

Domain Marketplace Agreement

Introduction

This Domabay Domain Marketplace Agreement (this “Agreement”) is entered into by and between Domabay.com, (“Domabay”) and you, and is made effective upon the date of your electronic acceptance. This Agreement sets forth the terms and conditions of your use of Domabay’s Domain Marketplace Service (“Marketplace Service” or the “Services”). Your acceptance of this Agreement indicates that you have read, understand and agree to the terms of this Agreement, along with [Domabay’s User Agreement](#), which is hereby incorporated by reference. Any capitalized terms not defined within this Domain Marketplace Agreement shall have the meaning as described in the Domabay User Agreement.

Domabay may, in its sole discretion, change or modify this Agreement at any time after a reasonable notification period, usually no less than two weeks, and, unless Domabay receives your written objection to the modified terms of the Agreement within the notification period, such changes shall be effective upon posting to the Domabay website (“Site”). You acknowledge and agree that (i) Domabay may notify you of such changes or modifications by posting them to the Site and (ii) your use of the Site or the Services found at the Site after the Effective Date date at the top of this page, shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) the Site or the Services found at the Site.

Description of Domain Marketplace Service

Domabay and the Site serve as a trading and auction platform to allow Users to offer to sell and buy the registration right to, or exclusive right to register, Internet domain names, with or without associated website content as indicated (collectively, "Domains"). The purchase and sale agreement for any Domain is by and between the Buyer and Seller parties only. BEFORE ENTERING INTO A BINDING AGREEMENT TO PURCHASE A DOMAIN AND/OR ACCESSING DOMABAY'S SITE AND SERVICES, YOU MUST PERFORM, AND ARE RESPONSIBLE FOR, ALL RESEARCH NECESSARY TO ENSURE THAT YOU ARE AWARE OF ANY FACTORS AFFECTING YOUR REGISTRATION AND USE OF THE DOMAIN OR USE OF THE DOMAIN WITH DOMABAY'S SITE AND

SERVICES, INCLUDING, BUT NOT LIMITED TO, THE APPLICABLE ANNUAL REGISTRATION FEES, CHARGED BY AN ACCREDITED REGISTRAR, REQUIRED TO MAINTAIN YOUR REGISTRATION AND USE OF THE DOMAIN, THAT YOUR PROSPECTIVE USE OF THE DOMAIN WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTIES, AND THAT YOU HAVE ALL THE INFORMATION NECESSARY TO MAKE AN INFORMED PURCHASING DECISION.

Fees and Related Costs

Domabay does not charge to make a listing , there is no fee to the Buyer or Seller.

Domain Marketplace Terms of Use

As provided in this Agreement and in applicable posted policies, Domabay offers its registered Users a domain trading platform ("Domain Marketplace") whereby Domain owners ("Sellers") may list, market, auction, and sell Domains to buyers, and whereby domain buyers ("Buyers") on the Site and promotional partner network may search, bid, and purchase domains from their owners.

Users wishing to list their Domain for sale start by choosing the listing type as described below in Section 4.2. Users seeking to buy Domains may enter search terms on the Site to query the Domain Marketplace for relevant Domain listings and then either submit a bid with an offer to buy or accept the Seller's stated price. These bids and the responses of the Sellers and Buyers will be forwarded to the other party free of charge via the email addresses provided as part of User registration. Domabay cannot guarantee that any particular bid or response will be transmitted to, and/or received by, the intended recipient. Domabay acts here neither as a Buyer nor Seller, neither as a lessee nor lessor, nor as the representative of any of the above-mentioned parties and assumes no responsibility for the contents of a Seller's Domain listing or a Buyer's offer for a Domain.

Not all domain extensions are alike, and certain top-level domains ("TLDs") carry abnormal registration policies, restrictions, prices and other associated fees. Buyer and Seller are responsible for conducting all research necessary to make themselves familiar with the rules,

regulations and fees of the associated registrar for the contemplated Domain prior to entering an agreement to purchase or sell a Domain. Buyer and Seller agree that Domabay shall not be held responsible or liable in any way for any registration policies, prices or fees associated with a Domain and that either party's lack of awareness of such shall not be grounds to invalidate a purchase and sale agreement.

