

## User Agreement

THE FOLLOWING TERMS AND CONDITIONS PERTAIN TO DOMAIN NAME SALES ON BLUEDOLPHINDOMAINS.COM.

BY USING THE SERVICE OF BLUEDOLPHINWEBHOSTING.COM, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS USER AGREEMENT. IF YOU DO NOT AGREE TO ACCEPT THIS USER AGREEMENT, YOU MAY NOT ACCESS OR OTHERWISE USE THE SERVICES OR SITE.

### Section 1: PARTIES AND DEFINITIONS

1. Cloud Media Group LLC ("CMG") is the company that operates the website, BlueDolphinDomains.com, for the purpose of selling the right to transfer previously registered domains on its own behalf and for other persons or organizations that want to sell domain names. BlueDolphinDomains.com ("BDD") is the internet marketplace from which CMG sells previously registered domain names and is the name you will encounter most often in communications, on our web site, and in direct dealings with our employees. CMG operates another website, BlueDolphinWebhosting.com (BDW), to sell new domains and web hosting, email, security certificates and other services associated with web hosting. Invoices and some other correspondence may be sent in the name of CMG or BDD. CMG operates other websites that are not connected to the services provided by BDD or BDW except for advertising links. We have both BDD and BDW simply because BDD's principle business is selling previously registered domain names and BDW's principle business is selling new domain names and web hosting services. Except where we have specified otherwise, your dealings with BlueDolphinDomains.com and BlueDolphinWebhosting.com will be governed by the terms and conditions that are found on each website. These Terms and Conditions are found on the BlueDolphinDomains.com website and are applicable to BlueDolphinDomains.com.

2. The terms "you" and "your," unless specifically indicated otherwise, refers to a Seller or someone attempting purchase property listed on [www.bluedolphindomains.com](http://www.bluedolphindomains.com) (a "Buyer"). Sellers and Buyers, along with any other person who uses or attempt to use the website, [www.bluedolphindomains.com](http://www.bluedolphindomains.com), are users ("Users"). The terms "we," "us," "our," "BDD," "BDW," and "Company" refer to CMB. References to the singular include the plural and vice versa. References to the masculine include the feminine and vice versa.

3. The term "sell" or "selling" domain names refers to transferring ownership of a previously registered domain by transferring it from the Seller's webhosting account to the Buyer's webhosting account. The transfer is executed by the Buyer with a domain transfer authorization code provided by the Seller.

4. The terms and conditions of this User Agreement comprise the entire agreement between you and CMG relating to the BlueDolphinDomains.com and the purchase of previously registered domain names offered and sold by BDD (the "Agreement"). BDD is not the same as website as BlueDolphinWebhosting.com (BDW). BDW has a different set of Terms and Conditions that are displayed on it's website that are appropriate for it's business and those Terms and Conditions supercede these in the case of a conflict. BDW has another set of terms and conditions because BDW makes sales through another company.

## **Section 2: ELIGIBILITY**

1. By registering for an account on this web site, you agree to be bound by the terms and conditions of the User Agreement. In order to purchase a previously registered domain name on BDD, you must:

1. Be at least 18 years of age and able to form a legally binding contract;
2. Pay in advance for the domain name using the Paypal link and your Paypal account;
3. Agree to transfer the domain name from BDD within the required thirty (30) day time frame;
4. Be a real person or business entity, with a verifiable address, telephone number and email address;
5. Agree to deal with us in good faith, and not attempt to defraud, cheat or wrong us and,
6. Agree to abide by any existing security regulations and all ICAHN regulations.

2. Before selling property or placing a bid on property offered on [www.BlueDolphinDomains.com](http://www.BlueDolphinDomains.com), you must establish an account with us. Establishing an account is free, but requires you to submit personal information, which we will verify, before allowing you to list property for sale or place bids. All account information is secured via SSL 128-bit encryption. We do not share personal information provided by you with third parties, except under very limited circumstances.

3. We require you to provide us with an accurate mailing address, telephone number, email address, so that we can communicate with you regarding your account, purchases and payments.

4. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms and Conditions. A limit of one registration per business or individual will be enforced on our web site. Duplicate registrations will be deactivated from use.

