



Domain Name Expiration Notice

As a courtesy to domain name holders, we are sending you this notification of the domain name registration that is due to expire in the next few months. When you switch today to the Domain Registry of America, you can take advantage of our best savings. Your registration for [REDACTED] will expire on **August 14, 2004**. Act today!

Domain name: [REDACTED]
Reply Requested By: April 12, 2004

You must renew your domain name to retain exclusive rights to it on the Web, and now is the time to transfer and renew your name from your current Registrar to the Domain Registry of America. Failure to renew your domain name by the expiration date may result in a loss of your online identity making it difficult for your customers and friends to locate you on the Web.

Privatization of Domain Registrations and Renewals now allows the consumer the choice of Registrars when initially registering and also when renewing a domain name. Domain name holders are not obligated to renew their domain name with their current Registrar or with the Domain Registry of America. Review our prices and decide for yourself. You are under no obligation to pay the amounts stated below, unless you accept this offer. **This notice is not a bill**, it is rather an easy means of payment should you decide to switch your domain name registration to the Domain Registry of America.

Term	Your Existing Domain	Period Covered	Price
1 year	[REDACTED]	Aug 14, 2004 -- Aug 14, 2005	€ 27.00 (\$US 25.00)
2 year (Recommended)	[REDACTED]	Aug 14, 2004 -- Aug 14, 2006	€ 43.00 (\$US 40.00)
5 year (Best Value)	[REDACTED]	Aug 14, 2004 -- Aug 14, 2009	€ 90.00 (\$US 85.00)

The following names are currently available for you to register and secure, protecting your domain name from being duplicated.

Other Available Domains	Period Covered	Price
[REDACTED]	2 Years	€ 43.00 (\$US 40.00)
[REDACTED]	2 Years	€ 43.00 (\$US 40.00)

Registration of the above domain names includes DNS, URL and Email Forwarding to a website and mailbox you designate.

Transfer and renew your domain name online at www.droa.com 24 hours a day, 7 days a week or call our Customer Service Department at +1 905 479 2533 to transfer and renew your domain name today.

Please detach this stub and include it with your payment.

Check the appropriate boxes of the Domain names you would like to order.

See reverse for payment address:



Current Domain name

[REDACTED]

1 Year € 27.00 (\$US 25.00)

2 Year € 43.00 (\$US 40.00)

5 Year € 90.00 (\$US 85.00)

Total \$ _____

Available Domain names (optional)

[REDACTED]

2 Year € 43.00 (\$US 40.00)

[REDACTED]

2 Year € 43.00 (\$US 40.00)

THOMAS ROESSLER
NORDSTR. 99
BONN
53111
GERMANY

Please print your domain name on your check.
If paying by credit card, please enter your information below:

Card Number:

□□□□□□□□□□□□□□□□

Expiry: □□ / □□

Signature _____



You must provide a valid email address to complete your renewal

DOMAIN REGISTRY OF AMERICA IS NOT AFFILIATED WITH OR ENDORSED BY THE GOVERNMENT OF THE UNITED STATES.

DOMAIN REGISTRY OF AMERICA - REGISTRATION AGREEMENT

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of Domain Registry of America ("DRoA") domain name registration services to register an Internet domain name, your registration of that domain name, as well as other DRoA domain name related services. In this Agreement "you" and "your" refer to each customer and "we," "us" and "our" refer to DRoA. This Agreement explains our obligations to you, and explains your obligations to us for various DRoA services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional DRoA service(s) or to cancel your DRoA service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions. By using the service(s) provided by DRoA under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement. The accompanying dispute policy and any pertinent rules or policies that are or may be published by DRoA. This Agreement will become effective when accepted by DRoA. DRoA may elect to accept or reject your domain name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name.

1. Our Services:

DRoA is a registration service provider, which uses an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names (TLDs), currently .com, .net and .org. ICANN oversees registrations and other aspects of the TLDs. As a Registration Service Provider, DRoA is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations we register for TLDs are not effective until we have delivered the domain name registration information you provide to the registry administrator for the TLDs, as applicable, and the registry administrator puts into effect your domain name registration. Currently, the registry administrator for the .com, .net and .org TLDs is VeriSign. You agree and acknowledge that DRoA is not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to your application and receipt of, or failure to receive, a domain name registration. You further agree to indemnify, defend and hold harmless the registry administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

2. What We Do Not Do:

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name. You should be aware that there is the possibility we might be ordered by a court to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your domain name, we may turn to you to hold us harmless and to indemnify us.

3. Fees:

As consideration for the domain name registration services and/or other services provided by DRoA to you, you agree to pay DRoA, prior to the effectiveness of the desired domain name registration, the applicable service(s) fees for the initial registration of the domain name and, should you choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term. Your requested domain name will not be registered unless we receive actual payment of the registration fee, or reasonable assurance of payment of the registration fee from some other entity (such reasonable assurance as determined by DRoA in its sole discretion). As further consideration for the DRoA service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with the payments of the registration fee for your domain name registration, you agree and acknowledge that the domain name registration shall be transferred to DRoA as the paying entity for that registration to the registry. We will restate your domain name registration solely at our discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee, currently set at USD\$25. You will be notified via an email message or via your account information when renewal fees are due. Should these fees go unpaid within the time specified in a second notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by credit card or such other method as we may indicate in the registration application or renewal form. We will renew your name for you provided your credit card or other billing information is available and up to date, unless you instruct us otherwise within the time specified. If your billing information is not accurate and you wish to renew your domain name registration, we will contact you to update this information and charge you accordingly.