In the event that a Seller and Buyer negotiate an agreement for the purchase and sale of a Domain via the Domain Marketplace, the Buyer and Seller agree that the terms of the purchase and sale will follow the standard online purchase and sale agreement supplied by Domabay and [available for review here](#). In addition, Buyer and Seller agree to use [Domabay's Domain Transfer Service](#), which is provided free of charge for all sales completed on the Domain Marketplace, to manage the steps necessary to close the transaction in accordance with the terms of the respective purchase and sale agreement.

Domain Marketplace Rules and Requirements

At all times Buyers and Sellers remain bound by the terms and conditions of this Domain Marketplace Agreement and those policies related to listing, negotiating, buying and selling Domains on the Domabay Domain Marketplace where posted on the Site or found in the [Policies](#) section of the Site. Each Domabay User is limited in the number of Domain negotiations ("Open Bid Threads") in which they may participate simultaneously, depending on their User Account certification status. Domabay makes no representations or warranties regarding the features of Domains listed on the Domain Marketplace. This shall apply particularly, but not exclusively, to visitor statistics, traffic statistics, and the precise alphanumeric composition of a Domain.

Legal Relationship as between Domabay, Buyer and Seller

Domabay is neither owner of the Domains listed in the Domain Marketplace, nor does it have any influence or control on the business conducted among Users of the Domain Marketplace. The responsibility for the content of Domain listings, including the accuracy of any statistics, whether measured and displayed by Domabay or otherwise, lies exclusively with the respective Sellers. Domabay shall not be liable for legal transactions or other acts of Domain Marketplace Users. This also applies to any violations of rights of a third party through the use of Domabay's Services, including, but not limited to, the listing of a Domain in the Domain Marketplace that infringes intellectual property rights, rights of the use of a name, and trademark rights. Buyer and Seller agree that Domabay shall not be held responsible for the failure of either party to a purchase and sale agreement to complete their obligations under such an agreement, and that

Domabay, as the neutral facilitator of the Domain Marketplace and associated Services, shall not be subject to any claims arising from the attempted purchase and sale of Domains.

Binding Offers

If, during the course of an Open Bid Thread a User makes an offer, which if accepted would result in a binding purchase and sale agreement, or at any time a prospective Buyer makes an offer for a Buy Now listing below the Seller's stated price, then he/she is bound to this offer for 168 hours, which corresponds to seven days from the time when the offer was rendered, unless, when available as an option, a prospective Buyer has chosen a different duration of time at the time of submitting their offer, of which the Seller will be notified. ("Offer Period"). Likewise, if, during the course of an Auction, a User makes an offer, which if accepted would result in a binding purchase and sale agreement, above the original bid or Reserve Price then he/she is bound to this offer for the length of the Auction Period.

Due to the binding nature of offers to purchase or sell Domains, Users should review the Domain listing carefully and perform all necessary research on suitability for intended uses to avoid any misunderstanding before submitting a binding offer. Once an offer is submitted a User is responsible for all resulting obligations to purchase or sell a Domain once a binding offer has been accepted. The Buyer's offer shall lapse if the other User rejects the offer, accepts another User's offer, submits a counter-offer, or the binding time period is allowed to lapse. A belated acceptance of the offer or a counter-offer shall be considered to be a new offer.

Taxes, Currency, & Purchase Price Conversion

All prices quoted between Users during the negotiation or auction process or used by Seller in Buy Now listings or Minimum Offer preferences are understood to be end prices including any applicable taxes. During the bidding process, Users have the opportunity to select the currency for offers or counter-offers for Domains. As soon as both parties have used the same currency for the offer and the counter-offer within an Open Bid Thread, this currency shall become the controlling currency until the conclusion of the negotiating process.