5. We reserve the right to accept or reject any listings or purchases.

## **Section 3: SELLER OBLIGATIONS**

Users who use BDD's website to sell domain names agree that:

1. Sellers will submit previously registered domain names to be listed on our website to the BDD account representative. The BDD account representative will post all the relevant information regarding the domain name that will be necessary to sell (e.g. domain name, price), promote and facilitate the transaction. Prior to any sales activation, the Seller must submit a signed Domain Name Sales Agreement ("DNSA") to CMG.

2. Listing Information. Sellers are solely responsible for the accuracy of all the information describing the domain name listed for sale.

3. Lawful Owner. Sellers, who provide information to BDD regarding property for sale on BDD's website, represent and warrant that they are the lawful owners of the

listed domain names. Seller MUST agree to forward by email a domain transfer authorization code within 1-2 business days of purchase by a Buyer. Failure to submit a domain name transfer code within 1-2 business days will result in the assessment of fees and damages payable by the Seller.

4. Offer to Sell. Upon posting an asset for sale, Seller represents, warrants and agrees that it is irrevocably offering to sell the listed domain names to any Buyer who makes a purchase. Seller represents, warrants and covenants that (1) it has good and marketable legal title to the offered assets, free and clear of any lien, security interest, leasehold interest, co-ownership interest, or any other type of encumbrance or interest of any other person or entity, (2) it has authority to list the offered domain name(s) for sale and to sell the offered domain names. Failure of a Seller to complete the sale of an asset to a qualified Buyer because of non-delivery of a domain transfer authorization code could result in damages payable to BDD. Such damage shall become immediately due and payable by the Seller to BDD.

5. Exclusivity. During the period that the Seller has listed domain name(s) for sale with BDD, the Seller has granted BDD an exclusive right to sell the specified domain names listed in the DNSA. All potential purchasers discovering the property by whatever means during the period of the ASA will result in a commission paid to CMG if said Buyer consummates sale. Seller agrees that any sale of the specified domain names during the agreed listing period will cause a commission to be earned by CMG.

6. Transaction Fee. Upon the closing of a transaction, Sellers agree to pay CMG a transaction fee for the marketing of their domain name. The amount of this fee will be agreed by the Seller in the DNSA prior to listing the merchandise with BDD.

7. Payment of Fees. BDD will collect the transaction fee by deducting the amount of the fee from the Buyer's payment. The amount received from PayPal less the transaction fee shall be the amount due to Seller and will be distributed to Seller.

8. Escrow of Payment. Seller acknowledges that BDD will hold in escrow Buyers payment received from PayPal until Seller sends the appropriate domain transfer authorization code to BDD. BDD will not send the money due to Seller for the sale of a domain name until Seller has sent the appropriate domain transfer code to BDD.

9. Best Efforts. Sellers acknowledge that despite BDD's best efforts, the domain names may not sell within the term of the DNSA.

#### **Section 4: BUYER OBLIGATIONS**

1. Users who use the Site to purchase listed domain names ("Buyer" or "Buyers") represent, warrant and agree that upon the completion of the Paypal purchasing process, the Buyer may not retract, amend or modify their purchase. There are no refunds for any reason whatsoever after the purchase of previously listed domain name.

2. Buyer understands and acknowledges that BDD is selling the transfer authorization code and the right to transfer the domain name. It is Buyer's obligation to take ownership and control of the domain name by completing the transfer of the domain name to a web hosting account controlled by the Buyer.

## **Section 5: FORM OF PAYMENT**

1. BUYERS: The only Acceptable form of payment for Buyers is using PayPal.
2. SELLERS: The only Acceptable form of payment for Sellers is for CMG to claim the fee due to CMG from the PayPal proceeds and distribute the net amount after the BDD fee to the Seller.

## **Section 6: TRANSFER OF TITLE:**

1. The Buyer understands that it is the Buyer's responsibility to complete the transfer of the domain name. Once the Buyer's receives the domain transfer authorization code, the Buyer has thirty (30) days to complete the transfer.
2. The Buyer must complete the transfer of the domain name within the thirty (30) day period or the Buyer's ownership and any and all rights to the domain name are irrevocably terminated.
3. You are solely responsible for obtaining the necessary web hosting accounts allowing you to move a domain name from it's current registrar (the losing registrar) to the new registrar (the winning registrar). If a Buyer wants to purchase a web hosting package and needs assistance, the Buyer can find information on the BlueDolphinWebhosting.com website.
4. You agree to defend, indemnify and hold us harmless for your failure to comply with the provisions of this section.