4. Disclaimer and Domain Name Dispute Policy:

If you request, reserve or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by DRoA's current Disclaimer published on our site ("Disclaimer") and our current Domain Name Dispute Policy ("Dispute Policy") which are incorporated herein and made a part of this Agreement by reference. The Disclaimer can be found at <http://www.droaamerica.com/disclaimer.asp>. Certain disputes, as specified in the Dispute Policy, are subject to that Policy. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold DRoA harmless pursuant to the terms and conditions contained in the Dispute Policy.

5. Transfer to another Registrar:

You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with DRoA. You agree to provide written, signed authorization to DRoA for the transfer of the domain name to another registrar and agree to pay any and all fees that may be charged by DRoA to effect the transfer. Your request to transfer to another registrar may be denied in situations described in the Dispute Policy, including, but not limited to: a dispute over the identity of the domain name holder, bankruptcy, and default in the payment of any fees.

6. Modifications to DRoA's Registration Agreement and Dispute Policy:

You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on DRoA's web site, or on notification to you by e-mail or Canadian mail. You agree to review DRoA's web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail at info@droaamerica.com or postal mail at the addresses listed on the cover page of this Agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the DRoA's services following notice of any revision to this Agreement or change in service(s), you agree to any such revisions or changes. You further agree that we, in our sole discretion, may modify our Dispute Policy at any time. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement and the Dispute Policy with the new modifications. You acknowledge that if you do not agree to any of such changes, you may request that your domain name registration be cancelled or transferred to a different domain name registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy.

7. Account Information and its Use:

Information you are required to provide: As part of the registration process, you are required to provide certain information such to update this information promptly as needed to keep it current, complete and accurate. The information you are obligated to provide in connection with the domain name you are registering is the following:

- The domain name being registered;
- Your (or the domain name holder's) name, postal address, e-mail address, voice telephone number, and where available, fax number; and
- The name, postal address, e-mail address, voice telephone number, and where available, fax number of the billing contact for the domain name; and
- Valid payment information

You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your registration may not be renewed. All other information which we may request from you at registration is voluntary. However, the information we request is necessary for us to obtain all products and services made available to domain name registrants by us, other than registration of the domain name.

b. Additional Information Maintained About Your Registration. In addition to the information you provide, we maintain records relating to your domain name registration. These records may include:

- The original creation date of the registration;
- The submission date and time of the registration application to us and by us to the proper registry;
- Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- Records of account for your domain name registration, including dates and amounts of all payments and refunds;
- The IP addresses of the primary nameserver and any secondary nameservers for the domain name;
- The corresponding names of those nameservers;
- The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;
- The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name;
- The expiration and renewal date of the registration;
- Information and copies in electronic or paper form regarding all other activity between you and us and third parties relating to your domain name registration and related services.

c. Your Obligations Relating to the Account Information. In the event that, in registering the domain name, you are providing information about or on behalf of a third party, you hereby represent that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. By registering a name or applying for services you also represent that the statements in its application are true and you also represent that the Domain Name is not being registered for any unlawful purpose. You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over ten (10) calendar days to inquiries by DRoA concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

d. Privacy Policy, Disclosure and Use of Registration Information. You agree and acknowledge that DRoA will make available domain name registration information you provide or that we otherwise maintain to ICANN, to the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that DRoA 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 our "whois" service) or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws.

Additionally, you acknowledge that ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that DRoA may or must make available to the public or to private entities, and the manner in which such information is made available. You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration and other information by DRoA. You may access your domain name registration information in our possession to review, modify or update such information, by accessing your account at our web site (<http://www.droaamerica.com>), or via a similar service. In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. You agree that any person in possession of your Account Identifier and Password will have the ability and your authorization to modify your account information. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password. DRoA will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

8. Ownership of Information and Data:

You agree and acknowledge that DRoA owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. DRoA does not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

9. Agents and Licenses:

You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy. You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including (but not limited to) payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

10. Announcements:

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

11. Limitation of Liability:

YOU AGREE THAT DRoA WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME, (2) USE OF YOUR DOMAIN NAME REGISTRATION, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME, (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD (6) DATA NON-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (7) EVENTS BEYOND DRoA'S CONTROL, (8) THE PROCESSING OF THIS APPLICATION, (9) LOSS OF LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD, OR (10) APPLICATION OF THE DISPUTE POLICY. DRoA ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF DRoA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DRoA'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS (\$400.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

12. Indemnity:

You agree to release, indemnify, and hold DRoA, its contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the DRoA services provided hereunder or your use of the DRoA services, including without limitation infringement by you, or someone else using any DRoA service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any DRoA operating rule or policy relating to the service(s) provided. When DRoA is threatened with suit by a third party, DRoA may seek written assurances from you concerning your promise to indemnify DRoA; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

For further details on our terms and conditions, please visit our website at <http://www.droa.com>

Domain Registry of America
56 Gloucester Rd., Suite 526
London, England
SW7 4UB