The purchase price for the Domain shall be a price in the currency upon which agreement has been reached through the timely acceptance of an offer. This purchase price in the agreed-upon currency shall form the basis for the execution of the purchase and sale agreement between the Buyer and the Seller as well as formulating any fees owed Domabay. If the agreed-

upon currency is not identical with the currency originally selected by the User or with the default currency preference as indicated by or assigned to the User in his/her User Account, then a conversion of the purchase price into the default currency shall automatically occur at the moment the parties reach agreement. The exchange rate used by Domabay for this conversion shall be determined in accordance with the exchange rate of the European Central Bank which was valid at the point in time agreement was reached, rounded to five (5) places behind the decimal point. The result of any conversion in accordance with this section, including the calculation of any fees owed to Domabay, shall be commercially rounded, dependent upon the currency assigned to the User, to full US dollars (USD) or full Euros (EUR) or full British pounds (GBP). The result of commercial rounding shall be the purchase price of the User in the currency selected by the User or assigned to the User.

Domabay's Right to Cancel Open Bid Thread or Auction

Domabay reserves the right at Domabay's sole discretion to cancel an Open Bid Thread or Auction at any time, before or after the start of the Offer Period or Auction Period, including, but not limited to, violations of the terms of this Agreement, if the offered Domain risks infringing the intellectual property rights or other rights of a third party. If the Open Bid Thread or Auction Period is cancelled, any binding or contractual relationship between the Seller and the highest bidder and/or the person who made the last offer shall be nullified.

Rejected and/or Blocked Domain Listings

Domabay reserves the right, at any time and at its sole discretion, to reject the listing of any Domain on our Domain Marketplace or to remove and blacklist Domain listings which have already been entered, without prior warning, without giving any reasons and at any time, especially in the case of User's violation of this Agreement, or suspected violation of third party rights concerning a Domain, or suspected violation of applicable laws.

Domabay's Right to Eliminate Offers Deleting Bids Made in Error

Domabay reserves the right to delete individual bids during an Open Bid Thread or Auction Period if it believes that such bids were placed clearly erroneously, by mistake, or were determined not to be a bona fide firm offer. Mistake on the part of the User must be reasonably obvious. The User must communicate the mistake to Domabay, in writing and within a reasonable amount of time. Users may not claim mistake with the purpose of interfering with or circumventing the completion of a transaction. Domabay may suspend the

User's account at any time if the User is found to have falsely claimed mistake during an Open Bid Thread or Auction Period. In the case of bids cancelled during an Auction Period, should Domabay invalidate a current high bid, the next highest bid shall take the place of the active high bid with all due obligations should such bid remain the high bid at the close of the Auction Period.

. Deleting Bids Made Fraudulently/Offer Verification

Domabay reserves the right to delete individual bids during an Open Bid Thread or Auction Period if it believes that such bids were fraudulent, fake, "shill" bids or were determined not to be a bona fide firm offer. Domabay reserves the right to contact you to verify your identity, the validity of the bid, as well as request documents to support the validity of your bids. If Domabay is not able to verify the information in a reasonable amount of time, please be advised that Domabay has the right to delete the bid without objection. Domabay may suspend the User's account at any time if the User is found to have placed a fraudulent bid during an Open Bid Thread or Auction Period. In the case of bids cancelled during an Auction Period, should Domabay invalidate a current high bid, the next highest bid shall take the place of the active high bid with all due obligations should such bid remain the high bid at the close of the Auction Period.

Availability

Domabay in no way guarantees, represents, or warrants that the Site and/or specific web page on which bids can be placed ("Bidding Page") during an Open Bid Thread or Auction Period will always be accessible. If a Bidding Page is not accessible, the Seller may not, in the future, refer to a potentially higher bid during this time period as justification for not following through with a sale. Furthermore, a potential bidder may not argue, for the same purposes, that he would have been the highest bidder for a Domain if the Site and/or Bidding Page had been available.

With regards to all Domabay Auctions, including Managed Auction Events, such as broker-assisted auctions, promotional auctions, or auctions held at affiliate websites like GreatDomains.com, in the case of technical issues which may occur within Domabay's servers, networks, or other mechanisms, Domabay may, to the extent they are within Domabay's control, take actions reasonably necessary to remedy such issues as they occur. Such actions include, but are not limited to, extending the Auction Period, rescheduling or cancelling such Auctions.

