is your responsibility to setup all mail accounts for the domain name or verify that the accounts are setup properly on GarnetBlue's server. You must notify GarnetBlue immediately of any corrections or changes.

DNS

You are responsible for ensuring that the DNS of the domain is accurate. DNS is the hostname or IP address of the server that the domain name will point to. GarnetBlue is not responsible for downtime due to incorrect DNS settings.

Fees

All domain registration, renewal and transfer fees must be prepaid by you prior to the domain registration, transfer, and/or renewal process. If you register, renew, or transfer a domain online at domains. GarnetBlue, you must pay by either credit or debit card. If you decide to pay for fees at GarnetBlue's place of business, you may pay for services by cash, money order, or credit/debit card. GarnetBlue does not give refunds in whole or in part for your domain registration, transfer, or renewal of domain name. This includes but is not limited to the transfer being suspended, if the domain is cancelled or if the domain is transferred away from GarnetBlue prior to the end of current registration/renewal term or if you do not want the domain name or for any other reason.

Domain Renewal

You understand that any, and all renewal fees for the domain name is your sole responsibility. GarnetBlue is not responsible for making sure that your information is correct, and that the domain name is renewed prior to its expiration.

You agree that GarnetBlue will not be held responsible for cancelled domain names that you fail to renew. It is your responsibility to make sure that all registration information is kept current, including, but not limited to, postal address, email address and contact telephone number. You will alert GarnetBlue of any changes through a signed fax on the company letterhead at 952-214-0208 or by sending an email to info@GarnetBlue.com In both cases, the subject line must say "ATTENTION Domain Maintenance".

If the domain name is not renewed in a timely manner, there may be a Redemption Grace Period available in which you may be able to pay a Redemption Fee to redeem the domain name. The Redemption Grace Period is when the domain name has expired but has not yet been released for others to purchase it. The current Redemption Fee is \$160.00 and is subject to change. The Redemption Fee does not cover the cost to renew the domain name. It only covers the cost to remove the domain name from Redemption.

GarnetBlue's right to modify fees charged to you

GarnetBlue LLC reserves the right to modify any fees, surcharges, and renewal fees or to institute new fees at any time, for any reason, at its sole discretion.

Default

In the event of your default of the domain registration, renewal, or transfer, you acknowledge that the domain name may change ownership to GarnetBlue. GarnetBlue reserves the right to make the domain available to other parties for purchase. GarnetBlue, at its discretion, may reinstate your domain name if you make suitable payment for any reinstatement fees imposed by GarnetBlue, if the domain is still available.

If the domain name expires and the Redemption Grace Period expires, the domain name is held by the registrar and enters a period where it may be auctioned off to the highest bidder. If the domain name is not purchased during the auction period or retained by any other party, the domain name may then be available to be purchased by the public.

Limitation of Liability

As a reseller of domain names, you understand that GarnetBlue LLC does not control all aspects of the domain registration/transfer/renewal process. For example, once you complete a domain application, GarnetBlue forwards the information contained in the application to an appropriate Domain Registrar for processing and the actual registration of the domain name. You understand that GarnetBlue is not responsible for any inaccuracies regarding the registration information given by you and that you are solely responsible for making sure that all information is correct. GarnetBlue is also not responsible for inaccuracies made by the Registrar or GarnetBlue. GarnetBlue will not give refunds due to spelling errors and/or typos but will attempt to work with you to resolve any inaccuracies.

No claims may be made against GarnetBlue due to your failure to provide current billing or contact information or your failure to pay any domain fees, renewal fees or redemption fees. If you violate this contract, you will be responsible to pay GarnetBlue any and all reasonable counsel fees and costs of suit to enforce this contract. For any claim, GarnetBlue is only liable under this contract for the dollar amount received from you to GarnetBlue for the services provided by GarnetBlue.

GarnetBlue makes no warranties of any kind, whether expressed or implied, for the setup of services. You are responsible for reviewing all material and making sure that it is accurate. GarnetBlue is not responsible if services do not work due to inaccuracies or omissions from third parties. GarnetBlue is not responsible for any lost data due to your failing to renew or pay any invoices in a timely manner.

There are no refunds, either partial or in full, for setup fees or any remaining balance for GarnetBlue service. You agree to pay all future invoices on or before the due date unless notice of cancellation, either written or faxed on company letterhead, is received by GarnetBlue. If notice of cancellation is not received, GarnetBlue will charge the credit card on file on the due date.

Registrant Information

You are responsible for keeping all of the following information up to date:

1. The Domain Registrant's name, postal address, phone and/or fax number and email address
2. The Administrative contact information, including the name, postal address, phone and/or fax and e-mail address
3. Billing contact information, including the name, postal address, phone and/or fax and e-mail address

If there is a change in any of the above information, it is your responsibility to notify GarnetBlue immediately by sending a signed fax on your company letterhead to 952-214-0208 or by the domain registrant sending an email to info@GarnetBlue.com

GarnetBlue will maintain additional information relating to a domain registration, which may include the following:

1. The original creation date of the domain registration
2. The submission date modifications, or terminations
3. Payments
4. The IP addresses of the primary nameserver and any secondary nameservers
5. The corresponding names of those nameservers
6. The customer/registrant's info and corresponding info

You agree and acknowledge that GarnetBlue will make the Registration Information and the Additional Registration Information available to ICANN and to other third parties such as, but not limited to Verisign, Inc. Global Names Registry Ltd., Neustar, Inc., Afilias USA, Inc., and/or Global Domains International (collectively, "Registry Administrators") as applicable laws may require or permit. Additionally, you understand that ICANN and the Registry Administrators may establish guidelines, limits and/or requirements that relate to the amount and type of information that GarnetBlue LLC may make available to the public or to private entities, and the manner in which this information is made available.

SIGNATURE: _____

**IT IS NOT REQUIREMENT TO SIGN THIS FORM FOR THE SUBSCRIBER TO BE BOUND BY THE
AFOREMENTIONED TERMS AND CONDITIONS.**