## **Section 7: WITHDRAWAL OF DOMAIN NAMES**

1. Users understand and agree that CMG reserves the right to withdraw any and all domain names offered for sale up to the time the domain name(s) are transferred. This includes after Buyer purchases a domain name. Buyers should transfer domain names as soon as possible after receiving the transfer authorization code. If this occurs, our liability is limited to return of the purchase price paid for the domain name(s).
2. We have no liability for specific performance, incidental or consequential damages.
3. You understand and agree that CMG reserves the right to withdraw any and all domain names offered for sale up to the time the domain name(s) are transferred. This includes after Buyer purchases a domain name. Buyers should transfer domain names as soon as possible after receiving the transfer authorization code. If this occurs, our liability is limited to return of the purchase price paid for the domain name(s).

## **Section 8: INDEMINIFICATION**

1. You agree to defend, indemnify and hold us harmless from and against any and all damages, costs, claims or liability (including reasonable attorneys' fees) for any damages whatsoever.

## **Section 9: CONSEQUENTIAL DAMAGES**

1. Neither party will be liable to the other party for restitution, incidental, consequential, special damages or specific performance.

#### **Section 10: MAXIMUM LIABILITY**

1. You agree that the maximum liability for BDD for any reason whatsoever in the event that BDD is unable to deliver the transfer authorization codes for the domain name(s) that you purchased, that the sole remedy available to you will be the reimbursement of monies paid to BDD for the domain names.

#### **Section 11: OTHER**

1. You agree that any dispute between the parties must be resolved under Texas law and in a court located in Harris County, Texas. You expressly agree to the exclusive jurisdiction of those courts to resolve any dispute, and you expressly agree not to contest that jurisdiction or venue. You also agree to accept service of process from such courts by certified or registered mail.

2. All claims must be submitted to us in writing and must include the sales number & domain name, the Buyer's name along with a description of the basis for the claim. Claims must be submitted by the Buyer or their agent BDD within 10 days of the date of the alleged impropriety. Disputes may be submitted via email to [info@bluedolphindomains.com](mailto:info@bluedolphindomains.com) or mailed to Cloud Media Group LLC, P.O. Box 590707, Houston, Texas 77259-0707.

3. If any provision of these terms and conditions is deemed illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining terms will not be affected.

4. Our failure to enforce any provision of these terms and conditions may not be construed or interpreted as a waiver of any of them. Any waiver of any term or condition must be in writing, signed by our authorized representative, and will be effective only for the instance specified in the writing.

5. NOTIFICATIONS: We may transmit notices by e-mail, fax or phone to the email address, fax and phone numbers provided by you during registration. We may also provide notice in written form delivered through the US mail or certified mail to the address provided by you. We are not responsible for your errors in conveying your contact information.

6. FINAL EXPRESSION: This Agreement is intended by the parties as a final expression of their contract and as a complete and exclusive statement of the Terms and Conditions of sale. No course of prior dealings between the parties and no usage of the trade may supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement may not be used to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

7. HEADERS: The headings used in these Terms and Conditions are for convenience only and shall not be considered in interpreting the provisions hereof.

8. TECHNICAL PROBLEMS: We do not guarantee or promise that our system for placing, receiving, collecting and tabulating purchases will be available without interruption, error-free or free from other defects. We do not guarantee or promise that our system for searching for property will be available without interruption, error-free or free from other defects. We have no obligation to ensure that a prospective Buyer's bid is received, properly and effectively processed or accepted. WE ARE NOT LIABLE TO ANY PROSPECTIVE BUYER ON ANY CLAIM OR ALLEGATION THAT THE PROSPECTIVE BUYER'S PURCHASE WAS NOT RECEIVED, PROPERLY AND EFFECTIVELY PROCESSED OR ACCEPTED DUE TO TECHNICAL ERRORS OR PROBLEMS WITH THE INTERNET SYSTEM OF THIS WEBSITE. If any questions arise regarding sales of domain names then our record of the sale will in all cases be deemed to be final.

**I UNDERSTAND THAT BY PURCHASING A DOMAIN NAME THROUGH THE BLUEDOLPHINDOMAINS.COM WEBSITE THAT I AM BOUND AND I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

Cloud Media Group LLC  
P.O. Box 590707  
Houston, Texas, 77259-0707 USA  
E-mail: [info@bluedolphindomains.com](mailto:info@bluedolphindomains.com)  
Website: [www.bluedolphindomains.com](http://www.bluedolphindomains.com)

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