Contacting Prospective Buyers and/or Sellers

Notwithstanding the terms of Domabay's Privacy Policy, Domabay reserves the right to contact prospective Buyers and Sellers to help both Users reach a mutually agreeable conclusion to their negotiation. Likewise, in the event a User lists, views or makes an offer for a Domain where another User has hired Domabay's Domain Brokerage Service to represent them in negotiations to either sell or acquire the respective Domain, the unrepresented User agrees that Domabay may utilize their Account information to contact them on the represented User's behalf.

Domain Listing Options

Sellers have 2 listing options when offering Domains for sale on the Domain Marketplace: Buy Now, Make Offer.. Sellers may delete their Domain listings from the Domain Marketplace at any time without cost unless their Domain is subject to an Open Bid Thread or Auction, has been sold and is pending payment and/or transfer, and/or is subject to a brokerage agreement.

Buy Now and Make Offer Listings

Sellers may submit a 'Buy Now' Domain listing by submitting or updating their Domain listing in their Account to include a fixed price that serves as an open-ended offer to Buyers on the Domain Marketplace to sell the Domain at the indicated price without negotiation. This offer to sell the Domain at the indicated price shall remain binding until Seller updates the respective Domain listing in their Domabay Account with a different fixed price offer, or an alternative listing type, and this update has been reflected on the Domain Marketplace. Seller's Domain prices indicated in Buy Now listings are considered to be the end price for the Buyer, including any applicable taxes. When available, Buyers on the Domain Marketplace may still submit an offer to the Seller below the binding Buy Now price indicated by Seller, which Seller can either ignore, accept or respond to by adjusting their Buy Now price expectations.

If a Seller does not state a fixed sales price when listing a Domain in their Account for sale, the Domain listing will default to a 'Make Offer' listing and will serve as an invitation for other Users to submit an offer and negotiate for the purchase and sale of the Domain that is the subject of the Domain listing.

Sellers may submit a 'Minimum Offer' preference for their Domain listing by submitting or updating the Domain listing in their Account to include a minimum price at which Seller is

willing to consider offers. A Minimum Offer indication on your Domain listing serves as an invitation for other Users to submit an offer in excess of the stated amount to negotiate for the purchase and sale of the Domain that is the subject of the Domain listing.

Please note, Buy Now and Make Offer Domain listings are automatically promoted on the Domabay Site and the websites of Domabay's promotional partners based on the listing preferences of Domabay's partners, which are subject to change from time to time without prior notice.

Buyer and Seller Terms Applicable to all Listing Types

The following Buyer and Seller duties and obligations apply to your use of Domabay's Domain Marketplace

(a) Buyer and Seller agree to create and maintain a User Account and to fill out the registration form completely and accurately. The Domain Seller must be the verified owner of the registration, or exclusive right to register, the Domain name listed for sale. Unless the domain owner has a privacy shield for WHOIS database purposes, information provided within the Domabay User's account must correspond to the information contained in the WHOIS database provided that Users may be asked, at Domabay's discretion, to provide sufficient proof of their right to list a respective Domain for sale on the Domain Marketplace.

(b) Should the registration of a Domain that is the subject of a purchase and sale transaction be in risk of expiring with its relevant registrar, or if the expiration date lies within the next sixty (60) days from the date when an agreement is made for the purchase and sale of the Domain, Seller agrees to renew the Domain's annual registration and is solely responsible for any costs or fees associated with such renewal. Buyer and Seller are each respectively responsible for any related fees charged by his/her registrar and/or service provider.

(c) Domains are the result of, and are subject to, all of the conditions, limitations, and restrictions contained in Domain registration agreements between the Seller and their third-party Domain registrar or reseller. As such, the transferability of Domain registration may be limited, prohibited, or otherwise subject to conditions imposed by the Domain registrar or service provider. Nothing in this Agreement or on the Site shall be construed to imply that the Seller possesses any rights to a Domain beyond those specified in the Seller's agreement with the relevant Domain registrar or reseller. When referencing a Domain as the object of a

purchase and sale transaction within these terms, Domain shall refer to any rights the Seller may possess with regard to the registration of a particular Domain under its Domain registration agreement with a Domain registrar at the time of agreement. Any content or material associated with a developed website that is the object of a purchase and sale agreement must be materially described in the Seller's listing or negotiation history to be subject to the relevant purchase and sale agreement.

(d) As a Seller of a Domain listed on the Domain Marketplace and/or Auction, you represent and warrant that: (i) you have registered, or have the exclusive right to register, the Domain with an appropriate Domain registrar or other registration authority; (ii) your registration rights to the Domain are current and not subject to deletion, cancellation, rescission, or deactivation by any applicable Domain registrar or other registration authority; (iii) you have not taken any action that would impair your ability or right to transfer the Domain registration right and no such action has been taken against you; (iv) the Domain has not been used in such a manner as to infringe the rights of any third party, including, but not limited to, trademark, naming or publicity rights; (v) the Domain is not the subject of any legal disputes or proceedings challenging your right to register or use the Domain; (vi) you will accurately describe the subject listing; (vii) you own and have the right to sell the content, if applicable, that you have included in your listing as part of your Domain; and (viii) if your offer to sell and transfer the Domain is accepted, you will complete the transaction with a ready, willing, and able Buyer. You will not, under any circumstances, list or transfer the rights to any Domain that you do not have sufficient rights to transfer, or that is illegal to transfer under applicable law.

(e) The Seller agrees not to list any Domains that violate any of Domabay's posted acceptable use policies and accepts that Domabay may refuse to list, or remove the listing for, any Domain that, in Domabay's sole discretion is deemed inappropriate for the Services. This may include, but is not limited to, Domains which may potentially infringe or violate the proprietary rights of any third person or any other Domain, or which, in Domabay's sole discretion, is inflammatory, offensive, or inappropriate and inconsistent with Domabay's general policies or acceptable use terms.

(f) The Seller of a Domain agrees not to enter a bid for his/her own offer and not to instruct other persons to do so. In addition, any user manipulation of Domain listing statistics is prohibited, including, but not limited to, manipulating or otherwise falsely inflating traffic

statistics represented to Buyer during the course of negotiation or which are measured and displayed by Domabay.

(g) You will not yourself, nor will you allow or enable another, to directly or indirectly interfere or attempt to interfere with the operations of the Site or the Services.

(h) You understand and agree that Domabay's comment system cannot be used to communicate with the Buyer and/or Seller with the purpose of circumventing Domabay's user agreement and/or to alter/augment sales of domains, avoid commission, or alter the terms of the purchase and sale, besides the inclusion of website content, which shall not be included in Domabay's Domain Transfer Service and must be transferred between Seller and Buyer directly. Misuse of the comment system to communicate contact information such as phone numbers, email addresses, or any other means of communicating outside of the Domain Marketplace comment system is strictly forbidden and a material breach of this Agreement.

(i) The Seller agrees to keep any data they have added to the Domain Marketplace up-to-date. If a Domain has been sold or if Seller no longer retains registration rights to the Domain, he/she is to immediately remove the respective Domain from their User Account. Furthermore, the Seller agrees to remove a Domain from the Domain Marketplace and/or Auction immediately if a warning has been issued, or as soon as any notice or knowledge has been received that the rights of a third party or applicable laws could be violated by the listing. This shall apply until legal clarification of the situation has been made.

Rules for Domain Sellers

Following our rules for sellers helps Domabay ensure secure and painless transactions for domain sales. Domabay's rules for sellers apply to domains sold through the Domabay marketplace or with the assistance of Domabay's domain brokerage services.

The following practices are not permitted by Domabay

Non-selling seller

If your offer to transfer the Domain is accepted, you must complete the transaction with a ready, willing, and able buyer. Accepting an offer constitutes a legally binding agreement and should be given serious

consideration. Once an offer has been accepted the buyer has a legal right they can seek to have enforced in a court of law. Sellers who refuse to complete an accepted transaction risk having their Domabay accounts cancelled.

Listing offensive domains

As a domain marketplace, Domabay does not engage in selective censorship of which domains people wish to buy and trade. However, Domabay is also a responsible global citizen and we have created a set of guidelines to determine whether the offensive nature of specific terms will be allowed placement in our Domain Database. Domabay reserves the right not to list domains that violate our [Offensive Domain Policy](#).

Listing trademark protected domains

When you list a domain for sale in Domabay's domain database you are representing that you are the legal owner of the domain and that the domain is free of any legal proceedings challenging your right to use the domain. This includes domains which infringe upon the rights of international trademark owners. Before listing a domain for sale in the domain database, it is your responsibility to perform the necessary research to ensure that your domain does not infringe the intellectual property rights of a third party. Often, sellers only become aware of potential trademark issues after listing their domains for sale in the domain database. When this occurs, sellers must remove such domains until legal clarification has been made. Domabay reserves the right to remove domains from our domain database which, in Domabay's sole discretion, may infringe or violate the proprietary rights of any third party.

Submitting Offers for Your Own Domains

Self-bidding undermines trust in the Domabay marketplace and is strictly prohibited. Self-bidding is the deliberate act of placing bids on your domains, the domains of your family or friends, or any offer otherwise submitted without the intent to follow-through should your bid be accepted, to artificially raise the price of a domain and is not allowed. To avoid the appearance of being involved in this activity, family members, friends, and individuals living together, working together, or sharing a computer should not bid on each others' items.

Failure to keep Account up-to-date

Domabay's domain database works best when users keep their information up-to-date. When listing a domain for sale, sellers agree to keep any data which they have added to the domain database up-to-date. If a domain has been sold, the seller must remove it from the database. Furthermore, sellers must remove domains from the domain database immediately if a warning has been issued, or as soon as any knowledge has been received that the rights of a third party or existing laws could be violated by the listing. This shall apply until legal clarification of the situation has been made.

Reporting a Violation of Domabay's Rules for Sellers

If a domain seller has failed to follow any of the rules above, has refused to complete a sale and payment has not been sent or payment has been refunded you may report the seller to Domabay by submitting an email through our contact page. While it is your right to seek judicial enforcement of your sales agreement,

Domabay may choose to issue a formal warning, a temporary suspension of the seller's account, or canceling their account. When filing a complaint against a seller it is important to include any documentation of the seller's refusal to complete the sale with the full message text and complete email headers. Our Privacy Policy prevents Domabay from discussing the result of an investigation.

Rules for Domain Buyers

It is Domabay's goal to provide buyers and sellers with a marketplace with secure and painless transactions for domain purchases. This goal can be achieved best when buyers and sellers follow our standard rules which apply to domains purchased or sold through the Domabay marketplace or with the assistance of Domabay's domain acquisition service.

The following activities are not permitted on Domabay

Interfering with another user's offer

Domabay users are not allowed to interfere with another user's attempt to either purchase or sell domain names. Users are not permitted to email buyers in an open or completed transaction to warn them away from a seller or item. If you have a problem with a transaction, please review our Rights Protection Program and/or submit a general complaint through the Domabay complaint forum.

Refusing to follow-through with a successful bid

Buyers automatically enter into a legally binding contract to purchase a domain from the seller if their bid is accepted by the seller or if they accept a seller's offer to sell. Give careful consideration when making or accepting offers. Domabay's user agreement requires buyers to pay for the domains that they have committed to purchase. Buyers who refuse to follow through with domain offers that have been accepted by the seller are potentially liable to the Seller for breach of the sales contract to which both are parties.

Retracting Bids

If you make an offer or counter-offer, it is binding for seven (7) days from the time you make the offer. During this time, you cannot cancel the negotiations or change your offering price. Sellers are similarly bound to commit to their offers for the same time period.

Purchasing domains protected by trademark rights

It is the Buyer's responsibility to research whether or not their desired domain is subject to trademark or intellectual property protections. Domabay prohibits the purchase or sale of domains comprised of trademark protected terms. If you would like to research whether a particular domain is protected by trademark rights, please [click here](#).

To report a violation of Domabay's rules for buyers

1. Submit an email via Domabay's contact page which can be located [here](#).
2. Include any appropriate information, including any relevant emails and background.